The Board shall act on posted items and shall not deliberate items that are not on the posted agenda.

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.

Government Code §54957.5 states that public records which relate to any item on the open session agenda for a regular Board meeting should be made available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the Office of the Superintendent/President at 835 College Avenue, Administrative Center 123, Kentfield for the purpose of making those public records available for inspection.

A. Board Study Session – 3:30 to 4:30 p.m., Deedy Staff Lounge, Kentfield Campus

1. Call to Order, Roll Call and Adoption of Agenda
2. Bond Fiscal Update
   V-Anne Chernock

B. Closed Session – 4:30 p.m. in SS A&B, Kentfield Campus

1. Call to Order, Roll Call and Adoption of Agenda
   a) Request for Public Comment on Closed Session Agenda
2. Closed Session: To consider and/or take action upon any of the following items:

(a) With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

   CONFERENCE WITH LABOR NEGOTIATOR
   Relative to the following organizations representing employees: United Professors of Marin (AFT/UPM), California School Employees Association (CSEA), Service Employees International
Union (SEIU), Unrepresented Employees (Confidential, Supervisors, Managers)
UPM Impasse
SEIU Impasse Mediation
Agency Negotiator: Larry Frierson

(b) Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9:

CONFERENCES WITH LEGAL COUNSEL—Potential & Existing Litigation
Six cases – Complaint filed by Ms. Mize-Kurzman under Education Code 87164
Mize-Kurzman vs. MCCC (Marin Superior Court)
S. Rollison vs. MCCC (Marin Superior Court)
UPM/D. Rollison vs. MCCC Grievance/Arbitration
UPM/Christensen vs. MCCC Arbitration
UPM/D. Martin, G. Hritz, B. Wilson, R. Pagani vs. MCCC Grievance

(c) PUBLIC EMPLOYEE DISCIPLINE/DISCUSSION/DISMISSAL/RELEASE/SEPARATION

3. Recess to Open Session

REGULAR MEETING AGENDA
6:30 p.m. – Deedy Staff Lounge, Kentfield Campus

C. Reconvene to Regular Meeting
1. Call to Order, Roll Call and Adoption of Agenda
2. Approval of Minutes (4 minutes)
   • Minutes of October 14, 2008 Board Meeting
   • Minutes of October 22, 2008 Special Board Meeting
   • Report of Closed Session for November 11, 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
   d. Individual Reports and/or Requests
   e. WASC Report Status
   f. Discussion of Board Officers
5. Chief Executive Officer’s Report (5 minutes)
a. Staff Reports (10 minutes)
   1. Update on Meeting with County Treasurer
   2. Potential Partnership Romberg/Tiburon Center (Anita Martinez)

6. Academic Senate Report (5 minutes)
7. Classified Senate Report (5 minutes)
8. Student Senate and Student Association Report (5 minutes)
9. Board Study Session
   None

10. 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
       Board Retreat, February 6, 2009
       Location to be determined

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

    C. Classified Employee Changes

    D. Academic Personnel Recommendations
       1. Retirement/Resignation of Academic Personnel

    E. Educational Management Personnel Recommendations
       1. Resignation of Educational Management Personnel
       2. Appointment and/or Change of Educational Management Personnel

    F. Short-Term Hourly Positions

    G. Budget Transfers – Month of October - FY 2008/09

    H. Warrant Approval

    I. Declaration of Surplus Property – Miscellaneous Equipment

    J. Approval of New Credit Courses

    K. Approval of Credit Course Revisions

    L. Modernization (Measure C)
       1. Ratify Construction Contracts for Various Projects
          a. Main Building Complex, Parking Lot-Bioswale & Pathways
Projects (417A-401B-413A)
Di Giorgio Contracting Company, Inc. ($14,097,250)
b. Transportation Technology Relocation Project (#850H)
   Shade & Greenhouse Structures Project (#850C)
   Ignacio Creek Erosion Mitigation Project (#419A)
   Kingsborough Atlas Tree Surgery ($1,575)
c. PE Complex Portables Project (#850F)
   Al Villa Builder ($2,620)

2. Ratify Professional Services Contract Amendment
   a. DSPS Relocation Project (#850L)
      Crown Worldwide Moving & Storage, Inc. – Amendment 2
      ($0) time extension

11. Other Action Items (10 minutes)

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

A. Approve Sabbatical Leave Revision – Recommendation for Rescission of Approval of One Sabbatical Leave

B. Approve Resolution to Enter in Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2008/09

C. Approve Bid Award for Learning Resource Center Relocation Project

D. Approve Memorandum of Understanding by and between the State of California Department of Water Resources, the North Marin Water District and the Marin Community College District

E. Approve Memorandum of Understanding with California Partnership for Achieving Student Success

F. Modernization (Measure C)

1. Special Approvals
   a. Approval of Revised Bond Spending Plan
   b. District Wide
      1. Re-Authorization for Consulting Agreement Amendments
      2. Re-Authorization for Construction Contract Changes
   c. Dance Relocation Project (#850N)
      Approve Project and Authorize Bidding for Building; Approve Resolution Declaring Non-School Building for Instructional Purposes
d. Campus Corner Health Relocation Project (#850G)
   Approve Project and Authorize Bidding

e. Building Signage Phase 1(#812A)
   Authorize Bidding

f. PE Complex Portables Project (#850F) Electrical Work
   Approve Notice of Completion

2. Approve New Professional Services Consultant Agreements
   a. Transportation Technology Complex Project (#402A)
      Testing and Inspection Services
      Inspection Services, Inc. ($61,923)

3. Approve Construction Change Orders
   a. PE Complex PV Project (#850D)
      Alten Construction, Inc. – Change Order 1 ($49,904)
   b. Diamond PE Center Alterations Project (#308B)
      Alten Construction, Inc. – Change Order 6 ($39,907)

G. Approve Confidential, Supervisory, and Managers’ Salary and Benefits: 2007-2008

12. Items for Possible Future Board Action (5 minutes)
   A. Textbook Cost Containment (December)
   B. COM/MTA Agreement (December)
   C. Bolinas Lab Recommendations (December)
   D. Revised Board Policies (December)
      1. BP 1100 Marin Community College District
      2. BP 1200 Mission
      3. BP 3430 Prohibition of Harassment
   E. Clinical Agreement with California Pacific Medical Center (December)
   F. Annual Audit Report (December)
   G. Sale of Bonds (January)
   H. Final Design Reviews for Fine Arts & SMCP (January)

13. Information Items (5 minutes)
   B. Modernization Update
      1. Director’s Report
      2. Sustainability Report
      3. Master Schedule with Spent to Date Through October 2008

MCCD Board of Trustees Meeting Agenda
November 11, 2008

C. Revised Administrative Procedures
   1. AP 3430 Prohibition of Harassment
   2. AP 3435 Discrimination and Harassment Investigations

D. Five-Year Scheduled Maintenance Plan 2009-10 Through 2013-14

E. Calendar of Special Events
   Marin Economic Commission Tenth Annual Awards of Excellence Luncheon,
   November 14, 11:30 a.m., Embassy Suites, San Rafael
   Marin County Committee on School District Organization
   November 17, 2008, 6:00 p.m., Marin County Office of Education
   Board Room, 1111 Las Gallinas Avenue, San Rafael
   CCLC Conference, November 20-22, Anaheim Hilton
   All Campus Holiday Party, December 11, 2008, 4:00 to 6:00 p.m.,
   Deedy Staff Lounge

14. Correspondence
    Correspondence in Board Packets

15. Board Meeting Evaluation

16. Adjournment
Measure C Bond Spending Plan

Update for the Board of Trustees
November 11, 2008

Topics

- A bit of history
- The big picture
- Some budget specifics
- An update on Gateway Complex
- Revised Bond Spending Plan
- Authorization for contract change approvals

A Bit of History

- 3D/I Fac. Mstr. Plan 2004 $270 m*
- Bond 2004 $249.5 m
- Charettes 2006 $379 m
- Bond Spending Plan 2006 $264.5 m
- Bond Spending Plan $249.5 m
- Projected Interest $15 m
- In Charettes/not in BSP 2006 -$114 m

*not including technology
The Big Picture

- Total Bond Spending Plan $264.5 m
- Spent to date $49.0 m
- Percentage spent to date 18.5%
- Remaining in budget $215.5 m
- Bonds sold to date $75.0 m
- Cash on hand $26.0 m

Budget Specifics - Allocated

- Construction contingency* $17 m
  - ~ 1% of construction budget
- Gateway $18 m
- Swing space* $5 m

Documents attached

Budget Specifics - Unallocated

- Program reserves (incl. interest) $18 m
- Potential savings from low bids $11 m
  - PE Complex $3.4 m
  - Geothermals $1.5 m
  - Main Building $3.9 m
  - TransTech Complex $2.0 m
  - Ignacio Creek $0.5 m

Total so far: $29 m
Still Needed

- Gateway Complex $15 m
- Additional swing space $1 m
- Potential other project adds $3 m

Total so far: $19 m

Summary to date

- Unallocated so far: $29 m
- Still needed so far: $19 m
- Potentially available: $10 m

Gateway Complex
Current Situation

Concept:
- Three buildings
- 35,700 square feet
- Classrooms, offices, administration
- Media center
- 200-seat auditorium

Cost estimate:
- Total per Steinberg: $48 million
- State share: $16 million
- District required: $32 million
- Estimate per square ft: $1,300*

*project cost
Schedule:
- State bond 2010 at earliest
- Start design July 2011
- Complete construction mid-2014

Without State funding

With State funding:
- Three buildings
- 35,700 square feet
- Classrooms, offices, administration
- Media center
- 200-seat auditorium
Without State funding:
- Buildings could be re-designed
- 35,700 square feet or less
- Classrooms, offices, administration
- Media center might stay in LRC
- 200-seat auditorium

With State funding:
- Total per Steinberg: $48 million
- State share: $16 million
- District required: $32 million
- Estimate per square ft: $1,300*
  *project cost

Without State funding:
- Total if redesigned: $32 million
- State share: $0
- District required: $32 million
- Estimate per square ft: $900*
  *project cost
With State funding:
  - State bond 2010 at earliest
  - Start design July 2011
  - Complete construction mid-2014

Without State funding:
  - Start design January 2010 or earlier
  - Complete construction late 2012

Considerations
  - State funding
  - Cost of inflation
  - Project concept / design
  - Swing space
Considerations (cont’d)

- Phasing
- Overall bond program schedule
- Asset enhancement / management
- Educational Master Plan

Next Decision:

Wait for State funding?
Don’t wait for State funding?

Revision Documents

- Updated Facilities Plan*
- Revised Bond Spending Plan*
- Transfer $1,060,000 TransTech bid savings to TransTech swing space

Documents attached
Re-authorization request

- **Construction** changes
  
  - Previously six months  
  *Requesting another year*

- Previously 5%
  
  *Requesting another 5% (to a total of 10%)*

---

Re-authorization request

- **Consultant** changes
  
  - Previously six months
  
  *Requesting another year*

- New fund allocation requested*

*Documentation attached*
<table>
<thead>
<tr>
<th>Project</th>
<th>Updated Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Large Building Projects</strong></td>
<td></td>
</tr>
<tr>
<td>Science/Math/Central Plant Complex</td>
<td>$ 5,555,000</td>
</tr>
<tr>
<td>Fine Arts Building</td>
<td>$ 1,340,000</td>
</tr>
<tr>
<td>Performing Arts Building</td>
<td>$ 1,760,000</td>
</tr>
<tr>
<td>PE Complex</td>
<td>$ 2,200,000</td>
</tr>
<tr>
<td>IVC TransTech Complex</td>
<td>$ 904,000</td>
</tr>
<tr>
<td>IVC Main Building</td>
<td>$ 1,693,400</td>
</tr>
<tr>
<td>Gateway Complex</td>
<td>$ 1,249,000</td>
</tr>
<tr>
<td><strong>Infrastructure Projects</strong></td>
<td>$</td>
</tr>
<tr>
<td>IVC Bioswale</td>
<td>$ 107,000</td>
</tr>
<tr>
<td>IVC Creek Erosion Mitigation</td>
<td>$ 146,000</td>
</tr>
<tr>
<td>IVC Gas Main Replacement</td>
<td>$ -</td>
</tr>
<tr>
<td>IVC Geothermal Field</td>
<td>$ 146,000</td>
</tr>
<tr>
<td>IVC Pathways</td>
<td>$ 139,000</td>
</tr>
<tr>
<td>IVC Power Plants</td>
<td>$ 300,000</td>
</tr>
<tr>
<td>IVC Storm Drain Repairs</td>
<td>$ -</td>
</tr>
<tr>
<td>IVC Tree Removal</td>
<td>$ -</td>
</tr>
<tr>
<td>KTD Geothermal Field</td>
<td>$ 659,000</td>
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<tr>
<td>KTD Larkspur Annex Demolition</td>
<td>$ 28,500</td>
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<tr>
<td>KTD Larkspur Annex Restroom</td>
<td>$ -</td>
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<tr>
<td>KTD Old Science Building Demolition</td>
<td>$ 70,000</td>
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<tr>
<td>KTD PE Complex Photovoltaics</td>
<td>$ 340,000</td>
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<td>KTD PE Conduit Crossing</td>
<td>$ 10,710</td>
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<tr>
<td>KTD Tree Removal</td>
<td>$ 54,000</td>
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<tr>
<td>KTD West Campus Bridge</td>
<td>$ 148,000</td>
</tr>
<tr>
<td><strong>Old Projects (funds used for other contingencies)</strong></td>
<td>$</td>
</tr>
<tr>
<td>Old Fine Arts Asbestos Abatement</td>
<td>$ -</td>
</tr>
<tr>
<td>PE Asbestos Abatement</td>
<td>$ -</td>
</tr>
<tr>
<td>Product Sample Installation</td>
<td>$ -</td>
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<tr>
<td>Old LRC Roof Repair</td>
<td>$ -</td>
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<tr>
<td>Old Harlan Roof Repair</td>
<td>$ -</td>
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<tr>
<td><strong>Total Contingency Budgets</strong></td>
<td>$ 16,840,610</td>
</tr>
</tbody>
</table>
Kentfield

1. PE Complex (850F) $1,417,800
   a. Five portable classrooms (four leased, one District-owned) located in PE
   Complex parking lots, secure outdoor space for weight “room” adjacent to portables
   Portable installation: October - November 2007
   Initial relocation completed mid-January 2008
   Temporary showers added June 2008

2. Dickson Hall (building to be demolished)
   a. Health Services: one District-owned portable to be located in front of TB-1 (850G)
      Target date for relocation: Summer 2009 $437,000
   b. Others: Faculty to Fusselman Hall; classes to be dispersed (850M)
      Target date for relocation: Summer 2009 $115,100

3. DSPS (building to be demolished) (850L) $225,800
   a. Upstairs Learning Resource Center
      Target date for relocation: Fall 2008

4. Dance/Landscape (building to be demolished)
   a. Dance: temporary location in portable building near MS-3;
      permanent new location in modernized Performing Arts Building (850N) $1,402,600
      Target date for relocation: Summer 2009
   b. Landscape program moves to IVC: greenhouse/shade structure west of IVC Corporation
      Yard and instructional space in Miwok 120 (850C) $428,400
      Relocation complete August 2008

5. Harlan / Admin / Olney Hall / Business Management (850J) $530,500
   a. Nursing: direct move to new Science/Math/Central Plant Complex
   b. Dental Assisting: direct move to IVC Main Building
   c. Others: TBD
      Target date for next action: July 2009

6. Science Center (850E) $390,700
   a. Repairs to Old Science Center roof
   Construction Nov-Dec 2007 and May-June 2008
   b. Direct move to new Science/Math/Central Plant Complex Included in a. above
      Target date for next action: January 2010

7. Fine / Performing Arts (850I) $362,000
   a. Fine Arts: direct move to new Fine Arts Building
      Target date for next action: Spring 2010
   b. Performing Arts: TBD
      Target date for next action: Spring 2011
Marin Community College District
Measure C Bond Modernization Program

**IVC**

1. Transportation Technology (850H) $701,600
   a. Temporary location west of Corporation Yard; return to original location following modernization
      *Relocation complete August 2008*

2. Main Building Move (850K) $84,000
   a. Direct move from other locations
      *Target date for next action: Fall 2009*

**General**

1. Phasing plans (850D) $59,500
2. General moving costs, contingency (850A) $144,000

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**Estimated Costs** $6,299,000

**Current Swing Space Budget** $5,239,000

**Reduction or adjustment needed:** $1,060,000

*Transfer from TransTech bid savings*
<table>
<thead>
<tr>
<th>3D/I #</th>
<th>SMC #</th>
<th>3D/I Project Name</th>
<th>Bond Project Name</th>
<th>Project Description</th>
<th>Size (gsf)</th>
<th>BOT Approval Requested November 2008</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Kentfield</td>
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<tr>
<td>K.01</td>
<td>301</td>
<td>Site Roadways / Infrastructure Development Plans and Impact Reports</td>
<td>Infrastructure</td>
<td>Improve accessibility, wayfinding, sidewalks, parking lots, landscaping and site FF&amp;E; repair or replace underground utilities; add bridge across creek; prepare Old Science Building and other facilities for swing space, then demolish; demolish Larkspur Annex; construct geothermal field</td>
<td>n/a</td>
<td>$ 20,110,275</td>
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<td>K.02</td>
<td>302</td>
<td>Modernization of Learning Resource Center, Conversion to Technology Center</td>
<td>LRC Complex</td>
<td>Moved to Priority 2</td>
<td>73,000</td>
<td>$ -</td>
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<td>K.03</td>
<td>n/a</td>
<td>Modernization of Harlan Center</td>
<td></td>
<td>Included in 303; replacement building instead of modernization</td>
<td>n/a</td>
<td>$ -</td>
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<tr>
<td>K.04</td>
<td>304</td>
<td>Modernization of Fusselman Hall</td>
<td>Fusselman Hall</td>
<td>Moved to Priority 2</td>
<td>6,000</td>
<td>$ -</td>
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<td>K.05</td>
<td>305</td>
<td>Modernization of Science Center</td>
<td>Science / Math / Central Plant Complex</td>
<td>Construct new classroom building to house Science, Math, Nursing programs, Central Plant and Data Center</td>
<td>77,000</td>
<td>$ 69,414,598</td>
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<td>K.06</td>
<td>306</td>
<td>Modernization of Fine Arts Center (Fine Arts)</td>
<td>Arts Complex - Fine Arts Bldg</td>
<td>Construct new classroom building to house Fine Arts programs</td>
<td>30,000</td>
<td>$ 19,000,000</td>
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<td>K.06</td>
<td>TBD</td>
<td>Modernization of Fine Arts Center (Performing Arts)</td>
<td>Arts Complex - Performing Arts Bldg</td>
<td>Minor Utility replacement; new roof; patch, paint, repair; ADA upgrades, reconfigure to add dance program and new theater lobby 200 seat assembly space</td>
<td>58,000</td>
<td>$ 17,200,000</td>
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<td>K.07</td>
<td>307</td>
<td>Modernization of Student Center</td>
<td>Priority 2 (refers to Student Services Building; some functions to be relocated to Gateway Complex)</td>
<td>34,000</td>
<td>$ -</td>
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<td>3D/1 #</td>
<td>SMC #</td>
<td>3D/1 Project Name</td>
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<td>K.08</td>
<td>308</td>
<td>Modernization of Diamond PE Center</td>
<td>Diamond PE Center</td>
<td>Reconfigure and upgrade classrooms and locker rooms; upgrade gym, pool, utilities; improve technology and accessibility; install photovoltaics in parking lot</td>
<td>44,000</td>
<td>$25,796,073</td>
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<td>K.09</td>
<td>309</td>
<td>New Campus Accessibility Improvements</td>
<td></td>
<td>Included in 301</td>
<td>n/a</td>
<td>$</td>
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<tr>
<td>K.10</td>
<td>310</td>
<td>Fire Alarm Replacement</td>
<td></td>
<td>Included in all projects</td>
<td>n/a</td>
<td>$</td>
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<td>K.11</td>
<td>311</td>
<td>New Way-Finding System</td>
<td></td>
<td>Included in 301</td>
<td>n/a</td>
<td>$</td>
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<td>K.12</td>
<td>n/a</td>
<td>Addition to Student Center</td>
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<td>Not included in bond language</td>
<td>n/a</td>
<td>$</td>
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<td>K.13</td>
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<td>New Child Care /Development Center</td>
<td></td>
<td>Included in 303</td>
<td>n/a</td>
<td>$</td>
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<td>K.14</td>
<td>n/a</td>
<td>Entrance Plaza</td>
<td></td>
<td>Not included in bond language</td>
<td>n/a</td>
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<td>K.15</td>
<td>315</td>
<td>New Facilities Management Center</td>
<td>Priority 2</td>
<td></td>
<td>27,000</td>
<td>$</td>
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<td>K.16</td>
<td>303</td>
<td>New Multi-Purpose Academic &amp; Support Facility</td>
<td>Gateway Complex</td>
<td>Remove Harlan Center, Olney Hall, Business Management, Admin/Child Care and Taqueria; replace with multi-purpose instructional facility to house Humanities, Student Services, Administration, and other programs as appropriate; construct new Child Care Center at Larkspur Annex</td>
<td>48,000</td>
<td>$17,500,000</td>
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<td>K.17</td>
<td>n/a</td>
<td>Landscape, amphitheater and creek bank</td>
<td></td>
<td>Amphitheater and creek bank not in bond language. Landscape included in 301</td>
<td>n/a</td>
<td>$</td>
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<td>K.18</td>
<td>n/a</td>
<td>Campanile</td>
<td></td>
<td>Not included in bond language</td>
<td>n/a</td>
<td>$</td>
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<tr>
<td>3D/I #</td>
<td>SMC #</td>
<td>3D/I Project Name</td>
<td>Bond Project Name</td>
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<tr>
<td>K.19</td>
<td>n/a</td>
<td>New Learning Resource Center</td>
<td></td>
<td>LRC to be modernized; Science Building to be replaced</td>
<td>n/a</td>
<td>$ -</td>
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<td>K.20</td>
<td>n/a</td>
<td>Parking Structure</td>
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<td>Not included in bond language</td>
<td>n/a</td>
<td>$ -</td>
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<td>K.23</td>
<td>n/a</td>
<td>Academic Facility</td>
<td></td>
<td>Not included in bond language</td>
<td>n/a</td>
<td>$ -</td>
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<td></td>
</tr>
<tr>
<td>1.01</td>
<td>401</td>
<td>Site Roadways / Infrastructure Development Plans and Impact Reports</td>
<td>Infrastructure</td>
<td>Improve accessibility, wayfinding, sidewalks, roads, parking lots, landscaping and site FF&amp;E; repair or replace underground utilities; add bridge across creek; demolish Miwok; add fire road</td>
<td>n/a</td>
<td>$ 9,956,709</td>
</tr>
<tr>
<td>1.02</td>
<td>402</td>
<td>Modernization of Pomo Cluster</td>
<td>Transportation Technology Complex / Machine Metals</td>
<td>Modernize or construct new facility for Transportation Technology programs (Pomo 1, 2); upgrade Machine Metals (Pomo 4) as needed</td>
<td>19,000</td>
<td>$ 12,151,000</td>
</tr>
<tr>
<td>1.02</td>
<td>402</td>
<td>Pomo (3, 5, 6, 7)</td>
<td></td>
<td>Deferred</td>
<td>3,000</td>
<td>$ -</td>
</tr>
<tr>
<td>1.03</td>
<td>403</td>
<td>Ohlone preservation</td>
<td></td>
<td>Deferred</td>
<td>27,000</td>
<td>$ -</td>
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<tr>
<td>1.04</td>
<td>404</td>
<td>Miwok</td>
<td></td>
<td>Deferred</td>
<td>n/a</td>
<td>$ -</td>
</tr>
<tr>
<td>1.05</td>
<td>405</td>
<td>Admin/Children's Center</td>
<td></td>
<td>Deferred</td>
<td>20,000</td>
<td>$ -</td>
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<tr>
<td>1.06</td>
<td>406</td>
<td>Library</td>
<td></td>
<td>Deferred</td>
<td>14,000</td>
<td>$ -</td>
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<tr>
<td>1.07</td>
<td>407</td>
<td>Central Plant</td>
<td></td>
<td>Included in 401</td>
<td>n/a</td>
<td>$ -</td>
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<tr>
<td>1.08</td>
<td>501</td>
<td>Bolinas Marine Lab</td>
<td></td>
<td>See O.01</td>
<td>n/a</td>
<td>$ -</td>
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<tr>
<td>1.09</td>
<td>409</td>
<td>Fire Alarm Replacement</td>
<td></td>
<td>Included in all projects</td>
<td>n/a</td>
<td>$ -</td>
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<td>1.10</td>
<td>410</td>
<td>Gas Main Replacement</td>
<td></td>
<td>Included in 401</td>
<td>n/a</td>
<td>$ -</td>
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<tr>
<td>1.11</td>
<td>411</td>
<td>Accessibility</td>
<td></td>
<td>Included in 401</td>
<td>n/a</td>
<td>$ -</td>
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<tr>
<td>1.12</td>
<td>412</td>
<td>New Way-Finding System</td>
<td></td>
<td>Included in 401</td>
<td>n/a</td>
<td>$ -</td>
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</table>

facilities bond measure program plan updated 11/3/2008
<table>
<thead>
<tr>
<th>3D/I #</th>
<th>SMC #</th>
<th>3D/I Project Name</th>
<th>Bond Project Name</th>
<th>Project Description</th>
<th>Size (gsf)</th>
<th>BOT Approval Requested November 2008</th>
</tr>
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<tbody>
<tr>
<td>I.13</td>
<td>413</td>
<td>Bridges etc.</td>
<td></td>
<td>Included in 401</td>
<td>n/a</td>
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<tr>
<td>I.14</td>
<td>414</td>
<td>Landscape</td>
<td></td>
<td>Included in 401</td>
<td>n/a</td>
<td>$</td>
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<tr>
<td>I.15</td>
<td>n/a</td>
<td>Community Center</td>
<td></td>
<td>Not included in bond language</td>
<td>n/a</td>
<td>$</td>
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<tr>
<td>I.16</td>
<td>416</td>
<td>Commons/Quad</td>
<td></td>
<td>Included in 401</td>
<td>n/a</td>
<td>$</td>
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<tr>
<td>I.17</td>
<td>417</td>
<td>New Building</td>
<td>Main Building</td>
<td>Construct multi-purpose instructional / administrative building north of creek near Pomo, to house Allied Health, Court Reporting, MultiMedia, student gathering, administrative and instructional spaces all college functions except Transportation Technology/Machine Metals</td>
<td>35,000</td>
<td>$23,300,000</td>
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<tr>
<td>I.18</td>
<td>n/a</td>
<td>Planetarium / Observatory</td>
<td></td>
<td>Not included in bond language</td>
<td>n/a</td>
<td>$</td>
</tr>
<tr>
<td>I.19</td>
<td>n/a</td>
<td>Amphitheater / Clock Twr</td>
<td></td>
<td>Not included in bond language</td>
<td>n/a</td>
<td>$</td>
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<tr>
<td>I.20</td>
<td>418</td>
<td>Fire Mitigation</td>
<td></td>
<td>Not in 3D/I, added in bond language, included in 401</td>
<td>n/a</td>
<td>$</td>
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<tr>
<td>I.21</td>
<td>419</td>
<td>Erosion Mitigation</td>
<td></td>
<td>Not in 3D/I, added in bond language, included in 401</td>
<td>n/a</td>
<td>$</td>
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Other Projects

<table>
<thead>
<tr>
<th>O.01</th>
<th>200</th>
<th>Technology Infrastructure</th>
<th>Technology</th>
<th>Banner software, technology infrastructure and equipment</th>
<th>n/a</th>
<th>$10,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>O.02</td>
<td>501</td>
<td>Bolinas</td>
<td>Program Costs</td>
<td>Preliminary work only; budget merged into 309</td>
<td>n/a</td>
<td>$</td>
</tr>
<tr>
<td>n/a</td>
<td>220</td>
<td></td>
<td>Program Costs</td>
<td>Operating expenses and program management</td>
<td>n/a</td>
<td>$15,983,345</td>
</tr>
<tr>
<td>n/a</td>
<td>800</td>
<td>Program Planning</td>
<td>Program Planning</td>
<td>ADA survey, facilities assessments, District planning consultants; cost included in 220</td>
<td>n/a</td>
<td>$</td>
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<tr>
<td>n/a</td>
<td>n/a</td>
<td>IVC Pool / Lockers / Central Plant</td>
<td>Priority 2</td>
<td>18,000</td>
<td>18,000</td>
<td>$</td>
</tr>
<tr>
<td>n/a</td>
<td>n/a</td>
<td>Reserves</td>
<td>Reserves</td>
<td>Unallocated funds available as needed with BOT approval</td>
<td>n/a</td>
<td>$17,789,000</td>
</tr>
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</table>

facilities bond measure program plan updated

11/3/2008
<table>
<thead>
<tr>
<th>3D/I #</th>
<th>SMC #</th>
<th>3D/I Project Name</th>
<th>Bond Project Name</th>
<th>Project Description</th>
<th>Size (gsf)</th>
<th>BOT Approval Requested November 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>n/a</td>
<td>Swing Space</td>
<td>Funds allocated for temporary facilities to house programs during construction</td>
<td>n/a</td>
<td>$6,299,000</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>533,000</td>
<td>$264,500,000</td>
</tr>
</tbody>
</table>
Marin Community College District  
Revised Bond Spending Plan  
Prepared by V-Anne Chernock, Director of Modernization  
Requested November 11, 2008

<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>Program Budgets</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Program costs</td>
<td>$15,983,345</td>
<td>$15,983,345</td>
<td>$15,983,345</td>
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<tr>
<td>ERP (technology program)</td>
<td>$10,000,000</td>
<td>$10,000,000</td>
<td>$10,000,000</td>
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<tr>
<td>Reserves</td>
<td>$17,789,000</td>
<td>$17,789,000</td>
<td>$17,789,000</td>
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<tr>
<td><strong>Projects Approved by Board 10/06</strong></td>
<td></td>
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<tr>
<td>KTD Science/Math/CP Complex</td>
<td>$69,414,598</td>
<td>$69,414,598</td>
<td>$69,414,598</td>
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<tr>
<td>KTD Arts Complex - Fine Arts Building</td>
<td>$19,000,000</td>
<td>$19,000,000</td>
<td>$19,000,000</td>
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<tr>
<td>KTD Arts Complex - PA Building modernization</td>
<td>$17,200,000</td>
<td>$17,200,000</td>
<td>$17,200,000</td>
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<tr>
<td>KTD PE Complex modernization</td>
<td>$25,796,073</td>
<td>$25,796,073</td>
<td>$25,796,073</td>
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<tr>
<td>IVC Transportation Complex (incl. machine metals)</td>
<td>$13,211,000 (1,060,000)</td>
<td>$12,151,000</td>
<td>$12,151,000</td>
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<tr>
<td>IVC Main Building</td>
<td>$23,300,000</td>
<td>$23,300,000</td>
<td>$23,300,000</td>
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<tr>
<td><strong>Projects w/ Approval Pending</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>KTD Gateway Complex (Admin, Humanities, CC)</td>
<td>$17,500,000</td>
<td>$17,500,000</td>
<td>$17,500,000</td>
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<tr>
<td><strong>Infrastructure Budgets</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KTD Demolition</td>
<td>$900,000</td>
<td>$900,000</td>
<td>$900,000</td>
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<tr>
<td>KTD Tree Removal</td>
<td>$385,100</td>
<td>$385,100</td>
<td>$385,100</td>
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<tr>
<td>KTD West Campus Bridge</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
<td>$2,000,000</td>
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<tr>
<td>KTD Geothermal Field</td>
<td>$7,900,000</td>
<td>$7,900,000</td>
<td>$7,900,000</td>
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<tr>
<td>KTD Larkspur Annex</td>
<td>$1,178,773</td>
<td>$1,178,773</td>
<td>$1,178,773</td>
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<tr>
<td>KTD Additional Site Development</td>
<td>$7,746,402</td>
<td>$7,746,402</td>
<td>$7,746,402</td>
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<tr>
<td>IVC Bridge and Pathways</td>
<td>$1,300,000</td>
<td>$1,300,000</td>
<td>$1,300,000</td>
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<tr>
<td>IVC Fire Mitigation</td>
<td>$800,000</td>
<td>$800,000</td>
<td>$800,000</td>
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<tr>
<td>IVC Gas Main Replacement</td>
<td>$533,857</td>
<td>$533,857</td>
<td>$533,857</td>
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<tr>
<td>IVC Creek Erosion</td>
<td>$1,600,000</td>
<td>$1,600,000</td>
<td>$1,600,000</td>
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<tr>
<td>IVC Storm Drain</td>
<td>$349,428</td>
<td>$349,428</td>
<td>$349,428</td>
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<tr>
<td>IVC Tree Removal</td>
<td>$73,424</td>
<td>$73,424</td>
<td>$73,424</td>
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<tr>
<td>IVC Geothermal</td>
<td>$1,500,000</td>
<td>$1,500,000</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>IVC Parking, Bioswale</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>IVC Power Plants</td>
<td>$2,800,000</td>
<td>$2,800,000</td>
<td>$2,800,000</td>
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<tr>
<td>Consolidated Swing Space</td>
<td>$5,239,000 $1,060,000</td>
<td>$6,299,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$264,500,000</td>
<td>$264,500,000</td>
<td>$264,500,000</td>
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<tr>
<td><strong>Bond Funds</strong></td>
<td>$249,500,000</td>
<td>$249,500,000</td>
<td>$249,500,000</td>
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<tr>
<td><strong>Interest earned to date</strong></td>
<td>$8,100,000</td>
<td>$8,100,000</td>
<td>$8,100,000</td>
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<tr>
<td><strong>Projected additional interest</strong></td>
<td>$6,900,000</td>
<td>$6,900,000</td>
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</table>
A. Closed Session

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

The Board of Trustees of the Marin Community College District met in the AS 101 conference room on the Indian Valley campus, members having received notice as prescribed by law. Board President Hayashino called the meeting to order at 4:43 p.m. All publicly elected Trustees were present. Al Harrison, Anita Martinez, and Linda Beam were also in attendance.

M/s (Treanor/Long) to adopt the agenda with one modification. The date of the Board Retreat will be February 6, 2009 instead of January 23 and 24. The motion passed unanimously (7-0).

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

The closed session recessed at 5:45 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 6:40 p.m. in Ohlone 106 on the Indian Valley campus by Board President Hayashino. She announced that the meeting was being recorded to facilitate the preparation of minutes. All publicly elected Trustees were present. Student Trustee McCleary was absent.

Board President Hayashino announced that the agenda had been adopted earlier with a minor modification (a change in the date of the Board Retreat).

2. Approval of Minutes and Report of Closed Session

M/s (Long/Treanor) to approve the minutes of the September 16, 2008 Board meeting. The motion passed unanimously (7-0).
M/s (Paterson/Dolan) to approve the minutes of the September 17, 2008 Special Board meeting (Board Retreat). The motion passed unanimously (7-0).

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

3. Citizens' Requests to Address the Board on Non-Agenda Items
Gloria Kopshever thanked the Board for addressing maintenance concerns she had expressed before regarding Ohlone 104 and 108 at IVC. She called the Board's attention to matters that still need to be addressed (telephone, accessibility and room reservation). A copy of her statement is attached to the minutes as part of the official record. Ms. Kopshever also gave Board members copies of a letter she sent to the Novato Advance (copy attached) describing classes offered at the IVC campus.

Ira Lansing, representing UPM, stated that even though the mediation phase of impasse in UPM negotiations has ended, the union is never precluded from sitting down and bargaining. He noted that UPM has been told that the district bargaining team has no authority to negotiate.

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

b. Legislative Report.
   Trustee Paterson summarized the latest CCLC Legislative Update for the Board, noting that Governor Schwarzenegger signed the 2008-09 state budget on September 23. She informed the Board that AB 2261 (Textbook Relief - placeholder for potential new legislation) has been approved by Governor Schwarzenegger and that the League is urging support of H.R. 6617 and S. 3334, the Strengthening Communities Through English and Integration Act of 2008, which would invest resources in Latino children and workers.

c. Committee Chair Reports
   None.

d. Individual Reports and/or Requests
   Trustee Paterson reported that a successful IVC Roundtable meeting recently took place and that another one would be scheduled during the spring semester.

   Trustee Dolan congratulated COM's Drama Department for its excellent production of "Death of a Salesman."

   Trustee Long commented on the interesting information contained in the Student Characteristics – Fall 2008 and Bolinas Lab Update handouts which were given to the Trustees. She requested a report on Measure C bond funding and the timeline for the sale of additional bonds.

   Trustee Treanor reported that she is co-chairing the Education Services Committee for CCLC and reminded the Board of upcoming CCLC Conference dates. She also announced that she was recently awarded the
Distinguished Alumni Award from San Domenico.

Trustee Hayashino reported that she and Dr. White recently met with Patricia Stirling, a fundraising consultant, and that they will be working on a development plan for the college.

e. WASC Report Status
Vice President Harrison announced that President White was chairing an accreditation team visit to Cuesta College. He reported that Jack Pond from the Accrediting Commission presented a very informative and well-attended training session on the self-study process at IVC on October 3.

f. Discussion of Board Officers
The following Board members expressed interest in serving as Board officers next year: Trustee Kranenburg (President), Trustee Long (Vice President), Trustee Paterson, and Trustee Dolan.

5. Chief Executive Officer’s Report

Vice President Harrison called the Board’s attention to President White’s report in their packets.

a. Staff Reports
Vice President Harrison asked V-Anne Chernock, Director of Modernization, and Nanda Schorske, Dean of Workforce Development, College & Community Partnerships, to comment on the Green Technology Summit they recently attended in southern California. Director Chernock was pleased to report that we are already doing everything in the area of green technology that was mentioned at the conference. Dean Schorske reported that we plan to participate in a regional consortium that will submit a concept paper to the state for funding to promote the transition to alternative energy vehicles.

6. Academic Senate Report
No report

7. Classified Senate Report
Jon Gudmundsson reported that the Classified Senate has filled all of its vacancies on the governance committees using the system developed with the two unions (CSEU and SEIU). He stated that members of the Classified Senate are looking forward to working on the Educational Master Plan and the Accreditation Self-Study.

8. Student Senate and Student Association Report
No report

9. Board Study Session
None

10. Consent Calendar Items

M/s (Treanor/Kranenburg) to approve all items on the Consent Calendar. The motion
passed by a unanimous roll call vote (7-0).

A. Calendar of Upcoming Meetings
   Board Retreat, February 6, 2009
   Location to be determined

B. Classified Personnel Recommendations. Approve the Classified Personnel Recommendations:
   1. Appointment of Classified Personnel

C. Short-Term Hourly Positions

D. Budget Transfers – Month of September - FY 2008/09

E. Warrant Approval

F. Declaration of Surplus Property – Miscellaneous Equipment

G. Modernization (Measure C)
   1. Ratify Construction Contracts for Various Projects
      a. DSPS Relocation Project (#850L)
         Hannibal’s Inc. Electrical Construction ($40,692)
         Al Villa Builder ($9,350)
         FloorTec ($1,032)
         Al Heffley, Inc. ($495)
         Gugel/Today Painting & Decorating, Inc. ($4,122)
      b. Transportation Technology Complex Project (#402A)
         Alten Construction, Inc. ($6,895,500)
      c. West Campus Utility Extension Project (#407D)
         Bruce Enterprises Parking Area Line Stripping, Inc. ($875)
         B. Cantarutti Electric, Inc. ($8,519)
      d. Transportation Tech Relocation Project (#850H)
         B. Cantarutti Electric, Inc. ($4,002)
      e. PE Complex Portables Project (#850F)
         Al Heffley, Inc. ($1,445)
   2. Ratify Professional Services Contract Amendments
      a. Transportation Tech Relocation Project (#850H)
         Moving Services
         Crossroads Relocation Services, Inc. ($4,925)
      b. DSPS Relocation Project (#850L)
         Moving Services
         Crown Worldwide Moving & Storage, Inc. ($100)
      c. Campus Corner Health Relocation Project (#850G)
         DSA (Division of the State Architect) Fees
         HKIT Architects ($2,700)
d. Dance Relocation Project (#850N)  
Testing & Inspection Services  
Sensible Environmental Solutions, Inc. ($1,210)

11. Other Action Items

A. Approve Recreational Parking Permit – Indian Valley Campus  
Helen Alvarez, who has children on two swim teams, commented on B.11.A,  
stating that she thinks $100 for a recreational parking permit at IVC is exorbitant.  
Vice President Harrison and Police Chief Lacy explained the process followed to  
come up with this proposal.

M/s (Treonor/Paterson) to Approve Recreational Parking Permit – Indian Valley  
Campus. The motion passed by a vote of 6 to 1 with Trustee Dolan casting the  
no vote.

B. M/s (Treonor/Namnath) to Approve Bid Award for Learning Resource Center  
Carpet Project, Kentfield Campus to Continental Flooring ($145,668). The  
motion passed unanimously (7-0).

C. M/s (Long/Treonor) to Approve Bid Award for Learning Resource Center Paint  
Project, Kentfield Campus to Omni Painting & Waterproofing Inc. ($43,400).  
The motion passed unanimously (7-0).

D. M/s (Long/Treonor) to Approve Agreement with Marin General Hospital for  
Emergency Medical Technician Student Experience. The motion passed  
unanimously (7-0).

E. M/s (Paterson/Namnath) to Approve Agreement with Sutter Marin, dba Novato  
Community Hospital for Emergency Medical Technician Student Experience.  
The motion passed unanimously (7-0).

Trustee Kranenburg left the meeting at 7:30 p.m.

F. M/s (Long/Treonor) to Approve Authorization to Bid Move Services Related to  
Learning Resource Paint and Carpet Projects. The motion passed unanimously  
(6-0).

G. M/s (Long/Treonor) to Approve Memorandum of Understanding: Sonoma  
County Junior College District and Marin Community College District. The  
motion passed unanimously (6-0).

H. Modernization (Measure C)  
1. Approve New Professional Services Consultant Agreements  
a. M/s (Treonor/Long) to Approve Dance Relocation Project (#850N)
Campus Corner Health Relocation Projects (#850G)  
DSPS Relocation Project (#850L)  
Project Inspection Services  
Peter R. Hull Construction Consulting ($18,000)  
The motion passed unanimously (6-0).

b. M/s (Treasor/Long) to Approve SMCP Increment No. 1 – Site Development Utilities Project (#305C)  
Testing & Inspection Services  
Consolidated Engineering Laboratories ($86,454)  
The motion passed unanimously (6-0).

2. Award Construction Contracts  
a. M/s (Long/Paterson) to Approve Main Building Complex Project (#417A)  
Di Giorgio Contracting Company, Inc. ($14,097,250)  
The motion passed unanimously (6-0).

3. Approve Construction Change Orders  
a. M/s (Long/Namnath) to Approve West Campus Utility Extension Project (#407D)  
Di Giorgio Contracting Company, Inc. - Change Order #3 ($65,445)  
The motion passed unanimously (6-0).

b. M/s (Dolan/Paterson) to Approve 12 KV Utility Extension Project (#407C)  
Dick Emard Electric, Inc. – Change Order #3 (credit) (-$13,000)  
The motion passed unanimously (6-0).

c. M/s (Treasnor/Paterson) to Approve DSPS Relocation Project (#850L)  
Hannibal’s Inc. Electrical Construction - Change Order #1 ($1,495)  
The motion passed unanimously (6-0).

d. M/s (Treasnor/Long) to Approve Diamond PE Center Alterations Project (#308B)  
Alten Construction, Inc. – Change Order #5 ($47,333)  
The motion passed unanimously (6-0).

I. M/s (Treasnor/Long) to Approve Agreement with Marin General Hospital for Phlebotomy Student Experience.  
The motion passed unanimously (6-0).

Board President Hayashino asked the Trustees to review the information items and future action items.
12. Items for Possible Future Board Action
   A. Textbook Cost Containment (November)
   B. COM/MTA Agreement (November)
   C. Bolinas Lab Recommendations (November)
   D. OPEB Fund Investment Strategy and the Appointment of an OPEB Retirement Board (December)
   E. Clinical Agreement with California Pacific Medical Center (November)
   F. Memorandum of Understanding by and between the State of California Department of Water Resources, the North Marin Water District and the Marin Community College District (November)

13. Information Items
   B. Modernization Update
      1. Director's Report
      2. Sustainability Report
      3. Master Schedule with Spent to Date Through September 2008
   C. Calendar of Special Events
      Marin Economic Commission Tenth Annual Awards of Excellence Luncheon, November 14, 11:30 a.m., Embassy Suites, San Rafael
      Marin County Committee on School District Organization
      November 17, 2008, 6:00 p.m., Marin County Office of Education Board Room, 1111 Las Gallinas Avenue, San Rafael
      CCLC Conference, November 20-22, Anaheim Hilton

14. Correspondence
    Correspondence in Board Packets

15. Board Meeting Evaluation

16. Adjournment
    M/s (Namnath/Long) to adjourn the meeting in honor of Al Harrison’s and Linda Beam’s birthdays. The motion passed unanimously (6-0) and Board President Hayashino adjourned the meeting at 7:50 p.m.
10/14/08
To: College of Marin Board of Trustees
From: Gloria Kopshever (415-883-7805) (sabenovato@comcast.net)

Re: Support Services for Students and Instructors at IVC

During Spring Semester '08 we called your attention to support services for students at IVC, especially those using Rooms 104 and 108:

1-bathroom stall lock,
2-air conditioning,
3-telephone and
4-accessibility and room reservation.

1 and 2 were repaired – Thank you!

3- Yes, as Bob Thompson pointed out there is a pay phone near the area and yes, it can be used for “911” calls without charge, but for COM issues like room housekeeping, equipment, etc. there is no quick and convenient way for staff to access COM support services.

4. - Yes, students may now enter the area for 104 through the back door of 108 that helps somewhat with accessibility. However, the fact is that 108 has not been reserved for the APE or Community Ed classes. Lesson plan adjustments must be made often when others use the space- i.e. work shops, Trustees meetings and outside “users”. On Monday 10/06 there was trash which attracted ants etc. and equipment left in place requiring the staff to change the yoga set up from floor to chairs.

We hear over and over that IVC space is underused----then why must the students in 3 very popular classes not benefit from the slogan at COM –“Students First”? Is this the only room available for our Trustee meetings?

Last time I spoke I asked you all to take the time to notice safety and accessibility issues when you use this area. Did anyone see the beginning of a landslide outside the back door?

Students attending classes in the Kentfield PE Temporary buildings see that everything has been done to give clean classrooms and safe accessibility --- Are Students First at Kentfield and NOT at IVC?
The Transportation authority of Marin Board, comprised of elected officials from throughout Marin county, has spent months scrutinizing the SMART Ian and overwhelmingly greed to endorse it.

Do you think our continues reliance on highway 101 with no viable alternative is the direction for our future? lease support SMART Rail and Pathway, an alternative whose time has come.

Marla Fields

Neighborly dispute over SMART station

My friend and neighbor cross the street, Alan rson, wrote in last week's advance apparently urging a SMART station in Hamilton.

This makes no sense for a number of reasons. The most important reason is that, more than 10,000 residents of Novato live within a mile of the Hamilton station, out of Novato's total population of 9,000. And thousands more work nearby at the Hangar, a very significant portion of Novato residents and workers would have access to SMART rail if the second station goes in Hamilton.

And a recent survey of Hangar workers prove that ridership estimates for Hamilton station in the EIR were woefully low.

A shuttle to downtown, all the Atherton station is ready included in the MART plan. Also, many of the 180 boardings forecast at Atherton will be drawn from the same rider pool as Atherton because downtown is so close, it overlaps. Also, 180 are already fewer than Hamilton's forecast ridership.

Neither Atherton nor downtown have parking.

If these were the only Novato stations, then the exit stop, at Civic Center, could be 7 miles away, skipping all of central and south-

ern Novato. Also Alan's math was a little off - 70 boardings are 70 riders, 90 percent of whom currently drive solo. A 'boarding' only happens in one direction - getting off the train is counted as 'alighting'.

There is broad agreement that Hamilton is the best place for a Novato SMART station, including some of those who live directly adjacent to the tracks and station. Many Hamilton homeowners would get a boost in their property values from a Hamilton location. Let's do the 'smart' thing and put a SMART station in Hamilton.

Donn Davy

Extra classes this fall at IVC - sign up!

Novato must wake up to the new opportunity it has at the Indian Valley Campus of the College of Marin.

Because of the Measure C construction at the Kentfield Campus, some classes, especially in physical education, have been moved this year to the beautiful campus at the end of Ignacio Boulevard.

All households received a special schedule of credit and noncredit classes for 2013 that will be offered at the Novato campus. Most classes begin Aug. 18, but registration began in May.

In addition to the career training programs administration of justice, auto tech, court reporting and medical assisting, there are courses that were only taught at Kentfield: art, architecture, computer into to personal computers, history: evolution of the modern world, environmental landscaping, solar installation.

Also of note are the adapted physical education classes in yoga, aqutics, and aerobics which were only offered at Kentfield until construction made it necessary that they move to Novato/IVC where traffic and travel are minimal for residents of Marin's second-largest city.

IVC non-credit classes for older adults have expanded with the addition of aqua exercise for the older adults this course was only offered at Kentfield for many years. Now Novato has a golden opportunity to take advantage of services that are closer to home.

Also in the non-credit classes are strength and fitness for adults, walk the lighter path to vitality, and body awareness for older adults and Tai Chi.

By registering for these classes, Novato will let the College of Marin administration know that there is a large market for education in north Marin. Stop in at the registration office at IVC where there are usually no lines, and staff is there to answer your questions.

Here at IVC your tax dollars are at work for you - don't miss out on the opportunity to benefit without getting on Highway 101!

Gloria Kopshiner

Uncle Harry Moore smiling down at IVC

I had the distinction pleasure not only to have Harry Moore as my uncle, but also to grow up in Novato and attend elementary and high school there.

I think College of Marin's Indian Valley Campus is a wonderful campus, and it deserves to have these improvements. I can only hope that it will be around when I have children at the college age, and I can share with them how their great uncle was a major force in bringing the campus to Novato.

I miss my uncle, but I know he was at the groundbreaking ceremony with that huge smile that was uniquely Harry Moore.

Amy Tunnell
(Front the comments section of the Advance's Web site.)
A. Closed Session

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

The meeting of the Marin Community College District Board of Trustees was called to order by Vice President Kranenburg at 4:35 p.m. in AC108 on the Kentfield campus, all Trustees having received notice as prescribed by law. All publicly elected Trustees were present except Trustee Treanor, who arrived at 4:45 p.m., Trustee Namnath, who arrived at 4:50 p.m., and Trustee Hayashino, who was absent. Dr. Fran White, Al Harrison, Anita Martinez, Linda Beam, and Larry Frierson were also in attendance.

M/s (Paterson/Long) to approve the agenda as presented. The motion passed unanimously (4-0).

a) Request for Public Comment on Closed Session Agenda

The following faculty members expressed their dissatisfaction with the lack of progress in UPM negotiations and advocated for a new contract: Hank Fearnley, Michael Brailoff, Tom Behr, and John Sutherland. Comments were also made about violation of the current contract, improper handling of grievances, inaccurate enrollment information, and growing faculty unrest at not having a contract.

Jon Gudmundsson, representing CSEA, urged the Board to agree with the hearing officer’s decision on the Steve Dobson matter and to maintain his employment with the District.

2. Recess to Closed Session

The Board went into closed session at 5:55 p.m.

The closed session recessed at 6:05 p.m.

B. Special Meeting

1. Call to Order

Board Vice President Kranenburg reconvened the Special Meeting of the Marin Community College District Board of Trustees at 6:06 p.m. in AC108 on the
Kentfield campus.


Board Clerk Long reported that the Board met in closed session earlier that afternoon on the items listed on the agenda and took action to uphold the hearing officer's decision in the Steve Dobson matter. The vote was 5 to 1 with Trustee Namnath casting the no vote.

3. Adjournment

M/s (Paterson/Namnath) to adjourn the meeting. The motion passed unanimously (6-0) and Vice President Kranenburg adjourned the meeting at 6:10 p.m.
Institutional Action Plan Meeting
The development of an Institutional Action Plan is due to the American College and University Presidents Climate Commitment (ACUPCC) in September 2009. Because this plan is broad and comprehensive, it's time to start now. To get the ball rolling, the District invites all interested parties to attend an informational kickoff meeting on Friday, November 21, 2008 from 9 a.m. to noon in Fusselman Hall 120 to hear more about the Climate Commitment and begin brainstorming the Institutional Action Plan. Modernization Director V-Anne Chernock will facilitate the meeting.

Please inform Heather Holliday (Heather.Holliday@marin.edu or x7518) by Wednesday, November 17, 2008 if you plan to attend.

Save the date! Poetry reading featuring Poet Laureate Kay Ryan
Book Passages and College of Marin are co-hosting a poetry reading and book signing featuring Poet Laureate Kay Ryan on Thursday, December 11, 2008, starting at 7 p.m. at Olney Hall. The event is open to the public and is free of charge. This will be a wonderful opportunity for students and all to enjoy the work of an extraordinary talent.

Announcing a new name for great music in Marin: Marin Oratorio
A venerable musical organization is taking on a new identity. Director Boyd Jarrell announced that the former Community Chorus at College of Marin would henceforth be known as Marin Oratorio. Over one hundred dedicated singers gather for three hours every Wednesday evening to give voice to great choral masterworks. The chorus has been growing in style and stature in recent years. Their audience and program are growing. As a result, a new brand that was more resonant with their current and future aspirations was created. With the new name comes a restructuring of the organization to better support their broadening mission.

What’s New
Check out the new and improved College of Marin Workforce Development webpage at http://www.marin.edu/workforce. Hector Seguel, senior designer in the Communications and Community Relations Office, added links to brochures as well as videos for the Automotive Collision Repair Technology, Automotive Technology, Computer Information Systems, Court Reporting, Registered Dental Assisting, Emergency Medical Technician, Machine Technology, Medical Assisting, and Multimedia Studies programs.

13th Annual Peer Summit
On Friday, November 14, 2008, the Thirteenth Annual Peer Summit, sponsored by Healthy Teens Marin, will be held at College of Marin’s Kentfield Campus. Dr. Juan Carlos Arauz, a trainer and writer specializing in areas related to immigration, youth, and education, is the keynote speaker. Following opening events, Peer Summit participants will choose to attend two sessions of more than 30 workshops facilitated by youth and agency experts. Topics covered include global warming, social and criminal justice, safe cosmetics, mental health, transitioning to high school, college, healthy eating, alcohol, tobacco, and prescription drug use. The Martin Luther King Middle School Steel Pan Band will perform at the opening of the summit. This is a free event open to all Marin County middle schools.
As requested by several school districts, Mary Jane Burke, Marin County Superintendent of Schools, arranged a meeting with the schools and County Treasurer, Michael Smith, to discuss the current fiscal uncertainties and the status of our County’s investments on behalf of our schools. The meeting was scheduled on October 13, 2008. Peggy Iozaki, Director of Fiscal Services, attended on behalf of the College of Marin.

At the meeting, Treasurer Smith explained how his office manages the Marin County Investment Pool, its participants, investment strategy, diversified portfolio, and oversight committee. He also informed us that the Marin County Investment Pool’s current Fitch rating is AAA/V1+.

Marin County Investment Pool participants include the County, COM, county schools, and other districts or agencies approved by the Marin County Board of Supervisors and County Treasurer.

The primary investment objectives are preservation of capital and liquidity to meet operating needs. The secondary objective is earning a rate of return consistent with the primary investment objectives.

The portfolio is diversified in a variety of high-quality debt securities including U.S. Treasury and agency securities, commercial paper, time deposits, bankers’ acceptances, and other allowable securities. The portfolio is invested to provide the liquidity to meet the projected cash flow requirements of its participants, with maturity dates to maximize returns on those investments. On June 30, 2008, a little over one-third of the portfolio had a maturity of 30 days or less.

An investment oversight committee reviews the investment practices and policies. The pool is subject to quarterly internal audits by the County Auditor’s office, and is also subject to an annual external audit.

Treasurer Smith provided a handout of the Fitch Rating - AAA/V1+ for the Marin County Investment Pool. The AAA credit quality rating is based on the investment practices, diversification standards, operational controls, and management oversight of the investment pool. The V1+ volatility rating reflects low market risk and a strong capacity to return stable principal value to participants.

Treasurer Smith touched briefly on the losses incurred by San Mateo County. He attributed the losses to their investments in broker-dealer and investment banker securities. Broker-dealers and investment bankers are in the business of assuming risk, a type of security that does not meet Marin County’s preservation of capital investment strategy.

As of September 30, 2008, COM had about $47.5 million invested in the pool, representing almost 7.5% of the pool.
Update to the Board of Trustees
November 11, 2008
Prepared by Anita Martinez, Vice President of Student Learning
C.5.a.2

CPMC: At the October 14, 2008 meeting, we included under the Items for Possible Future Board Action, a proposed Clinical Agreement with California Pacific Medical Center (CPMC) to be considered at the November 11, 2008 Board meeting. In response to a question from one of the members of the Board, we are pleased to confirm that College of Marin student nurses have been placed at CPMC for a while since a similar agreement was first approved by the Board a number of years ago.

Potential new partnership: The College of Marin was recently approached by representatives of the Romberg Tiburon Center of San Francisco State University and the Friends of Corte Madera Creek with a request to meet for a preliminary discussion about a possible new venture. We will be exploring the establishment of a wetland restoration project at the Kentfield campus that has possibilities to enhance the academic programs in sciences. The full participation of faculty will be a vital part of this exploration. We will be identifying other college and community stakeholders who may have an interest in the project to include in future meetings. We see this as an opportunity to provide exciting learning opportunities for COM students in line with our Mission Statement, as quoted in part below:

“The College of Marin is committed to responding to community needs by offering student-centered programs and services in a supportive, innovative learning environment with a strong foundation of sustainability, which will instill environmental sensitivity in our students.”
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

BOARD AGENDA ITEM  

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: November 11, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.10.B</td>
</tr>
</tbody>
</table>
| Subject:      | Classified Personnel  
Recommendations  |                         |
| Reason for Board Consideration: | APPROVAL | Enclosure(s): Recommendations |

BACKGROUND:  
The following actions are included in the Classified Personnel Recommendations:  

A. Appointment of Classified Personnel  
B. Temporary Increase/Decrease in Assignment for Classified Personnel  
C. Temporary Reassignment of Classified Personnel  

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

C. Pomajulca 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. APPOINTMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Division/Department</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>* Deo, Lee</td>
<td>Office Technician – Admissions and Records</td>
<td>1.0</td>
<td>12</td>
<td>10/20/2008</td>
</tr>
<tr>
<td>3.</td>
<td>**Schmidt, William</td>
<td>Police Officer</td>
<td>1.0</td>
<td>12</td>
<td>10/13/2008</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Mr. Deo has accepted the 1.0 FTE/12MPY position of Office Technician in Admissions and Records effective October 20, 2008.

2. Ms. Hildreth has accepted the .60FTE/12MPY position of Administrative Assistant in Math and Sciences Department effective November 17, 2008.

3. Officer Schmidt has accepted the 1.0FTE/12MPY position of Police Officer effective October 13, 2008.

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hyland, Linda</td>
<td>Office Technician – Children Center</td>
<td>From -.66 To -.73</td>
<td>10.5</td>
<td>Temp.</td>
<td>01/03/09 – 06/18/09</td>
</tr>
<tr>
<td>2.</td>
<td>Lakomski, Kimie</td>
<td>Human Resource Technician</td>
<td>From -.53 To - 1.0</td>
<td>12</td>
<td>Temp</td>
<td>09/29/08 – 11/28/08</td>
</tr>
<tr>
<td>3.</td>
<td>Pomajulca, Cesar</td>
<td>Lab Technician – Nursing</td>
<td>From -.40 To -.48</td>
<td>10</td>
<td>Temp.</td>
<td>08/11/08 – 06/12/09</td>
</tr>
</tbody>
</table>

### BACKGROUND INFORMATION

1. Temporary increase in assignment to meet the needs of the Children’s Center for the Spring 2009 semester effective January 3, 2009 through June 18, 2009.

2. Temporary increase in assignment to meet the needs of the Human Resources Department during Banner implementation effective Sept. 29, 2008 through November 28, 2008.

3. Temporary increase in assignment to meet the needs of the Nursing Department effective August 11, 2008 through June 12, 2009.
### C. TEMPORARY REASSIGNMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bagatas-Carmona Emy</td>
<td>From - Financial Aid Technician</td>
<td>1.0</td>
<td>12</td>
<td>11/03/08 – 06/30/09</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To - Transfer and Career Technician</td>
<td>1.0</td>
<td>11(Temp)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Smith, Sara</td>
<td>From – Financial Aid Assistant</td>
<td>1.0</td>
<td>12</td>
<td>11/03/08 – 06/30/09</td>
</tr>
<tr>
<td></td>
<td></td>
<td>To – Financial Aid Technician</td>
<td>1.0</td>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

**BOARD AGENDA ITEM**

<table>
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<tr>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.10.C</td>
</tr>
<tr>
<td>Subject:</td>
<td>Classified Employee Changes</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td>Recommendations</td>
</tr>
<tr>
<td></td>
<td>APPROVAL</td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND:**

Effective July 1, 2008, the District combined the Cal/Works and EOPS Program both categorically funded programs. The District has determined it necessary to modify the existing EOPS Technician position to an EOPS/CALWORKS Specialist position.

The District and CSEA have agreed on the following changes in the area of EOPS/CALWORKS effective September 1, 2008.

1. Change the title of *EOPS Technician* – Range 11 ($3052-$3710) held by Sherry Sacuzzo 1.0 FTE, to *EOPS/CALWORKS Specialist* – Range 16 ($3324-$4040).

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

**RECOMMENDATION:**

The Superintendent/President recommends approval of this action effective September 1, 2008.

Administrator Initiating Item: Linda Beam, Executive Dean of Human Relations & Labor Relations
Marin Community College District
Kentfield, CA 94904

Board Agenda Item

To: Board of Trustees
From: Superintendent/President

Date: November 11, 2008
Item & File No. C.10.D

Subject:
Academic Personnel Recommendations

Reason for Board Consideration:

Enclosure(s):

APPROVAL
Recommendations

Background:

The following actions are included in the Educational Management Recommendations:

A. Retirement/Resignation of Academic Personnel

Budget Implications:

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

Recommendation:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources and Labor Relations
### A. RETIREMENT OF ACADEMIC PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Adair, Carol</td>
<td>Instructor, Communications</td>
<td>1.0</td>
<td>Resignation</td>
<td>12/20/08</td>
</tr>
<tr>
<td>2.</td>
<td>Bishop, Jill</td>
<td>Children’s Center, Site Supervisor</td>
<td>1.0</td>
<td>Resignation</td>
<td>12/20/08</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Ms. Carol Adair has submitted her letter of resignation from her position as Instructor in the Communications Department for retirement purposes effective December 20, 2008.

2. Ms. Jill Bishop has submitted her letter of resignation from her position as Children’s Center Site Supervisor for retirement purposes effective December 20, 2008.
BOARD AGENDA ITEM

To: Board of Trustees                      Date: November 11, 2008
From: Superintendent/President          Item & File No. C.10.E

Subject: Educational Management Personnel Recommendations

Reason for Board Consideration: Enclosure(s):

APPROVAL Recommendations

BACKGROUND:

The Appointment of Educational Management Personnel Recommendations are attached.

A. Resignation of Educational Management Personnel

B. Appointment and /or Change of Educational Management Personnel

FISCAL IMPLICATIONS: All recommendations are within budgeted FTE.

RECOMMENDATION:

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Martinez, Anita</td>
<td>Vice-President of Student Learning</td>
<td>1.0</td>
<td>12/31/08</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Ms. Anita Martinez has submitted her letter of resignation from her position as Vice-President of Student Learning effective December 31, 2008.
A. APPOINTMENT OF EDUCATIONAL MANAGEMENT PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Chang, Nicholas</td>
<td>Vice President of Student Learning</td>
<td>1.0</td>
<td>1/1/09-6/30/09</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Appointment to position of Vice-President of Student Learning, effective January 1, 2009-June 30, 2009 or until position is filled permanently.
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.

House Manager in Community Education and Dept. Aide IV in Academic Administration and EOPS/CalWORKs are on the non-instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
<table>
<thead>
<tr>
<th>DEPT.</th>
<th>JOB TITLE</th>
<th>NUMBER OF POSITONS</th>
<th>START DATE</th>
<th>END DATE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Administration</td>
<td><strong>Dept Aide IV – Proof reading, assemble documents, word processing, Excel spreadsheets, general clerical.</strong></td>
<td>1</td>
<td>10/20/2008</td>
<td>12/15/2008</td>
<td>$15.00 hour</td>
</tr>
<tr>
<td>Community Education</td>
<td><strong>House Manager – Assist Classified Staff. Oversee use of Fine Arts facility during use by outside group. Opening and closing, making sure equipment is set up and operational.</strong></td>
<td>1</td>
<td>12/07/2008</td>
<td>12/07/2008</td>
<td>$11.75 hour</td>
</tr>
<tr>
<td>EOPS/CalWORKs</td>
<td><strong>Dept Aide IV – Will Assist Classified Staff. Will work under the supervision of the EOPS/CARE/CalWORKs Program Coordinator. In absence of Program Coordinator and Specialist, under the direction of the Dean of Student Development, have the ability to make decisions and work independently; allowing other staff to participate in Statewide and County meetings.</strong> Duties may include: scheduling appointments, assist counseling staff, assist with compiling data, answering phones, file maintenance, MIS data. Paid 50% from EOPS and 50% from CalWORKs.</td>
<td>1</td>
<td>10/29/2008</td>
<td>06/30/2009</td>
<td>$15.00 hour</td>
</tr>
</tbody>
</table>
BACKGROUND:

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

*Human Resources did not receive necessary paperwork from the department until after these individuals worked. These hourly employees need to be paid for work that has already been completed.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Budget Transfers – Month of October – FY 2008/09

Reason for Board Consideration: APPROVAL

BACKGROUND:

The accompanying transfer information includes twenty-seven budget transfers in October, totaling $250,218, in Unrestricted Funds.

There were twelve transfers in Restricted Funds for $356,846 in October 2008. There were twelve budget transfers from Restricted Reserves for $46,018, of which $21,338 was to allocate State funds, $12,090 was to allocate basic skills funds and $11,106 to adjust Prior Year funds. The remaining $1,484 was to allocate a Nursing Grant.

There were three budget transfers from Measure C Bond Funds for $62,000, of which $56,000 was for the Interim IT Director, $4,000.00 for ARGOS training and $2,000.00 for traffic barricades and office 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>(121,653)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 (Classified Salary)</td>
<td></td>
<td>13,872</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000 (Employee Benefits)</td>
<td></td>
<td></td>
<td>18,737</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 (Supplies/Eqpt. Repl.)</td>
<td>(150,991)</td>
<td></td>
<td></td>
<td>2,000</td>
<td></td>
</tr>
<tr>
<td>5000 (Other Operating Exp.)*</td>
<td></td>
<td>271,941</td>
<td></td>
<td>60,000</td>
<td></td>
</tr>
<tr>
<td>6000 (Capital Outlay)</td>
<td></td>
<td></td>
<td>14,112</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7000 (Other Outgo)**</td>
<td></td>
<td></td>
<td>(46,018)</td>
<td></td>
<td>(62,000)</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 October Budget Transfers – FY 2008/09.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
<table>
<thead>
<tr>
<th>BT #</th>
<th>UNRESTRICTED</th>
<th>RESTRICTED FUND</th>
<th>TOTAL GENERAL FUND</th>
<th>Child Care Fund</th>
<th>Measure C</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2673</td>
<td>2673</td>
<td>121,653.00</td>
<td>121,653.00</td>
<td>121,653.00</td>
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<tr>
<td>2</td>
<td>2675</td>
<td>2675</td>
<td>56,000.00</td>
<td>56,000.00</td>
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<tr>
<td>3</td>
<td>2679</td>
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<td>4,000.00</td>
<td>4,000.00</td>
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</tr>
<tr>
<td>4</td>
<td>2695</td>
<td>2695</td>
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<td>2,000.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>5</td>
<td>2697</td>
<td>2697</td>
<td>4,800.00</td>
<td>4,800.00</td>
<td>4,800.00</td>
</tr>
<tr>
<td>6</td>
<td>2702</td>
<td>2702</td>
<td>5,000.00</td>
<td>5,000.00</td>
<td>5,000.00</td>
</tr>
<tr>
<td>7</td>
<td>2709</td>
<td>2709</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>8</td>
<td>2710</td>
<td>2710</td>
<td>200.00</td>
<td>200.00</td>
<td>200.00</td>
</tr>
<tr>
<td>9</td>
<td>2717</td>
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<td>2718</td>
<td>150.00</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>11</td>
<td>2719</td>
<td>2719</td>
<td>500.00</td>
<td>500.00</td>
<td>500.00</td>
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<tr>
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<td>2721</td>
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<td>14</td>
<td>2722</td>
<td>2722</td>
<td>640.00</td>
<td>640.00</td>
<td>640.00</td>
</tr>
<tr>
<td>15</td>
<td>2723</td>
<td>2723</td>
<td>640.00</td>
<td>640.00</td>
<td>640.00</td>
</tr>
<tr>
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<tr>
<td>17</td>
<td>2725</td>
<td>2725</td>
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<td>640.00</td>
<td>640.00</td>
</tr>
<tr>
<td>18</td>
<td>2726</td>
<td>2726</td>
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</tr>
<tr>
<td>19</td>
<td>2727</td>
<td>2727</td>
<td>640.00</td>
<td>640.00</td>
<td>640.00</td>
</tr>
<tr>
<td>20</td>
<td>2728</td>
<td>2728</td>
<td>640.00</td>
<td>640.00</td>
<td>640.00</td>
</tr>
<tr>
<td>21</td>
<td>2729</td>
<td>2729</td>
<td>640.00</td>
<td>640.00</td>
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<tr>
<td>22</td>
<td>2730</td>
<td>2730</td>
<td>640.00</td>
<td>640.00</td>
<td>640.00</td>
</tr>
<tr>
<td>23</td>
<td>2731</td>
<td>2731</td>
<td>640.00</td>
<td>640.00</td>
<td>640.00</td>
</tr>
<tr>
<td>24</td>
<td>2732</td>
<td>2732</td>
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<td>640.00</td>
<td>640.00</td>
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<tr>
<td>25</td>
<td>2733</td>
<td>2733</td>
<td>640.00</td>
<td>640.00</td>
<td>640.00</td>
</tr>
<tr>
<td>26</td>
<td>2734</td>
<td>2734</td>
<td>640.00</td>
<td>640.00</td>
<td>640.00</td>
</tr>
<tr>
<td>27</td>
<td>2735</td>
<td>2735</td>
<td>640.00</td>
<td>640.00</td>
<td>640.00</td>
</tr>
<tr>
<td>28</td>
<td>2736</td>
<td>2736</td>
<td>640.00</td>
<td>640.00</td>
<td>640.00</td>
</tr>
</tbody>
</table>

**TOTAL GENERAL FUND**

(121,653.00)  13,772.21  18,737.00  (150,950.99)  271,910.79  14,111.99  (48,018.00)  318,661.99  653,081.76

**Child Care Fund**

1  0  0

**Measure C**

1  2698  56,000.00  56,000.00  0  56,000
2  2702  4,000.00  4,000.00  0  4,000
3  2709  2,000.00  2,000.00  0  2,000
4  2710  0  0  0  402,864.00
<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>TOTAL ALL FUND</td>
<td>(121,653.00)</td>
<td>13,872.21</td>
<td>18,737.00</td>
<td>(148,990.99)</td>
<td>331,940.79</td>
<td>(47,888.01)</td>
<td>(46,018.00)</td>
<td>0</td>
</tr>
</tbody>
</table>

Budget Inter-project transfers were funds remained within

the same account code and transfers offset to zero, not included in totals.

Object Code

<table>
<thead>
<tr>
<th>4000</th>
<th>4000</th>
<th>5000</th>
<th>5000</th>
<th>6000</th>
<th>6000</th>
</tr>
</thead>
<tbody>
<tr>
<td>*</td>
<td>2770</td>
<td>(100,000)</td>
<td>100,000</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>*</td>
<td>2645</td>
<td>(1,910)</td>
<td>1,910</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

Total Measure C Building transfers were funds remained within same account code

- (101,910.36) | (101,910.36)
BACKGROUND:

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

For the period 10/07/2008 through 10/28/2008, warrants 78534-80111 were issued in the total amount of $3,385,542.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the payments for goods and services.
DATE: November 11, 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 78534-80111 in the amount of $3,385,541 for all funds for the period 10/07/2008 through 10/28/2008 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 $1,097,485 of the above amount. Expenditure Summary includes payroll through September 30, 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>21,246,964</td>
<td>0</td>
<td>4,894,140</td>
<td>16,352,824</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>11,386,311</td>
<td>0</td>
<td>2,501,664</td>
<td>8,884,647</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>10,836,041</td>
<td>0</td>
<td>2,898,448</td>
<td>7,937,593</td>
</tr>
<tr>
<td>Books &amp; Supplies</td>
<td>1,438,444</td>
<td>170,422</td>
<td>264,553</td>
<td>1,003,469</td>
</tr>
<tr>
<td>Other Operating Expense*</td>
<td>5,999,617</td>
<td>798,506</td>
<td>1,434,507</td>
<td>3,766,604</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,709,456</td>
<td>60,881</td>
<td>279,170</td>
<td>1,369,405</td>
</tr>
<tr>
<td>Other Outgo**</td>
<td>4,553,733</td>
<td>0</td>
<td>1,725,996</td>
<td>2,827,737</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>57,170,566</td>
<td>1,029,809</td>
<td>13,998,478</td>
<td>42,142,279</td>
</tr>
</tbody>
</table>

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

** Includes financial aid awards and inter-fund transfers.
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.
<table>
<thead>
<tr>
<th>Campus</th>
<th>Bldg</th>
<th>Quant</th>
<th>Detailed Description</th>
<th>Inventory #</th>
<th>Age</th>
<th>Condition</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>KTD</td>
<td>HC 224</td>
<td>1</td>
<td>Computer CPU w/monitor/printer</td>
<td>843</td>
<td>8 yrs</td>
<td>Obsolete</td>
<td>Junk/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>IT</td>
<td>1</td>
<td>Computer Monitor</td>
<td>10132</td>
<td>Unk</td>
<td>Broken</td>
<td>Junk/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 202</td>
<td>1</td>
<td>Compac Computer</td>
<td>308B1777</td>
<td>Unk</td>
<td>Unk</td>
<td>Junk/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 202</td>
<td>1</td>
<td>KDS Monitor</td>
<td>10315</td>
<td>Unk</td>
<td>Unk</td>
<td>Junk/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 202</td>
<td>1</td>
<td>Keyboard</td>
<td>3902C952</td>
<td>Unk</td>
<td>Unk</td>
<td>Junk</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 202</td>
<td>1</td>
<td>Siemens Euroset Plus Phone</td>
<td></td>
<td>8</td>
<td>Unk</td>
<td>Junk/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 202</td>
<td>1</td>
<td>HP Scanjet 5550C</td>
<td></td>
<td>Unk</td>
<td></td>
<td>Junk/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 202</td>
<td>1</td>
<td>Photosmart 7550</td>
<td></td>
<td>Unk</td>
<td></td>
<td>Junk/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 202</td>
<td>1</td>
<td>Energizer Class 2 Battery Charger</td>
<td></td>
<td></td>
<td></td>
<td>Junk/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 202</td>
<td>1</td>
<td>Wall Shleving Unit</td>
<td></td>
<td></td>
<td></td>
<td>Junk/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 202</td>
<td>2</td>
<td>6' foot bookshelves</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KTD</td>
<td>SS 202</td>
<td>1</td>
<td>Small Black Bookcase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BACKGROUND:

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

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

**Liberal Arts and Sciences**

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

**BIOL 165L**

*Introduction to Insect Biodiversity Laboratory*

This course provides an introduction to the study of insect biodiversity in field and laboratory. It teaches fundamentals of insect structure and function, use of standard entomological equipment, identification of the major groups, and understanding of ecological and evolutionary factors especially important in determining which insects are found in different habitats.

**BIOL 270**

*Practicum in Identification and Taxonomy*

This course provides students the opportunity to increase their skills in identification and classification of organisms area to the levels frequently needed for biodiversity studies and environmental assessments.
Liberal Arts and Sciences – Continued

DANC 139  
Selected Topics: Jackie O

Preparation and performance of dance numbers for Performing Arts opera “Jackie O” in collaboration with drama and music departments.

RECOMMENDATION:

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

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
BACKGROUND:

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

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

<table>
<thead>
<tr>
<th>ART</th>
<th>190</th>
<th>Black and White Photography I</th>
<th>Revise catalog description, schedule description, student outcomes, methods of instruction, course content, critical thinking, methods of evaluation, and texts/assigned reading.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ART</td>
<td>191</td>
<td>Black and White Photography II</td>
<td>Revise catalog description, schedule description, student outcomes, methods of instruction, course content, critical thinking, methods of evaluation, and texts/assigned reading.</td>
</tr>
</tbody>
</table>
Credit Course Revisions – Continued

ART 290
Black and White Photography IV
Change prerequisite from ART 192 to ART 190. Revise
catalog description, schedule description, student outcomes,
methods of instruction, course content, critical thinking,
methods of evaluation, and texts/assigned reading.

DENT 100
Introduction to Health Careers
Revise schedule description, methods of instruction, and
texts/assigned reading.

MEDA 100
Introduction to Health Careers
Revise schedule description, methods of instruction, and
texts/assigned reading.

MEDA 120
Medical Terminology I
Revise catalog description and schedule description.

MEDA 121
Medical Terminology II
Revise catalog description and schedule description.

MEDA 126
Medical Office Computers:
MEDISOFT
Change advisory from none to Completed MEDA 125.
Revise catalog description, schedule description, student
outcomes, and methods of evaluation

MEDA 126L
Medical Office Computers:
MEDISOFT Lab
Revise catalog description, schedule description, student
outcomes, methods of evaluation, and texts/assigned reading.

N E 100
Introduction to Health Careers
Revise schedule description, methods of instruction, and
texts/assigned reading.

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

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
To: Board of Trustees  Date: November 11, 2008
From: Superintendent/President  Item & File No. C.10.L.1(a-c)
Subject: Various Projects
Construction Contracts
Reason for Board Consideration: Enclosure(s):

CONSENT RATIFICATION
None

BACKGROUND:
Under the current District procurement procedures, the Board is asked to take action on construction contracts in the following sequence (all of which are presented to the Board as agenda items):
1. Approve and authorize bidding
2. Award contract
3. Ratify the fully executed contract

After the formal bid process (item 1) and project bid opening, the Board is asked to award the contract to the lowest responsive bidder (item 2). A “Notice of Award” is then presented to the contractor and documents are prepared and submitted by the contractor to the District for review. These documents include the Construction Contract (Specification Section 00 52 13 – Agreement Form – Stipulated Sum (Single-Prime Contract)). The Contractor has seven (7) calendar days to prepare and submit these documents. The District then issues a Notice to Proceed (NTP), and work can begin.

Following execution of the Construction Contract, the Board is asked to ratify the fully executed contract (item 3). This ratification does not prevent work from starting, but has been a part of the Board notification process. The time frame between NTP and contract ratification may be several weeks, depending on the Board meeting schedule.

This Board item is a request to the Board for ratification of the following (previously executed) contracts:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Contract Amount</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Di Giorgio Contracting Company, Inc.</td>
<td>$14,097,250</td>
<td>Main Building Complex, Parking Lot-Bioswale &amp; Pathways Projects (417A-401B-413A) (BOT awarded 10/14/08, NTP to be issued 11/11/08)</td>
</tr>
</tbody>
</table>

In addition, executed Construction contracts under $15,000 are also brought to the Board for ratification. This Board item is a request to the Board for ratification of the following (previously executed) contracts under $15,000:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Contract Amount</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kingsborough Atlas Tree Surgery</td>
<td>$1,575</td>
<td>Transportation Tech Relocation (850H)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Shade &amp; Greenhouse Structures (850C)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ignacio Creek Erosion Mitigation (419A)</td>
</tr>
<tr>
<td>Al Villa Builder</td>
<td>$2,620</td>
<td>PE Complex Portables (850F)</td>
</tr>
</tbody>
</table>

FISCAL IMPACT:
These construction contracts will be paid from Measure C bond funds. Copies of the executed contracts are on file in the modernization office.

RECOMMENDATION:
The Superintendent/President recommends that the Board ratify the above-listed construction contracts for projects for the Measure C Bond Program as stipulated.
CONSENT RATIFICATION

BACKGROUND:

On April 29, 2008 the Board of Trustees authorized the District Staff to approve amendments to professional services consulting contracts with subsequent ratification by the Board. The following contract amendment is presented herein for ratification:

<table>
<thead>
<tr>
<th>Firm</th>
<th>No.</th>
<th>Amount</th>
<th>Project(s)</th>
<th>Service(s)</th>
<th>Total Contract to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crown Worldwide Moving &amp; Storage, Inc.</td>
<td>2</td>
<td>$0</td>
<td>DSPS Relocation (850L)</td>
<td>No cost time extension - moving services</td>
<td>$14,001</td>
</tr>
</tbody>
</table>

FISCAL IMPACT:

None. Copies of the executed amendments are on file in the modernization office.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify the above-listed amendment for a professional services consulting contract as stipulated.
BACKGROUND: At the January 15, 2008 meeting, the Board approved a sabbatical leave proposal and a sabbatical for Sandy Boyd for one semester (Spring 2009) as recommended by the supervising Vice President.

Dr. Boyd contacted administration September 13, 2008, to decline her sabbatical award for Spring 2009, also notifying Human Resources and David Rollison, Chair of the Sabbatical Leave Committee at the same time.

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

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

In line with that responsibility, I recommend that the Board approval for sabbatical leave granted to Dr. Boyd for Spring 2009 be rescinded. Anticipating Board rescission, Dr. Boyd has been assigned a full schedule of classes for Spring 2009.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees rescind its prior approval of the sabbatical leave and the sabbatical leave proposal per the request of Dr. Boyd and the recommendation of the Vice President of Student Learning, the supervising Vice President, as outlined above.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
September 13, 2008

TO: Anita Martinez  
    Academic Affairs

FROM: Sandy Boyd, Ed.D.

CC: Claudette Muldowney  
    Human Resources

    David Rollison  
    Sabbatical Leave Committee

I am waiving my sabbatical that was awarded for Spring 2009.
BACKGROUND:

This is the local agreement for Child Development Services and authorization to designate the Dean of Student Development, the Director of Student Affairs, and the Vice President of Student Learning as authorized to sign contract documents for the fiscal year 2008/2009.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached resolution.
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2008/09.

RESOLUTION

BE IT RESOLVED that the Governing Board of Marin Community College District

authorizes entering into local agreement number/s 21-6538-00 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arnulfo Cedillo</td>
<td>Director of Student Affairs</td>
<td></td>
</tr>
<tr>
<td>Nick Chang</td>
<td>Dean Of Student Development</td>
<td></td>
</tr>
<tr>
<td>Anita Martinez</td>
<td>Vice President of Student Learn.</td>
<td></td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED THIS 11th day of November 2008/09, by the Governing Board of Marin Community College District

of Marin County, California.

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

_________________________  _________________________
(Clerk’s signature)        (Date)
LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: MARIN COMMUNITY COLLEGE DISTRICT

DATE: July 01, 2008

CONTRACT NUMBER: CCTR-8205
PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS
PROJECT NUMBER: 21-6538-00-8

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

This contract is effective from July 01, 2008 through June 30, 2009. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $189,337.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 5,507.0
Minimum Days of Operation (MDO) Requirement 164


<table>
<thead>
<tr>
<th>STATE OF CALIFORNIA</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINTED NAME OF PERSON SIGNING</td>
<td>PRINTED NAME AND TITLE OF PERSON SIGNING</td>
</tr>
<tr>
<td>Margie Burke</td>
<td>Arnulfo Cedillo, Director of Student Affairs</td>
</tr>
<tr>
<td>TITLE</td>
<td>ADDRESS</td>
</tr>
<tr>
<td>Manager, Contracts &amp; Purchasing Svcs</td>
<td>835 College Avenue, Kentfield, CA 94904</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AMOUNT ENCUMBERED BY THIS DOCUMENT</th>
<th>PROGRAM\CATEGORY (CODE AND TITLE)</th>
<th>FUND TITLE</th>
<th>CONTRACTOR</th>
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<tr>
<td>$ 189,337</td>
<td>Child Development Programs</td>
<td>General</td>
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<td>PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT</td>
<td>(OPTIONAL USE) 0656</td>
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<td>$ 0</td>
<td>23254-6538</td>
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<tr>
<td>TOTAL AMOUNT ENCUMBERED TO DATE</td>
<td>ITEM 30.10.020.001</td>
<td>CHAPTER</td>
<td></td>
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<tr>
<td>$ 189,337</td>
<td>6100-195-0001</td>
<td>STATUTE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>702</td>
<td>FISCAL YEAR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SACS: Res-6060 Rev-8530</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

T.B.A. NO. B.R. NO.

DATE

Department of General Services use only
STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

5. Time is of the essence in this Agreement.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of Congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE CERTIFICATION**: By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.
   c. Every employee who works on the proposed contract will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. *(Government Code 8350 et seq.)*

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. *(Public Contract Code 10296)* (Not applicable to public entities.)

4. **EXPATRIATE CORPORATIONS**: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

5. **SWEATFREE CODE OF CONDUCT**:  
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

6. **DOMESTIC PARTNERS**: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

7. **PAYEE DATA RECORD FORM STD. 204**: This form must be completed by all contractors that are not another state agency or other governmental entity.
BACKGROUND:

At the Board meeting on October 14, 2008, the Board authorized to staff to bid for move services related to the pending paint and carpet projects in the Learning Resource Center at the Kentfield Campus. The estimated cost of this work was between $25,000 and $30,000.

The District received four bids for this project on October 31, 2008 as follows:

- Crown Moving & Storage: $28,599.00 (No acknowledgement of Addendum #1)
- Chipman Relocations: 48,300.00
- Farnsworth Express: 78,490.00
- Nor-Cal Moving Services: 43,988.10

Upon review of the bids received, staff will put forward a recommendation to award this work to the lowest responsive bidder.

The cost for this work will be from the General Fund.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees award the bid for the Move Services for the Learning Resource Project to the lowest responsive bidder.
To: Board of Trustees
From: Superintendent/President
Subject: Memorandum of Understanding by and between the State of California Department of Water Resources, the North Marin Water District and the Marin Community College District
Reason for Board Consideration: Action
Enclosure(s): Memorandum of Understanding

BACKGROUND:
This Memorandum of Understanding (MOU) is submitted to the Board for action with no change since review October Board meeting. This Memorandum of Understanding has been reviewed and approved by the District’s Legal Counsel.

This MOU is between, by and between the State of California, Department of Water resources, the North Marin Water District and the Marin Community College District to install a CIMIS (California Irrigation Management Information System) station at the Marin Community College District at the Indian Valley Campus.

It is anticipated that through this collaboration, the College of Marin will benefit significantly from the participation of the State Water Board and the North Marin Water District in providing state-of-the-art technology for College of Marin students and the community to gain the skills and knowledge to manage water resources responsibility.

This CIMIS Station, to be located between the Ohlone and Miwok Clusters on the green of the Indian Valley Campus, will further the objective of the WamTEC (Water Management Technology Education Center) to advance the skills and knowledge of students, professionals and residents of the region in responsible water management practices.—This is a data-station, and not related to water allotments and/or water use agreements.

The California Irrigation Management Information System (CIMIS) is a program of the Office of Water Use Efficiency (OWUE), California Department of Water Resources (DWR) that manages a network of over 120 automated weather stations in the state of California. CIMIS was developed in 1982 by DWR and the University of California, Davis to assist irrigators in managing their water resources efficiently. Efficient use of water resources benefits Californians by saving water, energy, and money.

CIMIS weather stations collect weather data on a minute-by-minute basis, calculate hourly and daily values and store them in the dataloggers. A computer at the DWR headquarters in Sacramento calls every station starting at midnight Pacific Standard Time (PST) and retrieves each day’s data.
RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Memorandum of Understanding by and between the State of California Department of Water Resources, the North Marin Water District and the Marin Community College District.

Administrator Initiating Item: Nanda Schorske, Dean of Workforce Development and College-Community Partnerships

Cover memo CIMIS MOU 100208
PERMIT TO USE LAND FOR CIMIS NON-IDEAL SITE WEATHER STATION (Land Use Agreement)
This agreement is made on this 11th day of November, 2008, by and between the State of California,
Department of Water resources, the North Marin Water District and the Marin Community College District.
Permission is hereby granted by Marin Community College District, herein called "LANDOWNER", to the State
of California, Department of Water Resources, herein called "STATE", the North Marin Water District, herein
called "COOPERATOR", and their agents and contractors, to enter upon and use a portion of Landowner's
property without charge, herein called "SITE", in the County of Marin, as outlined on the attached
map for California Irrigation Management Information System (CIMIS) facilities, appurtenances, and incidents.
This Permit includes permission for STATE and COOPERATOR to pass over other portions of
Landowner's property not specified herein as may be necessary for entrance to and exit from SITE, and
subject to the following conditions:

1. STATE and COOPERATOR will use the SITE for the installation, maintenance, and operation of a
computerized weather station to collect weather information necessary under local conditions. This
activity is an essential part of CIMIS, which is a program of the Department of Water Resources
to provide irrigation management information to California growers and irrigation water
managers. LANDOWNER hereby grants STATE and COOPERATOR a revocable, non-exclusive
right, during the time that their agreement is in effect and a reasonable period thereafter for removal of the
weather station, to enter upon and use the real property around SITE as necessary for access,
installation, removal, operation or maintenance of the weather station, or to perform any other
action contemplated by this Agreement. This provision gives STATE and COOPERATOR a license only,
and is not intended to grant real property interest in SITE or its vicinity.

2. SITE will be a well-maintained area with an approximate size of ten feet by ten feet. COOPERATOR
will maintain this land use configuration for the duration of the investigation. SITE must be exposed to
unrestricted wind and sun.

3. LANDOWNER will, at no cost to STATE or COOPERATOR, provide water for irrigation of SITE. If
equipment necessary for irrigation of the SITE is not provided by LANDOWNER, COOPERATOR shall
provide and install suitable equipment at their own expense. The irrigation system shall not impact the
weather station in any way.

4. The LANDOWNER will be responsible for the installation of a fence around the weather station if fencing is
required. Fenced enclosure shall be a minimum of ten feet by ten feet.

5. The COOPERATOR will be responsible for the maintenance of the SITE, which will include mowing and
trimming of vegetation, if necessary, under the weather station.

6. COOPERATOR will provide all equipment necessary for a complete non-ideal site weather station. All
equipment will meet STATE's specifications for CIMIS weather station equipment. The programming of the data
logger will be identical or formatted to meet the specifications used in the CIMIS weather station network. Any
exception to the programming must be approved by STATE.
7. COOPERATOR will be responsible for the maintenance and repair of the weather station and will maintain the weather station using STATE maintenance procedures. STATE will train at least one COOPERATOR personnel on weather station maintenance procedures. COOPERATOR must use an aspirated psychrometer in their maintenance program. STATE will help troubleshoot problems with the weather station. COOPERATOR will be responsible for the repair or replacement of all weather station equipment and sensors. STATE will perform normal maintenance visits a minimum of twice each year at random for quality control.

8. STATE may decide in the future to cease operation of certain sensors in the weather station and/or begin using new and different sensors. If a different sensor is deemed necessary by STATE, the COOPERATOR will obtain the new sensor within six (6) months of notification by STATE. The sensor will be installed by STATE.

9. COOPERATOR will be responsible for the installation and monthly service charges for telephone service to the weather station.

10. The data will be analyzed, checked, and flagged by a quality control program. ETo will be calculated and all data (hourly and daily) will be stored in the computer's database. All data will be public information.

11. STATE will be responsible for the installation of the weather station for operation. STATE will also be responsible for initial calibration of the weather station, and for annual calibrations, if necessary.

12. LANDOWNER will provide STATE and COOPERATOR with any keys necessary, or allow STATE to place a STATE lock in a chain configuration with existing locks, in order to gain vehicle access to SITE. STATE and COOPERATOR personnel accessing the SITE for the purposes of this agreement shall close all gates behind them while visiting the SITE, as necessary to prevent access by unauthorized persons.

13. The STATE, COOPERATOR, or LANDOWNER may terminate this permit, by that party giving thirty (30) days prior written notice to the other party. Within a reasonable amount of time after termination, COOPERATOR shall remove any and all facilities, appurtenances, and incidents and return the SITE to its original condition.

14. All costs incur costs incurred by STATE for installation, training, troubleshooting, and operation, and any labor costs incurred by STATE for repair or maintenance of equipment at the SITE pursuant to this be without cost or charge to COOPERATOR or LANDOWNER.

15. STATE and COOPERATOR will exercise reasonable precautions to avoid damage to people or property.

LANDOWNER shall indemnify and hold STATE and COOPERATOR and their agencies, respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LANDOWNER, its officers, agents, or employees.

STATE shall indemnify and hold LANDOWNER and COOPERATOR and their agencies, respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of STATE, its officers, agents, or employees.
COOPERATOR shall indemnify and hold LANDOWNER and STATE and their agencies, respective employees and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of its officers, agents, or employees.

Witness whereof, the parties have entered into this Agreement on the date first hereinabove written.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
Approval Recommended by:

________________________________________
CIMIS Program Chief

________________________________________
Chris DeGabriel
General Manager
North Marin Water District
999 Rush Creek Place, Novato, CA 94948
(415) 899-9237

(COOPERATING AGENCY)

COLLEGE OF MARIN

________________________________________
College of Marin
Carole Hayashino, President, Board of Trustees
835 College Avenue
Kentfield, CA 94904
(415) 457-8811

For Inquires:
Kent Frame
Senior Land & Water Use Scientist Chief, CIMIS Program
901 P Street
P.O. Box 942836
Sacramento, CA 9423p 916-651-7030 Office
916-717-9622 Cellular 916-375-6022 Bryle Lab
BOARD AGENDA ITEM

To: Board of Trustees

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

Subject: Memorandum of Understanding: California Partnership for Achieving Student Success (CalPASS)

Reason for Board Consideration:
Approval

Item & File No. C.11.E
Enclosure(s): MOU

BACKGROUND:

The Chancellor’s Office of the California Community Colleges encourages community colleges to become part of the California Partnership for Achieving Student Success (Cal-PASS), a consortium that, as noted in the preamble of the attached Memorandum of Understanding,

“collects, analyzes, and shares student data in order to track performance and improve success from elementary school through university. To that end, Cal-PASS will coordinate the process of consortium member educational institutions sharing academic performance data concerning students who have or who are attending their institutions by facilitating the transfer of data from the member educational institutions, ensuring the confidentiality of records and their consistency with FERPA (Family Education Rights and Privacy Act) guidelines, and providing technical assistance to member educational institutions.

The educational institutions who choose to participate in this MOU desire to evaluate and improve their respective educational programs through the analysis of academic performance data concerning students who have or who are now attending a consortium member institution. It is necessary, therefore, for the educational institutions to share student data on a reciprocal basis so that they may evaluate and analyze their respective educational programs.

Cal-PASS is designed to improve transitions and success across educational segments. The educational institution members of Cal-PASS will use Cal-PASS data to develop, implement, and assess interventions to improve instruction. The preferred means for participation is for institutional faculty to engage in the Cal-PASS vertical Professional Learning Councils.”

This memorandum of understanding is taken directly from the CalPASS website and does not require local legal review, having been thoroughly reviewed by legal counsel to other participating parties, including the State Chancellor’s Office.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve the Memorandum of Understanding to participate in CalPASS.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
MEMORANDUM OF UNDERSTANDING
CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS

This Memorandum of Understanding, herein referred to as “MOU,” is entered into by and between those school districts, community college districts, colleges, and universities (herein collectively “educational institutions”) who elect to accept its terms pursuant to Section 11 herein.

PREAMBLE

California Partnership for Achieving Student Success (Cal-PASS) collects, analyzes, and shares student data in order to track performance and improve success from elementary school through university. To that end, Cal-PASS will coordinate the process of consortium member educational institutions sharing academic performance data concerning students who have or who are attending their institutions by facilitating the transfer of data from the member educational institutions, ensuring the confidentiality of records and their consistency with FERPA (Family Education Rights and Privacy Act) guidelines, and providing technical assistance to member educational institutions.

The educational institutions who choose to participate in this MOU desire to evaluate and improve their respective educational programs through the analysis of academic performance data concerning students who have or who are now attending a consortium member institution. It is necessary, therefore, for the educational institutions to share student data on a reciprocal basis so that they may evaluate and analyze their respective educational programs.

Cal-PASS is designed to improve transitions and success across educational segments. The educational institution members of Cal-PASS will use Cal-PASS data to develop, implement, and assess interventions to improve instruction. The preferred means for participation is for institutional faculty to engage in the Cal-PASS vertical Professional Learning Councils.

THEREFORE, the educational institutions agree to the following terms of this MOU:

1. Data Sharing

The data shall be provided at least annually consistent with the dates established by Cal-PASS administration. Said data shall be provided in the manner and form as specified by Cal-PASS. The educational institutions shall have access to this data as set forth in the executed Data Sharing Educational Institutions form. The data shall be used only for conducting studies for the purpose of improving instruction. Any data received pursuant to this Memorandum shall be destroyed when it is no longer needed for the studies and no later than seventeen years from the date the data is first received. Cal-PASS may, from time to time at its discretion, provide student data from its members in an anonymous form to recognized educational research institutions for analysis in research concerning the improvement of instruction.
2. **Confidentiality**

The educational institutions will maintain the confidentiality of any and all student data exchanged by each as a part of this MOU. The confidentiality requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, educational institutions shall establish a system of safeguards that will at minimum include the following:

a. Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the MOU.

b. All designated consortium members and staff and faculty at consortium educational institutions involved in the handling, transmittal, and/or processing of data provided under this MOU will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.

c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this MOU.

d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this MOU.

e. Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.

f. The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that any and all disclosures of confidential student data comply with all provisions of the “Family Educational Rights and Privacy Act” and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this MOU.

3. **Indemnification**

Each educational institution participating in this MOU agrees to defend, indemnify, and
hold each other educational institution participating in this MOU, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys’ fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying educational institution, and/or its officers, employees or agents.

4. **Entire Agreement**

This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

5. **Execution**

Each of the persons signing this MOU on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

6. **Assignment**

None of the signatories to this MOU may assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other signatories to this MOU.

7. **Severability**

If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

8. **Waiver**

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

9. **Modification and Amendments**

This MOU may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this MOU. The educational institutions further agree to amend this MOU to the extent amendments are required by an applicable
law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to the educational institutions are implemented which materially affect the intent of the provision of this MOU, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

10. Term of this MOU

This MOU shall be in effect for any institution for the period commencing from the effective date established pursuant to Section 11 until June 30, 2015. Any participant(s) listed as a party to this MOU may terminate its participation by delivering written notice of its intent to terminate said participation to Brad C. Phillips, Grossmont-Cuyamaca Community College District. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

11. Joinder of Parties

The parties agree that any school district, community college district, WASC accredited public or private four-year college or university located in California or other educational organization whose purpose is to improve student success, may become a party to this MOU by executing a letter addressed to the consortium stating as follows:


Said letter shall be executed by an authorized officer of the institution.

Signed: ____________________________ Date: ____________________________
Print Name: Frances L. White
Title: Superintendent/President
Phone number: (415) 485-9202
Email address: fran.white@marin.edu
Please complete the following Cal-PASS contact information for your institution/district. You may submit it along with your signed MOU or email it to mkpatton@calpass.org.

Designation of Contacts for Cal-PASS

**Name of Institution/District:** College of Marin, Marin Community College District  
**Consortium/Region Name:** San Francisco North Bay Area

**Program Contact:** This person is responsible for coordinating the Cal-PASS process at your institution. This is the person who will receive the User ID and Password, which are required to access data and performance reports on the web site. Security is a very high priority, and to that end we will only issue the User ID and Password to the Program Contact, who in turn may identify other authorized users.  
**Name:** Bernie Blackman  
**Title:** Director or Organizational Development and Planning  
**Phone Number:** (415) 485-9545  
**Email Address:** bernie.blackman@marin.edu

**Information Technology Contact:** This person is responsible for generating and submitting the data files.  
**Name:** Al Harrison  
**Title:** Vice President of College Operations  
**Phone Number:** (415) 485-8100  
**Email Address:** al.harrison@marin.edu
DATA SHARING EDUCATIONAL INSTITUTIONS
CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS

CAL-PASS
In the section below and on the attached pages, please designate the institutions with which you wish to share data.

Please designate the institutions with which you wish to share data.
X All partners listed on the attached list
Or
☐ Only those partners designated on the attached list

Attach appropriate county share list(s)

Additional statewide projects: checking these boxes will allow access to your data for inclusion in statewide or regional research projects.
X AVID Advancement Via Individual Determination
X GEAR UP Gaining Early Awareness and Readiness for Undergraduate Programs
X MESA Math Engineering Science Achievement
X The PUENTE Project
X TRIO Programs
Educational Opportunity Centers
Ronald E. McNair Postbaccalaureate Achievement
Student Support Services
Talent Search
Upward Bound
☐ Other ______________________

I certify the information above is correct:
Signed: ___________________________ Date: ________________
Print Name and Title: Fran White – Superintendent/President
Phone Number: (415)485-9202 Email: fran.white@marin.edu
Name of Institution: College of Marin, Marin Community College District
Attach county share list(s) to this form!

Marin

Universities:

☐ All CSU Campuses in California
☐ All UC Campuses in California
☐ Other ________________________________

Community Colleges:

☐ All Community Colleges in California
☐ College of Marin 118347
☐ Other ________________________________

K-12 Districts:

☐ All K-12 Districts in Marin County
☐ Bolinas-Stinson Union Elementary 65300K
☐ Dixie Elementary 65318K
☐ Kentfield Elementary 65334K
☐ Laguna Joint Elementary 65342K
☐ Lagunitas Elementary 65359K
☐ Larkspur Elementary 65367K
☐ Lincoln Elementary 65375K
☐ Marin Co. Office of Education 10215K
☐ Mill Valley Elementary 65391K
☐ Nicasio Elementary 65409K
☐ Novato Unified 65417K
☐ Reed Union Elementary 65425K
☐ Ross Elementary 65433K
☐ Ross Valley Elementary 75002K
☐ San Rafael City Elementary 65458K
☐ San Rafael City High 65466K
☐ Sausalito Marin City School District 65474K
☐ Shoreline Unified 73361K
☐ Tamalpais Union High 65482K
☐ Union Joint Elementary 65516K
☐ Other ________________________________
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Approval of Revised Bond Spending Plan dated November 2008
Reason for Board Consideration: Enclosure(s):

ACTION APPROVAL Revised Bond Spending Plan

BACKGROUND:

On October 10, 2006 the Board approved a preliminary bond spending plan for its $249.5 million bond program in order to allow the District to begin work on the Environmental Impact Reports and begin the programming and design phases for six building and construction projects. The bond spending plan was included and approved as part of the Final Environmental Impact Report on November 7, 2007.

Recognizing the need to continue to adjust the spending plan to accommodate changes in the program, the most recent revision to the bond spending plan was approved by the Board on April 15, 2008. The next revision, dated November 2008, is presented herein for approval. This revision has one (1) modification as follows:

- A project transfer of $1,060,000 from the Transportation Technology Modernization project budget to the Transportation Technology Swing Space budget to cover the cost of the prefabricated steel building structure and surrounding grounds. The prefabricated building will be turned over to the Operations and Maintenance Department once the Transportation Technology building modernization is complete and will become a District asset. Additional modifications to scope include the addition of a sprinkler system as required by the local Fire Protection District, an increase to the size of the water supply line as required by the North Marin Water District, and minor user-requested additions and unforeseen conditions which exceeded the original swing space budget. This swing space budget augmentation is being funded by the windfall created by the current favorable bidding climate.

FISCAL IMPACT:

The total budget for the bond program remains at $264.5 million ($249.5 m bond plus $15 m projected interest).

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the November 2008 Revised Bond Spending Plan so that projects may continue in compliance with current Board directives.

Administrator Initiating Item Administrator Approving Item
V-Anne Chernock Albert J. Harrison II
Director of Modernization Vice President, College Operations
Marin Community College District  
Revised Bond Spending Plan  
Prepared by V-Anne Chernock, Director of Modernization  
Requested November 11, 2008

<table>
<thead>
<tr>
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<tr>
<td>Program costs</td>
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<tr>
<td>ERP (technology program)</td>
<td>$10,000,000</td>
<td>$10,000,000</td>
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<tr>
<td>Reserves</td>
<td>$17,789,000</td>
<td>$17,789,000</td>
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</table>

Projects Approved by Board 10/06
- **KTD Science/Math/CP Complex**  
  | $69,414,598                  | $69,414,598        |                          |
- **KTD Arts Complex - Fine Arts Building**  
  | $19,000,000                  | $19,000,000        |                          |
- **KTD Arts Complex - PA Building modernization**  
  | $17,200,000                  | $17,200,000        |                          |
- **KTD PE Complex modernization**  
  | $25,796,073                  | $25,796,073        |                          |
- **IVC Transportation Complex (incl. machine metals)**  
  | $13,211,000                  | ($1,060,000)       | $12,151,000              |
- **IVC Main Building**  
  | $23,300,000                  | $23,300,000        |                          |

Projects w/ Approval Pending
- **KTD Gateway Complex (Admin, Humanities, CC)**  
  | $17,500,000                  | $17,500,000        |                          |

Infrastructure Budgets
- **KTD Demolition**  
  | $900,000                      | $900,000            |                          |
- **KTD Tree Removal**  
  | $385,100                      | $385,100            |                          |
- **KTD West Campus Bridge**  
  | $2,000,000                    | $2,000,000          |                          |
- **KTD Geothermal Field**  
  | $7,900,000                    | $7,900,000          |                          |
- **KTD Larkspur Annex**  
  | $1,178,773                    | $1,178,773          |                          |
- **KTD Additional Site Development**  
  | $7,746,402                    | $7,746,402          |                          |
- **IVC Bridge and Pathways**  
  | $1,300,000                    | $1,300,000          |                          |
- **IVC Fire Mitigation**  
  | $800,000                      | $800,000            |                          |
- **IVC Gas Main Replacement**  
  | $533,857                      | $533,857            |                          |
- **IVC Creek Erosion**  
  | $1,600,000                    | $1,600,000          |                          |
- **IVC Storm Drain**  
  | $349,428                      | $349,428            |                          |
- **IVC Tree Removal**  
  | $73,424                       | $73,424             |                          |
- **IVC Geothermal**  
  | $1,500,000                    | $1,500,000          |                          |
- **IVC Parking, Bioswale**  
  | $1,000,000                    | $1,000,000          |                          |
- **IVC Power Plants**  
  | $2,800,000                    | $2,800,000          |                          |

**Consolidated Swing Space**  
- $5,239,000                      | $1,060,000            | $6,299,000              |

**Total**  
- $254,500,000                    | $254,500,000          |                          |

**Bond Funds**  
- $249,500,000                    | $249,500,000          |                          |

**Interest earned to date**  
- $8,100,000                      | $8,100,000            |                          |

**Projected additional interest**  
- $6,900,000                      | $6,900,000            |                          |
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Re-authorization for Consulting Contract Amendments
Date: November 11, 2008
Item & File No. C.11.F.1.b(1)

Reason for Board Consideration: 

Enclosure(s): Consultant spreadsheet

BACKGROUND:

On April 29, 2008 the District requested that the Board authorize the ability to approve Consultant Agreement Amendments to the Director or Vice President, in order to facilitate the construction process in a timely manner. This approval authority was passed [item A.5.b] for a trial period of six months, expiring on October 29th, 2008. In the same resolution, reference was made to the pre-authorized list of consultants with estimated spending limits, which would be approved periodically by the Board. A renewed consultant list with recommended spending limits for Calendar Year 2009 is attached for the Board’s consideration and approval. The current request is for re-authorization of this procedure for one year.

The text of the original Board authorization is included here for reference:

On April 15, 2008 the District provided information to the Board related to processes for authorizing and approving professional services consulting contract amendments. Recognizing the Board’s desire to trust the process and secure accountability for results while maintaining project schedules and controlling costs, the District recommends that the Board grant authority to District staff to approve amendments to professional services consulting contracts under the following conditions:

- This authority shall be granted on a trial basis for a period of one year (changed to six months per 4/29 BOT meeting minutes), effective immediately, and will be re-visited before the District bids the large Science/Math/Central Plant project in Spring 2009.
- When the Board approves a new professional services consulting agreement, and at least annually thereafter or as needed, upon recommendation\(^1\) by the District, the Board will allocate funds to cover anticipated amendments for a specified time period.\(^2\)
- The appropriate District Director\(^3\) or Vice President of College Operations will have authority to use this amendment allocation on behalf of the Board. At no time will this authority transfer to any contractor or consultant.
- The appropriate Director or Vice President will approve consulting amendments on behalf of the Board and authorize work to proceed in order to keep the construction project on schedule.
- The appropriate Director or Vice President will be familiar with the progress of the project and will exercise sound professional judgment in authorizing amendments.
- For bond-funded projects, the program management team will maintain a log (list) of all amendments, to include the scope of work, expected or negotiated price, and expected or negotiated contract milestones. This log will be available for Board review at any time.
- Any individual amendment whose final cost is expected to exceed $30,000 will be reported at the next scheduled Board meeting as soon as the expected cost is identified.
- The Board may request a full explanation of any amendment at any time.

\(^1\) The recommendation for each allocation will include a detailed explanation of the anticipated scope(s) of work, estimated cost, approximate milestone dates, and budgeted funding source(s).

\(^2\) Typically six months to one fiscal year.

\(^3\) Typically Director of Modernization for bond projects and Director of Maintenance & Operations for non-bond projects. Directors may substitute for one another if all other conditions of this procedure are met.
The Vice President of College Operations will sign all amendments whose cumulative value for the specified time period does not exceed the authorized annual or semi-annual allocation. All amendments will be presented to the Board for ratification.

When the cumulative value of amendments on any given project approaches the authorized allocation, the Board will be given opportunity to review the contract and discuss options for contract completion.

If at any time consulting contract amendments are expected to exceed the authorized allocation, and at the recommendation of District staff, the Board may authorize additional allocations from available budgeted funds.

FISCAL IMPACT:

The overall fiscal impact of this procedure is expected to be positive, as projects can proceed without the cost of delay.

RECOMMENDATION:

The Superintendent/President recommends that the Board grant authority to District staff to approve amendments to professional services consulting contracts through October 2009 under the conditions outlined above.
<table>
<thead>
<tr>
<th>Consultant:</th>
<th>Responsibility:</th>
<th>Approval Total $ Contract to Date: (thru 10/14/08 BOT)</th>
<th>Previously Approved Contract Balance</th>
<th>Request ($) for October 29, 2008 - 29, 2009</th>
<th>Notes (description provided at $30K or higher):</th>
</tr>
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<tbody>
<tr>
<td>Atta Tech Cambridge Group, Inc.</td>
<td>District MEP</td>
<td>$970,732</td>
<td>$16,235</td>
<td>$105,000</td>
<td>Anticipated unforeseen UG utility issues and IVC powerplant upgrades</td>
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<tr>
<td>Amy Skewes-Cox</td>
<td>District CEQA</td>
<td>$880,469</td>
<td>$71,137</td>
<td>$10,000</td>
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<tr>
<td>Baker Moving &amp; Storage</td>
<td>Movers</td>
<td>$2,500</td>
<td>$1,320</td>
<td>$15,000</td>
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</tr>
<tr>
<td>Ballard &amp; Watkins Construction Services</td>
<td>DSA Inspector</td>
<td>$525,450</td>
<td>$476,105</td>
<td>$10,000</td>
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</tr>
<tr>
<td>Cadent</td>
<td>Person Consultant</td>
<td>$226,344</td>
<td>$16,320</td>
<td>$10,000</td>
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<td>Consolidated Engineering Laboratories</td>
<td>Testing &amp; Inspection, Geotech</td>
<td>$86,451</td>
<td>$86,451</td>
<td>$50,000</td>
<td>Anticipated additional scope for unforeseen conditions</td>
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<td>Crossroads Relocation Services</td>
<td>Movers</td>
<td>$22,368</td>
<td>$0</td>
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<td>Crown Worldwide Moving &amp; Storage</td>
<td>Movers</td>
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<td>$2,909</td>
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<td>CSWSirarch</td>
<td>District Civil Engineer</td>
<td>$1,525,544</td>
<td>$54,544</td>
<td>$115,000</td>
<td>Anticipated unforeseen UG utility issues and IVC powerplant upgrades</td>
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<td>Degennieth Engineers</td>
<td>District Structural Engineer</td>
<td>$303,850</td>
<td>$26,312</td>
<td>$20,000</td>
<td>Anticipated unforeseen pad and vehicular bridge issues</td>
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<td>Fend Graphics</td>
<td>Reprographics</td>
<td>$493,930</td>
<td>$220,881</td>
<td>$50,000</td>
<td>Anticipated reprocographic costs for multiple projects</td>
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<tr>
<td>Fung West, Inc.</td>
<td>District Geotech Engineer</td>
<td>$243,075</td>
<td>$0</td>
<td>$50,000</td>
<td>Anticipated additional soil information for foundation work for (n) conti</td>
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<td>GeoTech Utility Locating LLC</td>
<td>Utility locating</td>
<td>$92,690</td>
<td>$20,920</td>
<td>$150,000</td>
<td>Anticipated UG utility locating services for (n) construction</td>
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<tr>
<td>Harrison, Konatsu, Iweth &amp; Tucker (HKITT)</td>
<td>Project Specific Architect -Trans Tech</td>
<td>$1,776,762</td>
<td>$466,027</td>
<td>$50,000</td>
<td>Anticipated DSA revisions due to existing campus utility connections</td>
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<td>Hertz Rental Equipment</td>
<td>Equipment rental</td>
<td>$1,408</td>
<td>$0</td>
<td>$20,000</td>
<td>Anticipated parking onc access control</td>
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<td>Inspection Services Inc.</td>
<td>DSA Inspector</td>
<td>$150,804</td>
<td>$145,854</td>
<td>$50,000</td>
<td>Anticipated additional scope for IVC Main (for alternates)</td>
</tr>
<tr>
<td>Jefferonetti</td>
<td>DSA Inspector</td>
<td>$190,530</td>
<td>$193,476</td>
<td>$25,000</td>
<td>Anticipated unforeseen conditions for IVC</td>
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<td>Keating Kean Associates, Inc.</td>
<td>District Signage Consultant</td>
<td>$300,307</td>
<td>$197,308</td>
<td>$150,000</td>
<td>Anticipated project specific sign design as required by (n) transition plan</td>
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<tr>
<td>Knueferda</td>
<td>Testing &amp; Inspection</td>
<td>$290,315</td>
<td>$203,843</td>
<td>$150,000</td>
<td>Anticipated additional scope for unforeseen conditions</td>
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<tr>
<td>Karen Hewitt Architecture/Planning</td>
<td>Project Specific Architect -PFE Center</td>
<td>$2,016,500</td>
<td>$337,596</td>
<td>$150,000</td>
<td>Scope changes for unforeseen conditions and code correlation</td>
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<tr>
<td>LSA Associates, Inc.</td>
<td>District Environmental Mentor</td>
<td>$124,300</td>
<td>$92,415</td>
<td>$150,000</td>
<td>Anticipated additional tribal monitoring services</td>
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<tr>
<td>Mergy Wong Duo Logan Architects (MWEL)</td>
<td>Project Specific Architect -PA &amp; PA</td>
<td>$3,510,316</td>
<td>$1,179,723</td>
<td>$100,000</td>
<td>Anticipated DSA revisions</td>
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<tr>
<td>McGillis Chen Associates, Inc.</td>
<td>Reclining Engineer</td>
<td>$52,651</td>
<td>$9</td>
<td>$50,000</td>
<td>Anticipated unforeseen roof conditions at PA</td>
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<tr>
<td>Miller Brown Daniels</td>
<td>District Legal Consultant</td>
<td>$355,785</td>
<td>$119,770</td>
<td>$125,000</td>
<td>Anticipated legal counsel for bidding challenges and other advice</td>
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<tr>
<td>Mobile Modular Management Co</td>
<td>Storage (on &amp; off site)</td>
<td>$307,134</td>
<td>$107,730</td>
<td>$150,000</td>
<td>Anticipated swing space needs for multiple projects</td>
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<tr>
<td>Mobile Storage Group</td>
<td>Storage (on &amp; off site)</td>
<td>$605</td>
<td>$0</td>
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<td>Moritz Arbuckle Consulting</td>
<td>Project Specific &amp; District Arboret</td>
<td>$22,188</td>
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<td>Anticipated on-call duties for arboreal services</td>
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<td>National Building Maintenance</td>
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<td>Anticipated cleaning services for swing space</td>
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<td>Non-Cal Moving Services</td>
<td>Movers</td>
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<td>North Marin Water District</td>
<td>Water service fees &amp; work</td>
<td>$50,072</td>
<td>$34,201</td>
<td>$290,000</td>
<td>Anticipated MWWD request for IVC Main</td>
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<td>Rozynian, Hanamoto, Alley &amp; Asby (RHA)</td>
<td>District Landscape Architect</td>
<td>$733,112</td>
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<td>Anticipated design services for ADA compliance</td>
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<tr>
<td>Sensible Environmental Solutions (SES)</td>
<td>Testing &amp; Inspection</td>
<td>$122,423</td>
<td>$47,795</td>
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<td>Anticipated haz mat remediation for SSCP</td>
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<td>Ramp design &amp; Installation</td>
<td>$11,657</td>
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<td>Anticipated installation and modification of ADA ramps</td>
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<td>Transitions</td>
<td>PFE Consultant / Mechanical Management</td>
<td>$550,161</td>
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<td>VSN Architects</td>
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<td>$1,993,365</td>
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<td>$75,000</td>
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<td>Storage (on &amp; off site)</td>
<td>$35,942</td>
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</table>
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>November 11, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.11.F.1.b(2)</td>
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</tr>
<tr>
<td>Subject:</td>
<td>Re-authorization for Construction Contract Changes</td>
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<td></td>
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<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
<td></td>
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</tbody>
</table>

**ACTION APPROVAL**

| None | |

**BACKGROUND:**

On April 29, 2008 the District requested that the Board authorize approval of Potential Change Orders (PCOs) under $50K to the Director or Vice President, in order to facilitate the construction process in a timely manner. This approval authority was passed [item A.5.a] for a trial period of six months, expiring on October 29th, 2008. The current request is that the Board grant a one year extension through October, 2009 with an increase in the allocated limit to 10% (bulleted item 2, below). The text of the original Board authorization is included here for reference:

On April 15, 2008 the District provided information to the Board related to processes for authorizing and approving construction contract changes. Recognizing the Board’s desire to trust the process and secure accountability for results while maintaining a smooth construction schedule and controlling costs, the District recommends that the Board grant authority to District staff to approve changes to construction contracts under the following conditions:

- This authority shall be granted on a trial basis for a period of one year, effective immediately, and will be revisited before the District bids the large Science/Math/Central Plant project in Spring 2009.
- When the Board approves a new construction contract, the Board will also allocate an amount equal to 10% (changed to 5% per 4/29 BOT meeting minutes) of the approved contract amount to be set aside as construction contingency.
- The appropriate District Director or Vice President of College Operations will have authority to use this 10% construction contingency for contract change orders on behalf of the Board. At no time will this authority transfer to any contractor or consultant.
- The appropriate Director or Vice President will approve all Potential Change Orders (PCOs) on behalf of the Board and authorize work to proceed in order to keep the construction project on schedule.
- The appropriate Director or Vice President will be familiar with the progress of the project and will exercise sound professional judgment in authorizing changes.
- For bond-funded projects, the program management team will maintain a log (list) of all open PCOs, to include the PCO’s scope of work, expected or negotiated price, expected or negotiated time extension, and ultimately the number of the Change Order that includes the PCO. This log will be available for Board review at any time.
- Any individual PCO whose final cost is expected to exceed $50,000 will be reported at the next scheduled Board meeting as soon as the expected cost is identified.
- The Board may request a full explanation of any PCO at any time.
- PCOs will be consolidated into Change Orders as soon as final prices are negotiated. All Change Orders will be presented to the Board for approval.
- When the cumulative value of change orders on any given project approaches the 10% contingency, the Board will be given opportunity to review the contract and discuss options for contract completion.
- If at any time contract changes are expected to exceed the 10% contingency, and at the recommendation of District staff, the Board may authorize additional contingency from available budgeted funds.
- When the cumulative value of change orders exceeds the 10% contingency, and the Board has authorized additional budgeted funds, the Board will be asked to make findings that the work is of an emergency nature or that public interest is better served by authorizing the existing contractor to perform the work than by stopping work on the project to allow the work to be formally publicly bid.

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1 Typically Director of Modernization for bond projects and Director of Maintenance & Operations for non-bond projects. Directors may substitute for one another if all other conditions of this procedure are met.
2 A Change Order may include any number of PCOs from one to several hundred, depending on the size and timing of the project.
FISCAL IMPACT:

The overall fiscal impact of this procedure is expected to be positive, as projects can proceed without the cost of delay.

RECOMMENDATION:

The Superintendent/President recommends that the Board grant authority to District staff to approve changes to construction contracts through October 2009 under the conditions outlined above.
BACKGROUND:

The Dance Relocation Project (850N), a temporary building at the Kentfield Campus, has been submitted to the Division of the State Architect (DSA) and is expecting imminent approval. The project is being constructed to provide a temporary Dance Studio for the Dance Program while the department’s new space in the Performing Arts Building is under construction. The project “shell” is a prefabricated steel building, modified for Dance use, to eventually be taken over by the District’s Operation and Maintenance team. The District now requests approval of this project and authorization to commence bidding upon receipt of DSA approval.

Moreover, because this is a temporary facility and occupied by students for no more than three years, DSA will waive the structural review of the project, only reviewing for accessibility, provided that the Board adopts the attached resolution (Resolution #11/11/08 C.11.F.1(c)) declaring the facility a temporary use non-school building for instructional purposes.

Faculty, staff and user input was considered in creating this temporary space. The resolution was prepared in consultation with legal counsel (MBD).

FISCAL IMPACT:

The final reconciled engineer’s estimate for the project is $1,150,000 against a total project construction budget of $1,225,000. This project will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Dance Relocation Project (850N); authorize the District to proceed with bidding the work following final DSA approval; and adopt Resolution No. 11/11/08 C.11.F.1(c) declaring the building as a temporary use structure for instructional purposes.
BEFORE THE BOARD OF TRUSTEES
OF THE
MARIN COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 11/11/08 C.11.F.1(c)

Declaring the 3,451 SF Metal Building for the Dance Swing Space Facility as a Temporary Use Non-School Building for Instructional Purposes

WHEREAS, the purpose of the Field Act, which is outlined in the Education Code ("Code"), Title 1, Division 1, Part 10.5, Chapter 3, Article 3, (commencing with Section 17280) and Article 6 (commencing with Section 17365), and Title 3, Division 5, Part 49, Chapter 1, Article 3 (commencing with Section 81050) and Article 7 (commencing with Section 81130) of Part 49, is to protect the safety of students and school-based staff; and

WHEREAS, the Uniform Building Code, 24 Cal. Code of Regulations, sections 4-314 and 4-315, adopted under the authority of Education Code section 81142 found in the Field Act, state that buildings or structures of a temporary nature may be utilized by the Governing Board for a period of up to three years for instructional use on its own responsibility without first submitting plans and specifications to Division of State Architect (DSA), but such buildings or structures shall not be used for classroom purposes beyond three years; and

WHEREAS, the Code does not require DSA approval for such temporary buildings or structures, but does state that the Governing Board assumes responsibility for employing appropriately licensed architects and/or registered engineers to prepare the plans and specifications and for adequate inspection of materials and work of construction to ensure compliance with the provisions of Parts 2-7 and 12, Title 24 Code of California Regulations (CCR), as adopted by the Building Standards Commission; and

WHEREAS, the Code requires that a resolution be passed by the Governing Board stating that the exempt temporary building or structure shall not be used for classroom purposes and that no pupils or teachers, as such, will be required to use the said building for classroom purposes or be subjected to a hazard resulting from its collapse beyond three years of use; and

WHEREAS, the 3,451 SF metal building for the Dance temporary swing space facility is a garage facility in an area separated from other school buildings, which is not to be used or entered by pupils or teachers for instructional purposes beyond three years; and

WHEREAS, the 3,451 SF metal building for the Dance temporary swing space facility located at College of Marin, Kentfield Campus, Kentfield, California will not be certified by the Division of State Architect; and
NOW THEREFORE, BE IT RESOLVED that design and construction of the 3,451 SF metal building for the Dance temporary swing space facility include the employment of appropriately licensed architects and registered engineers to prepare the plans and specifications and for adequate inspection of materials and work of construction to ensure compliance with the provisions of Parts 2-7 and 12, Title 24 CCR, as adopted by the Building Standards Commission, but does not require Division of State Architecture approval of such plans and specifications and that the site shall be marked appropriately to indicate such a design process and posted by signage in accordance with law.

PASSED AND ADOPTED on November 11, 2008, by the following vote of the Board of Trustees of the Marin Community College District of the County of Marin, State of California.

AYES:
NOES:
ABSENT:
ABSTAIN:

President, Governing Board of Trustees

ATTEST:

_____________________________________
Secretary
Board of Trustees
Marin Community College District
Carole Hayashino, Member
Philip J. Kranenburg, Member
Eva Long, Ph.D., Member
James Namnath, Ph.D., Member

Wanden Treanor, Member
Barbara Dolan, Member
Annan Paterson, Member
Todd McCleary, Student Member
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Campus Corner Health Relocation Project (850G)
Approve Project and Authorize Bidding

Date: November 11, 2008
Item & File No. C.11.F.1(d)

Reason for Board Consideration: APPROVAL
Enclosure(s): None

BACKGROUND:

The Campus Corner Health Relocation Project (850G), a permanent portable building at the Kentfield Campus, has been submitted to the Division of the State Architect (DSA) and is awaiting approval. This project consists of a modular building and accessibility ramps, and will become the permanent home for the Health Services Program. The building is sited in a location that will not interfere with the ongoing modernization program. The Health Department’s current building (Dickson Hall) is scheduled for demolition to make way for the new Science/Math Complex.

The District now seeks Board approval of this project and authorization to begin the bidding process following final DSA approval, which is imminent.

FISCAL IMPACT:

The final reconciled engineer’s estimate for the project is $273,000 against a total project construction budget of $280,000. This project will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Campus Corner Health Relocation Project (850G) and authorize the District to proceed with bidding the work following final DSA approval.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

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

* "Permanent" = subject to possible future completion of a facility not funded by Measure C.
**BACKGROUND:**

On May 13, 2008 [item C.11.E.6(b), the Board approved a request for the design and execution of a set of interior signage standards, to be provided by Kate Keating and Associates, Graphic Designers. In the same request, as well as in earlier Board action, the Board approved the graphic design proposal for specific projects. The work has progressed in a timely manner and the first three projects are ready for bidding and procurement. On the advice of the design professionals, the following projects are grouped together in order to improve the quality and consistency of fabrication, as well as to provide cost efficiency to the District:

- Diamond PE Center Alterations Project (308B)
- Main Building Complex Project (417A)
- Transportation Technology Complex Project (402A)

The District now seeks Board authorization to begin the bidding process for interior and exterior signage fabrication and installation for the three (3) projects listed above.

**FISCAL IMPACT:**

The combined engineer’s estimate for these projects is $136,039. Signage for each of these projects will be paid from the individual construction budget of each of the three (3) projects. These projects are paid from Measure C bond funds.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees authorize the District to proceed with bidding of the Building Signage Project (812A), which includes fabrication and installation of interior and exterior signage for the Diamond PE Center Alterations Project (308B), the Main Building Complex Project (417A) and the Transportation Technology Complex Project (402A).
BACKGROUND:

At this time the District gives notice and certifies that:

- The PE Complex Portables Project (850F) electrical work is complete;
- The project has been inspected and that it complies with the plans and specifications;
- The contractor has completed the work;
- The contract is accepted as complete; and
- A Notice of Completion (attached) is ready to be filed.

FISCAL IMPACT:

None.

RECOMMENDATION:

The Superintendent/President recommends that the Board approves the filing of a Notice of Completion for the PE Complex Portables Project (850F) electrical work.
Notice of Completion
(in pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

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

   NAMES                        ADDRESSES

6. Work of modernization on the property hereinafter described was completed on: September 30, 2008.
7. The Project Name & Number are 850F PE Complex Portables.
8. The contractor for such work of modernization is Brumbaugh Enterprises dba Electrix.
9. The name of the contractor’s Surety Co is American Contractors Indemnity Company
10. The date of contract between the contractor and the above owner is June 24, 2008.
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: PE Portables located in Parking Lot 11.

Date

Signature of Owner
Marin Community College District

Verification

I, undersigned, say:
I am Director of Modernization
("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)
To: Board of Trustees  
From: Superintendent/President  
Subject: Transportation Technology Complex Project (402A) Testing & Inspection Services  
Inspection Services, Inc. – new short form professional services agreement  
Reason for Board Consideration: ACTION APPROVAL  
Enclosure(s): New SF PSA

BACKGROUND:

Full-time Testing & Inspection services are required for the Transportation Technology Complex Project (402A) on the Indian Valley Campus. Inspection Services, Inc. was one of ten (10) firms that responded to the District's RFQ process for professional consulting services. They were approved under the Pre-qualification list accepted by the Board on October 9, 2007. Inspection Services, Inc. was interviewed along with two (2) other firms through the District's selection process of short-listed Testing and Inspection firms.

The District recommends that the Board award a new short form professional services agreement for testing and inspection services with Inspection Services, Inc. in the amount of $61,923 for the Transportation Technology Complex Project (402A). The short form professional services agreement (template) was reviewed by legal counsel (MBD).

FISCAL IMPACT:

This short form professional services agreement will be paid from Measure C bond funds set aside for testing and inspection services for the Transportation Technology Complex Project (402A).

RECOMMENDATION:

The Superintendent/President recommends that the Board approve a short form professional services agreement for testing and inspection services with Inspection Services, Inc. in the amount of $61,923 for the Transportation Technology Complex Project (402A) on the Indian Valley Campus.
I. SCOPE OF THE SERVICES

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

1. Provide Testing and Inspection Services for the duration of construction activities for the Transportation Technology Complex Project (402A) on the Indian Valley Campus.
   a. Compaction testing
   b. Cast-in-Place Concrete and Reinforcing Steel
      i. Inspection
      ii. Laboratory Testing
   c. Structural Steel / Welding
      i. Field / Shop Inspection
   d. Miscellaneous Inspections
      i. Wood Construction
   e. Anchor / Dowel Installation
   f. Engineering

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $61,923 inclusive of reimbursable expenses to be paid as lump sum with progress payments with a not to exceed price of $61,923.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by November 11, 2008 and complete the Services by December 31, 2009.
IV. TERMS AND CONDITIONS

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

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

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

**By overnight and express delivery services:**
Marin Community College District  
c/o Swinerton Management & Consulting  
835 College Avenue, Building MS-3  
Kentfield, CA 94904

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

(4) Consultant must comply with Appendix A.

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

(6) This instrument is void to the extent it requires payment by the District of more than SIXTY ONE THOUSAND NINE HUNDRED TWENTY THREE Dollars ($61,923).

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**CONSULTANT**

<table>
<thead>
<tr>
<th>Inspection Services, Inc.</th>
<th>Date</th>
</tr>
</thead>
</table>

**MARIN COMMUNITY COLLEGE DISTRICT**

| Al Harrison  
Vice President College Operations | Date |
|------------------------|------|
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated April 15, 2008 between the Marin Community College District (the “District”), and Inspection Services, Inc. (“Consultant”) providing for professional services.

1. Consultant’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company A or better, financial category size IX or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

1.1 Commercial General Liability Insurance

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

1.2 Business Automobile Liability Insurance

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

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Consultant’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than $1,000,000 each claim, or (b) limits of not less than $2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
2. Insurance terms and conditions:

2.1 Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.

On Consultant’s Commercial General Liability policy, the MARIN COMMUNITY COLLEGE DISTRICT, and its Trustees, officers, officials, representatives, employees, Consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

2.3 Certificates of Insurance shall include the following statement: “Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof.”

2.4 Consultant’s insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

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

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

3 Provide Proof of Insurance

3.1 Address Certificate Holder to:

Marin Community College District
835 College Avenue
Kentfield, CA 94904

3.2 Send Insurance Certificate and Endorsement to:

Copy by fax to:
Marin Community College District
c/o Swinerton Management & Consulting
phone: 415-884-3139
fax: 415-721-7039

Original by mail to:
Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

END OF APPENDIX A
BOARD AGENDA ITEM

To:        Board of Trustees       Date:       November 11, 2008
From:      Superintendent/President Item & File No. C.11.F.3(a)
Subject:   PE Complex PV Project (308D) Enclosure(s):
           Alten Construction, Inc. – Change Order 1
Reason for Board Consideration: APPROVAL

BACKGROUND:

On July 22, 2008 the Board awarded a contract to Alten Construction for the PE Complex PV Project (308D).

Change Order 1 consists of seven (7) Potential Change Orders (PCOs) in the aggregate amount of $49,904 with a 60-day time extension. Two of the PCOs are credits back to the District. The remaining five PCOs average $11,500 each. Two PCOs exceed $20,000 each, as follows:

- PCO 3.1 Replace four additional exterior parking lot lights $24,978
- PCO 4 Add power to ticket machine in Parking Lot 12 $22,859

None of the individual PCOs exceeds the Board approved threshold for advance notification. The work was attributable to unforeseen conditions, design clarifications and owner requested changes to increase the efficiency of maintaining the project over the long term, all of which are common for this type of work.

The 60-day time extension accommodates the long lead time required for the solar panels, which are currently in high demand.

Total compensation $49,904
Total time extension 60 days

FISCAL IMPACT:

This change order will be paid from Measure C bond funds. The total amount of the contract to date is as follows:

Original Contract Amount $3,030,000 Previously approved
Change Order 1 $49,904
Total Contract Amount $3,079,904

The cumulative value of all change orders to date is less than 2% of the original contract value.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 1 for Alten Construction in the amount of $49,904 for the PE Complex PV Project (308D).
## CONTRACT CHANGE ORDER

**PROJECT:** PE Complex PV  
**PROJECT No.:** 1080  
**CONTRACTOR:** Atom Construction  
**OWNER:** Marin Community College District  
**ARCHITECT:** Aefa Tech Cambridge Group  
**C.O. 1**  
**Date: BOC Approval date 11/11/2008**

To:

You are directed to make the following changes to this Contract:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.C.O. 1.1</td>
<td>Credit to eliminate some junction boxes and reduce the size of others.</td>
<td>$(5,805.00)</td>
</tr>
<tr>
<td>F.C.O. 2</td>
<td>Temporary Lighting in Parking Lot 12</td>
<td>$3,433.00</td>
</tr>
<tr>
<td>F.C.O. 3.1</td>
<td>Replace four existing exterior lights with new lights in order to achieve long term maintenance consistency</td>
<td>$24,978.00</td>
</tr>
<tr>
<td>F.C.O. 4</td>
<td>Provide power and data to the ticket machine in Parking Lot 12, as the request of the Police Department - the power will allow the machines to take credit cards, a Distinct request.</td>
<td>$22,839.00</td>
</tr>
<tr>
<td>F.C.O. 6</td>
<td>Install 10 signs in Parking Lot 14 and restripe 8 handicapped parking stalls in Parking Lot 12 to create 11 regular parking spots</td>
<td>$3,035.00</td>
</tr>
<tr>
<td>F.C.O. 7</td>
<td>Price to change the high performance coating specified for a different one with lower point</td>
<td>$(2,048.00)</td>
</tr>
<tr>
<td>F.C.O. 9</td>
<td>General Contractor's extra cost for a time extension to the contract due to long lead time on the PV panels due to high demand in manufacturer's 2008 orders</td>
<td>$3,450.00</td>
</tr>
</tbody>
</table>

**End of Items**  
**SUBTOTAL:** $49,904.00

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

### AGREEMENT

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

- When signed, the Change Order will be considered an integral part of the original contract.
- Any subsequent alterations or changes shall be documented in a Change Order.
- The contractor shall proceed with the work in accordance with the Change Order.

### CONTRACT VALUE ADJUSTMENT

<table>
<thead>
<tr>
<th>Original Contract Price:</th>
<th>Net Change By Previously Authorized Change Order:</th>
<th>Contract Price Prior To This Change Order:</th>
<th>New Contract Price Including This Change Order:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,030,000.00</td>
<td>$3,030,000.00</td>
<td>$3,030,000.00</td>
<td>$3,079,904.00</td>
</tr>
</tbody>
</table>

#### TIME ADJUSTMENT

- Contract Time Will Be:  
  - Increased: 69 days
  - Unchanged:  
  - Decreased: by this Change Order

**Date of Substantial Completion As Of/The Date Of This Change Order:** 3/13/2009

### APPROVED BY CONTRACTOR

**Atom Construction**

**By:**

**Date:**

### APPROVED BY ARCHITECT/ENGINEER

**Aefa Tech Cambridge Group**

**By:**

**Date:**

### ISSUED BY PROJECT MANAGER

**Swinerton Management & Consulting**  
**By:** Summer Byron, Assistant Project Manager

**Date:**

### RECOMMENDED BY PROGRAM MANAGER

**Leigh Sato, Program Manager**

**By:**

**Date:**

### APPROVED BY OWNER

**Marin Community College District**

**By:**

**Date:**

### AUTHORIZED BY OWNER

**Marin Community College District**

**By:**

**Date:**

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

On March 4, 2008 the Board awarded a contract to Alten Construction for the Diamond PE Center Alterations Project (308B). Change Orders 1 through 5 were previously approved.

Change Order 6 consists of two (2) Potential Change Orders (PCOs) in the aggregate amount of $39,907, with no time extension. None of the individual PCOs exceeds the Board approved threshold for advance notification. The work was attributable to design clarifications and owner requested changes, both of which are common in modernization work. The larger of the two PCOs is for necessary changes to the irrigation system.

<table>
<thead>
<tr>
<th>Total compensation</th>
<th>$39,907</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total time extension</td>
<td>None</td>
</tr>
</tbody>
</table>

FISCAL IMPACT:

This change order will be paid from Measure C bond funds. The total amount of the contract to date is as follows:

- Original Contract Amount: $10,552,807
- Change Order 1: $17,454
- Change Order 2: $26,061
- Change Order 3: <$5,390>
- Change Order 4: $39,567
- Change Order 5: $47,333
- Change Order 6: $39,907
- Total Contract Amount: $10,717,739

The cumulative value of all change orders to date is less than 2% of the original contract value.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 6 for Alten Construction in the amount of $39,907 for the Diamond PE Center Alterations Project (308B).
To: Allen Construction

You are directed to make the following changes in this contract:

<table>
<thead>
<tr>
<th>PCO #</th>
<th>Description</th>
<th>Original Contract Price:</th>
<th>Net Change By Previously Authorized Change Order:</th>
<th>New Contract Price Including This Change Order:</th>
</tr>
</thead>
<tbody>
<tr>
<td>063</td>
<td>Irrigation changes including upsize controller, add CCU, demo fertilizer vault per Bulletin 20. Reason: Design clarification</td>
<td>$39,154</td>
<td>$125,025</td>
<td>$10,552,807</td>
</tr>
<tr>
<td>081</td>
<td>Add signage for Lot 13 to keep fire lanes clear. Reason: Owner request</td>
<td>$753</td>
<td></td>
<td>$70,507</td>
</tr>
</tbody>
</table>

End of Items

Subtotal: $39,907

Total: $39,907

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

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AGREEMENT

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

<table>
<thead>
<tr>
<th>AGREEMENT</th>
<th>CONTRACT VALUE ADJUSTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. That the Contract Price / Time is adjusted as shown and that no further adjustment by reason of the change(s) provided herein shall be made; and</td>
<td>Original Contract Price: $10,552,807</td>
</tr>
<tr>
<td>New Contract Price Including This Change Order: $10,717,739</td>
<td></td>
</tr>
<tr>
<td>B. That all the Terms and Conditions of the Contract, except as modified by this and any previous changes, shall remain in full force and effect and apply to the work so changed.</td>
<td>Contract Time Will Be: 0 calendar days</td>
</tr>
</tbody>
</table>

AGREED BY CONTRACTOR

Allen Construction

By: Kwan Henmi Architecture/Planning

Date: ________________________________

ISSUED BY PROJECT MANAGER

Swinerton Management & Consulting

By: Christine Tai, Project Manager

Date: ________________________________

APPROVED BY PROJECT MANAGER

Swinerton Management & Consulting

By: Leigh Sato, Program Manager

Date: ________________________________

APPROVED BY OWNER

Marin Community College District

By: Y. Anne Chernock, Director of Modernization

Date: ________________________________

AUTHORIZED BY OWNER

Marin Community College District

By: Albert J. Harrison II, VP of College Operations

Date: ________________________________

Distribution: Owner, Consultant, Construction Manager, Contractor, C.O. File, Other
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Confidential, Supervisory, and Managers’ Salary and Benefits: 2007-2008
Reason for Board Consideration: Enclosure(s):

APPROVAL

BACKGROUND:

General Compensation and Benefit Increase:

2007/2008
Effective July 1, 2007 through June 30, 2008, all management, supervisory, and confidential employees are recommended to receive a one-time 3% “off-schedule” payment based upon their one-year base salary for the fiscal year ending June 30, 2008.

No permanent change to the respective salary schedules is being recommended.

The District’s maximum contributions for medical insurance coverage for 2007/2008 shall be the Kaiser Family rate at the dollar amount set by the carrier. The District will pay the full cost for medical, dental, and vision insurance programs for the 2007/2008 rates set by the carrier.

BUDGET IMPLICATIONS

The approximate cost for the 3% for fiscal year 2007/2008 is approximately $144,210, which includes the one-time off-schedule payment with salary-related benefits and $6,000 for medical insurance contribution increases.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve the compensation payment and benefit increase to the unrepresented groups.

Administrator Initiating Item
Linda Beam, Executive Dean, Human Resources and Labor Relations
BACKGROUND:

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

ANALYSIS:

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

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

Board Policies and Administrative Procedures for Chapters 1 and 2 will undergo administrative review by Dr. Jane Wright and Dr. Frances White. After this review, the new draft will be evaluated by the Board Subcommittee on Policy for suggested revisions. Revisions will then be reviewed as information items at the BP/AP Revision Task Force and College Council. Once these steps have been completed, finished Board Policies will be submitted to the full Board for first reading and adoption. Administrative Procedures will be presented as information items.

Board Policies and Administrative Procedures for Chapters 3 through 7 will undergo administrative review by Dr. Jane Wright and Dr. Frances White. After this review, the new draft will be evaluated by the BP/AP Revision Task Force for suggested revisions. Revisions will then be reviewed as information items at College Council. Once these steps have been completed, finished Board Policies will be submitted to the full Board for first reading and adoption. Administrative Procedures will be presented as information items.

Board Policies 1100, 1200 and 3430 are now ready for review by the Board of Trustees.
**FISCAL ANALYSIS:**

No fiscal impact for the District.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees receive Board Policies 1100, 1200 and 3430 for first reading and discussion.

| Administrator Initiating Item | Dr. Frances L. White, Superintendent/President |
COLLEGE OF MARIN POLICIES
Chapter 1 – The District

Table of Contents

BP 1100   The Marin Community College District
BP 1200   Mission

Primary Responsibility: Superintendent/President
BP 1100  MARIN COMMUNITY COLLEGE DISTRICT

References:
   Education Code, Section 72000(b);
   Elections Code, Section 18304

The District has been named the Marin Community College District.

The name is the property of the District. No person shall, without the permission of the Board, use this name or the name(s) of any college(s) or other facilities of the District, or any abbreviation of them, to imply, indicate or otherwise suggest that an organization, product or service is connected or affiliated with, or is endorsed, favored, supported, or opposed by, the District.

   From current College of Marin Policy 1.1010 titled Official Name of the District

The official name of the District, established under and by virtue of the laws of the State of California, shall be "Marin Community College District" hereinafter referred to as the "District." The official name of the District shall be used in all instances where the statutory name of the District is legally required, e.g., contracts and other legal documents and notices.

   From current College of Marin Policy 1.1011 titled Name of the College

The District shall maintain a single college to be designated as named College of Marin of which there are two campuses, known as the Kentfield Campus and the Indian Valley Campus.

   From current College of Marin Policy 7.0004 titled Name of Institution

The official name of the College, which is comprised of two campuses, shall be College of Marin. The District will remain designated as the Marin Community College District. The two campuses will be designated as the Kentfield Campus and the Indian Valley Campus.

NOTE: The underlined bold text signifies language that is legally required and recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular text is from current College of Marin Policies 1.1010 titled Official Name of the District adopted on 12-10-80 and last revised on 5-10-05, 1.1011 titled Name of the College adopted on 12-10-80 and last revised on 5-10-05, and 7.0004 titled Name of the Institution adopted on 4-11-89 and last revised on 3-18-03. The language in underlined italics is new language recommended during the administrative review process.
The Policy and Procedure Task Force reviewed this policy on November 15, 2007 and September 17, 2008. The Task Force recommends this policy move forward to College Council. College Council reviewed this policy on October 11, 2008 and recommends it go forward to the Board of Trustees for adoption.

Date Adopted:
(Replaces current College of Marin Policies 1.1010, 1.1011, and 7.0004)
BP 1200  MISSION

Reference:
ACCJC Accreditation Standard 1

The mission of the Marin Community College District:

College of Marin's commitment to educational excellence is rooted in our mission to provide excellent educational opportunities for all members of our diverse community by offering:

- preparation for transfer to four-year schools and universities;
- workforce education;
- basic skills improvement;
- intellectual and physical development and lifelong learning; and
- cultural enrichment.

The College of Marin is committed to responding to community needs by offering student-centered programs and services in a supportive, innovative learning environment with a strong foundation of sustainability, which will instill environmental sensitivity in our students.

- From current College of Marin Policy 1.7020 titled Review Mission Statement Annually

In order to assure that the College of Marin Mission Statement continues to be current and up-to-date, the Board will review it annually at the March Board of Trustees Meeting and will be considered for approval by the Board at the April Board of Trustees Meeting.

NOTE: The underlined bold text signifies language that is legally required and recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular text is from current College of Marin Policy 1.7020 titled Review Mission Statement Annually adopted on 5-10-05. The language in underlined italics reflects the most current College of Marin Mission Statement approved by the Board of Trustees on April 17, 2007 and reaffirmed by the Board of Trustees on April 15, 2008. The Policy and Procedure Task Force reviewed this policy on November 15, 2007 and September 17, 2008. The Task Force recommends this policy move forward to College Council. The Task Force recommends this policy move forward to College Council. College Council reviewed this policy on October 11, 2008 and recommends it go forward to the Board of Trustees for adoption.

Date Adopted:
(Replaces current College of Marin Policy 1.7020)
BP 3430  PROHIBITION OF HARASSMENT

References:
Education Code Sections 200, 212.5, 44100, 66252, and 66281.5;
Government Code Sections 12920 and 12950.1;
Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000e

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person, or because he or she is perceived to have one or more of the foregoing characteristics.

The District seeks to foster an environment in which all employees and students feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

Any student or employee who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435 titled Discrimination and Harassment Investigations. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition, this policy applies to all terms and conditions of
employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities, and compensation.

To this end, the Superintendent/President shall ensure that the institution undertakes education and training activities to counter discrimination and to prevent, minimize, and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

The Superintendent/President shall establish procedures that define harassment on campus. The Superintendent/President shall further establish procedures for employees, students, and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination and procedures for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.

This policy and related written procedures shall be widely published and publicized to administrators, faculty, staff, and students, particularly when they are new to the institution. They shall be available for students and employees in all administrative offices.

Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion.

❖ From current College of Marin Policy 5.0004 titled Harassment (EC 200, GC 12920)

It is the policy of the Board to prohibit harassment of an employee, applicant, or student by any District employee on the basis of race, religious creed, color, ancestry, national origin, physical handicap, medical condition, marital status, sexual preference, sex, or age. Conduct of non-employees while on District property is also expected to follow these guidelines.

Specifically, employees shall notthreaten or suggest, either explicitly or implicitly, that an employee's, student's, or applicant's refusal to submit to any form of harassment will interfere or adversely affect the employee's, student's, or applicant's employment, work performance, academic performance, academic status, academic progress, evaluation, wages, advancement, career development, assigned duties, hours, or any other condition of employment; nor shall employees create an adverse or offensive working or academic environment.

There shall be a procedure to receive and resolve complaints concerning harassment.
Harassment includes, but is not limited to:

1. Verbal Harassment—For example, epithets, derogatory comments, jokes, or slurs on the basis of race, religious creed, color, national origin, sexual preference, ancestry, physical handicap, medical condition, marital status, sex, or age.

2. Physical Harassment—For example, physical gestures, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex, or age.

3. Visual Forms of Harassment—For example, derogatory posters, notices, object, bulletins, cartoons, or drawings on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex, or age.

4. Sexual Harassment—Sexually harassing conduct in the workplace or academic environment, committed by employees, is also prohibited. This includes unwanted sexual flirtations, unwanted advances or propositions, unwanted physical conduct of a sexual nature, verbal abuse of a sexual nature, sexually degrading words used to describe an individual, in the workplace, in conjunction with any work-related activity, or in the academic setting.

The District shall provide training and education for all staff on the topic of harassment.

NOTE: The underlined text signifies legally required language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The struck-through language is from current College of Marin Policy 5.0004 titled Harassment adopted on 1/12/88. This policy was reviewed at the 11/6/08 College Council meeting.

Date Adopted:
(Replaces current College of Marin Policy 5.0004)
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: November 11, 2008
Item & File No. C.13.A

Subject: Contracts and Agreement for Services Report—October 2008

Reason for Board Consideration:

INFORMATION

BACKGROUND:

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

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0204064</td>
<td>Perfect Timing, Inc</td>
<td>Learning Resources</td>
<td>$1,359.38</td>
</tr>
<tr>
<td></td>
<td>Temporary IT Library services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204068</td>
<td>Reliable Distribution, Inc</td>
<td>Logistics</td>
<td>$7,000.00</td>
</tr>
<tr>
<td></td>
<td>Distributions services for distribution of Credit Class Schedule throughout Marin.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204069</td>
<td>Ivarson Brand Vision</td>
<td>Community Relations</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>Consulting services for College branding.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204071</td>
<td>Pitney Bowes Postage By Phone</td>
<td>Logistics</td>
<td>$39,900.00</td>
</tr>
<tr>
<td></td>
<td>Postal mailing services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204072</td>
<td>US Postal Service</td>
<td>Logistics</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td>Bulk mailing services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204073</td>
<td>Easy Permit Postage</td>
<td>Logistics</td>
<td>$12,487.00</td>
</tr>
<tr>
<td></td>
<td>Postal mailing services for the Spring 2009 Class schedule.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204081</td>
<td>Icon Office Solutions</td>
<td>Logistics</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td>Service/Maintenance agreement for copiers on Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204082</td>
<td>K Wilson &amp; Company</td>
<td>Logistics</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td>Service/Maintenance agreement for reprographics printing press and plate maker.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204083</td>
<td>Xerox</td>
<td>Logistics</td>
<td>$7,500.00</td>
</tr>
<tr>
<td></td>
<td>Service/Maintenance agreement for reprographics FU2009641 DC12 color copier.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204084</td>
<td>Xerox</td>
<td>Logistics</td>
<td>$7,500.00</td>
</tr>
<tr>
<td></td>
<td>Service/Maintenance agreement for reprographics for Nuvera 100 KRC556289, digital printing and copying system.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204086</td>
<td>Poor Ann's Press</td>
<td>Logistics</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Service agreement for printing and finishing work for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204096</td>
<td>Empire Elevator</td>
<td>Maintenance</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>Service/Maintenance agreement for elevator repairs and service.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204099</td>
<td>Brim Design &amp; Printing</td>
<td>President's Office</td>
<td>$4,562.84</td>
</tr>
<tr>
<td></td>
<td>Printing services for the College of Marin Foundation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204110</td>
<td>Mail Communications</td>
<td>Logistics</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Mail preparation services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------------------------------------</td>
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<tr>
<td>P0204113</td>
<td>Total Compensation Systems, Inc Consulting services for researching alternative retirement funding options for the College.</td>
<td>College Operations</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>P0204137</td>
<td>Fire King Fire Protection</td>
<td>Maintenance</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>P0204149</td>
<td>Law Office of Larry Frierson</td>
<td>Operations</td>
<td>$8,500.00</td>
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<td>P0204150</td>
<td>Law Office of Larry Frierson</td>
<td>Operations</td>
<td>$3,050.00</td>
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<td>P0204152</td>
<td>California Collegiate Brain Trust</td>
<td>Education Master Plan</td>
<td>$98,000.00</td>
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<td>P0204157</td>
<td>American Sentry</td>
<td>Maintenance</td>
<td>$1,464.00</td>
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<td>P0204160</td>
<td>Richard Keaton Investigations</td>
<td>Human Resources</td>
<td>$1,234.30</td>
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<td>P0204182</td>
<td>McQuay Services</td>
<td>Maintenance</td>
<td>$3,250.24</td>
</tr>
<tr>
<td>P0204183</td>
<td>Andrew Fesekes Architect</td>
<td>Maintenance</td>
<td>$3,500.00</td>
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<tr>
<td>P0204192</td>
<td>Perfect Timing, Inc</td>
<td>Learning Resources</td>
<td>$1,359.38</td>
</tr>
<tr>
<td>P0204195</td>
<td>Bruce R Roush</td>
<td>Career Education</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>P0204196</td>
<td>Mission Linen &amp; Uniform Services</td>
<td>Career Education</td>
<td>$2,248.00</td>
</tr>
<tr>
<td>P0204198</td>
<td>Perfect Timing, Inc</td>
<td>Workforce Development</td>
<td>$6,430.00</td>
</tr>
<tr>
<td>P0204204</td>
<td>David Paul Morris</td>
<td>Community Relations</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>P0204205</td>
<td>Jennifer Pittman</td>
<td>Community Relations</td>
<td>$1,000.00</td>
</tr>
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</table>
## Contracts and Agreement for Services

**OVER $1,000.00**  
**MONTHLY REVIEW October 2008**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0204211</td>
<td>InfoUSA</td>
<td>Community Relations</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td></td>
<td>Mailing list services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204221</td>
<td>Slembrouch Many Corporation</td>
<td>Maintenance</td>
<td>$ 3,700.00</td>
</tr>
<tr>
<td></td>
<td>Installation services for the central stations fire alarm panel at the Kentfield Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204223</td>
<td>Sterling Environmental</td>
<td>Maintenance</td>
<td>$ 2,036.00</td>
</tr>
<tr>
<td></td>
<td>Mold remediation services for the Dental Office, Harlan Center, Room 160.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204224</td>
<td>Casey Printing</td>
<td>Community Relations</td>
<td>$45,000.00</td>
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<td></td>
<td>Printing services for the Spring 2009 Credit Schedule.</td>
<td></td>
<td></td>
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<tr>
<td>P0204246</td>
<td>Casey Printing</td>
<td>Community Relations</td>
<td>$30,000.00</td>
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<td></td>
<td>Printing services for the Summer 2009 Credit Schedule.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204265</td>
<td>Perfect Timing, Inc</td>
<td>Learning Resources</td>
<td>$ 1,359.38</td>
</tr>
<tr>
<td></td>
<td>Temporary IT Library services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204268</td>
<td>Cheri Pratt</td>
<td>Community Relations</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td></td>
<td>Newspaper clipping reviewing services for Communications, Community Relations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204284</td>
<td>Intelecom</td>
<td>Learning Resources Center</td>
<td>$ 1,100.00</td>
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<td>P0204300</td>
<td>Verbatim Reporting Service</td>
<td>Human Resources</td>
<td>$ 1,129.50</td>
</tr>
<tr>
<td></td>
<td>Court reporting services and transcripts for MCCD and CSEA.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204317</td>
<td>Fahy Tree Service</td>
<td>Ground Service</td>
<td>$ 3,600.00</td>
</tr>
<tr>
<td></td>
<td>Tree and bush removal services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204345</td>
<td>Board of Governors</td>
<td>Organizational Development</td>
<td>$ 3,900.00</td>
</tr>
<tr>
<td></td>
<td>Annual subscription services for the Students Right to Know Reporting for 2008-2009.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204354</td>
<td>Transitions</td>
<td>Maintenance Special Projects</td>
<td>$15,599.00</td>
</tr>
<tr>
<td></td>
<td>Coordination and bid services for packing, moving, unpacking for Learning Resource Center Painting and Carpentry projects.</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>P0204057</td>
<td>CAPP Associates</td>
<td>Testing</td>
<td>$ 1,865.34</td>
</tr>
<tr>
<td></td>
<td>Testing assistance services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204197</td>
<td>Mini Katz</td>
<td>Testing</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td></td>
<td>Training services for the Foster and Adoptive Parents programs, July 1, 2008 to May 31, 2009.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
<td>Amount</td>
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</tr>
<tr>
<td>P0204199</td>
<td>Community College League of California</td>
<td>Testing</td>
<td>$10,462.39</td>
</tr>
<tr>
<td></td>
<td>Renewal of database services for the Fall, 2008 for the Library.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MEASURE C BOND**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0204203</td>
<td>Sungard Set, Inc</td>
<td>Measure C</td>
<td>$ 1,600.00</td>
</tr>
<tr>
<td></td>
<td>Installation services for the TracDat remote.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204238</td>
<td>Evisions, Inc</td>
<td>Measure C</td>
<td>$13,750.00</td>
</tr>
<tr>
<td></td>
<td>Report writing training for ARGOS, which reports from Banner.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204239</td>
<td>TouchNet Information System, Inc</td>
<td>Measure C</td>
<td>$ 5,532.00</td>
</tr>
<tr>
<td></td>
<td>Maintenance/Service agreement for gateway, credit card processing, June 1, 2008 to June 30, 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204347</td>
<td>Lee McDonald</td>
<td>Measure C</td>
<td>$ 4,910.08</td>
</tr>
<tr>
<td></td>
<td>Consulting services for the CCCApply Implementation.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Marin Community College District  
Measure C Bond Modernization Program  

Modernization Director’s Report to Board of Trustees  
November 11, 2008  
C.13.B.1

**BUDGET UPDATE**

- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
- Reserves: $17,789,000
- Expended to date: $49.0 million (18.5% of bond spending plan)
  - Assessment: $5.5 million
  - Planning/design: $29.0 million
  - Construction: $14.5 million

**Summary of modernization items in this agenda:**

*Consent (Ratification only):*
Three (3) new construction contracts (all short form) ($14,101,455)
One (1) professional services agreement amendments ($0)

*Action:*
Re-authorization of change order / amendment approvals by District
Allocation of funding for amendment authorization
Declaration of non-school building for instructional purposes
Approve three (3) projects and authorize bidding
One (1) new professional services consulting agreement ($61,923)
Two (2) construction contract change orders ($89,811)

**Net value of new contracts / changes / amendments in this agenda:** $14,253,179

**MAJOR BUILDING PROJECTS (DESIGN) - BOARD UPDATE/ACTION SCHEDULE**

1. KTD Fine Arts Building  
   Final design review, project approval  
   (Plans submitted to DSA;  
   BOT review deferred one month)  
   December

2. KTD Science/Math/Central Plant  
   Final design review, project approval  
   (Plans to DSA mid-November;  
   BOT review deferred one month)  
   December

3. KTD Gateway Complex  
   Status update  
   November

4. KTD Performing Arts Building  
   Design review pending  
   TBD

**CURRENT CONSTRUCTION (major building projects are listed in bold)**

- Diamond PE Center:  
  *Change Order #6 submitted this meeting*

- IVC Trans. Tech. Complex:  
  Construction started

- IVC Main Building Complex:  
  Construction started; Project Stabilization Agreement launched
Marin Community College District
Measure C Bond Modernization Program

- KTD Geothermal Fields: Substantially complete; punchlist work ongoing
- KTD PE Photovoltaics: Change Order #1 submitted this meeting
- IVC Creek Erosion Mitigation: Substantially complete; Change Order #1 submitted this meeting
- IVC West Campus utilities: Change Order #4 submitted this meeting
- KTD SMCP Utility Project: Construction started; site issues being resolved

FUTURE CONSTRUCTION (major projects are listed in bold)

2008:
- KTD West Bridge: BOT approved: Fall 2008 (DSA pending)

Beyond:
- KTD Demo (Dickson, D/L, DSPS): Spring - Summer 2009
- **KTD Fine Arts Building:** Summer 2009 – Winter 2011
- **KTD Science/Math/CP:** Summer 2009 – Winter 2012
- **KTD Performing Arts Building:** Winter 2011 – Spring 2012
- **KTD Gateway Complex:** Summer 2011 – Winter 2013

OTHER OPEN INITIATIVES
- Swing space/relocation:
  - PE Portables: Work completed; Change Order #1 for tent modification and Notice of Completion for electrical work submitted this meeting
  - DSPS: Spaces in LRC being prepared; move scheduled for December (at faculty request); Change Order #1 and Notice of Completion (for electrical work?) submitted this meeting
  - Health Center: Design in DSA (portable to be located next to TB-1 Board approval of project and authorization to bid submitted this meeting
  - Dance: Design underway; location for temporary space identified (northwest of Austin Science Center) Board approval of project, authorization to bid, and declaration of non-school building for instructional purposes submitted this meeting
Marin Community College District
Measure C Bond Modernization Program

- TransTech/Env'l Landscape, IVC  Final move of miscellaneous landscape items scheduled for December 2008
- Dickson Hall faculty  Temporary quarters identified (in Fusselman Hall); move re-scheduled for Summer 2009
- Kentfield Orchard  Relocation underway

- Initial CEQA studies for KTD projects: Public review process complete; BOT certification submitted this meeting
- Furniture, fixtures, equipment: Proceeding
- Technical standards  Revisions proceeding
Green Technology Conference
Director Chernock and Dean Schorske attended a Green Technology Summit in
Pasadena on October 8-9. This conference, attended by approximately 500
community college representatives, focused on (1) building sustainable facilities and
(2) creating instructional programs for “green-collar” workforce development.
Ideas generated by this summit will be incorporated into ongoing sustainability
efforts at the College of Marin.

Presidents Climate Commitment (PCC)
Deadline for submittal of a Greenhouse Gas Emissions Inventory to the Presidents
Climate Commitment has been extended to January 15, 2009. Staff continues to
work on finalizing the data and report.

Staff is scheduling a broad-based constituent meeting for sometime in November
to discuss the District’s Institutional Action Plan for climate neutrality, due in
September 2009.

Environmental Impact Report (EIR)
The District’s CEQA* consultant filed a Notice of Availability for public review of
the Initial Study for the Science / Math / Central Plant and Fine / Performing
Arts projects. The initial study is submitted for certification by the Board at this
meeting.

Transportation Demand Management (TDM)
The TDM Work Group continues to work on a Carpool / Vanpool / Alternative Fuel
Vehicle Program geared at encouraging staff, faculty and students to reduce their
use of single occupant vehicles when commuting to campus for work or study. At
its last meeting, the Work Group also resolved some parking issues related to
modernization construction.

* California Environmental Quality Act
Leadership in Energy and Environmental Design (LEED)
District staff, modernization program architects and Swinerton staff are actively applying for LEED credits on six projects now in design or construction. A Board policy related to environmental tobacco smoke control is a prerequisite credit and has been forwarded to the Policy Task Force for processing.

Renewable Energy
Construction of a photovoltaic system array in Parking Lot 12, Kentfield, is ongoing. The completion date has been extended to Spring 2009 due to additional lead time needed to manufacture the photovoltaic panels.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Revised Administrative Procedures

Date: November 11, 2008
Item & File No. C.13.C

Reason for Board Consideration:

Enclosure(s):

INFORMATION

BACKGROUND:

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

ANALYSIS:

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

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

Board Policies and Administrative Procedures for Chapters 1 and 2 will undergo administrative review by Dr. Jane Wright and Dr. Frances White. After this review, the new draft will be evaluated by the Board Subcommittee on Policy for suggested revisions. Revisions will then be reviewed as information items at the BP/AP Revision Task Force and College Council. Once these steps have been completed, finished Board Policies will be submitted to the full Board for first reading and adoption. Administrative Procedures will be presented as information items.

Board Policies and Administrative Procedures for Chapters 3 through 7 will undergo administrative review by Dr. Jane Wright and Dr. Frances White. After this review, the new draft will be evaluated by the BP/AP Revision Task Force for suggested revisions. Revisions will then be reviewed as information items at College Council. Once these steps have been completed, finished Board Policies will be submitted to the full Board for first reading and adoption. Administrative Procedures will be presented as information items.

Administrative Procedures 3430 (Prohibition of Harassment) and 3435 (Discrimination and Harassment Investigations) are ready for review by the Board.
FISCAL ANALYSIS:

No fiscal impact for the District.

RECOMMENDATION:

For information only.

Administrator Initiating Item   Dr. Frances L. White, Superintendent/President
Proposed Marin Community College District
Procedure

AP 3430  PROHIBITION OF HARASSMENT

References:
Education Code Sections 212.5, 44100, and 66281.5;
Title 5 Sections 59320 et seq.;
Title IX, Education Amendments of 1972;
Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000e

The District is committed to providing an academic and work environment free of unlawful harassment. This procedure defines sexual harassment and other forms of harassment on campus, and sets forth a procedure for the investigation and resolution of complaints of harassment by or against any staff or faculty member or student within the District.

Definitions
General Harassment — Harassment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person, or the perception that a person has one or more of these characteristics is illegal and violates District policy. Gender-based harassment does not necessarily involve conduct that is sexual. Any hostile or offensive conduct based on gender can constitute prohibited harassment. For example, repeated derogatory comments about a person’s competency to do the job, when based on that person’s gender, could constitute gender-based harassment. Harassment comes in many forms, including but not limited to the following conduct:

Verbal: Inappropriate or offensive remarks, slurs, jokes or innuendoes based on a person's race, gender, sexual orientation, or other protected status. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats, or intimidation; or sexist, patronizing, or ridiculing statements that convey derogatory attitudes based on gender, race, nationality, sexual orientation, or other protected status.

Physical: Inappropriate or offensive touching, assault, or physical interference with free movement. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling, or sexual gestures. It also includes any physical assault or intimidation directed at an individual due to that person’s gender, race, national origin, sexual orientation, or other protected status.
**Visual or Written:** The display or circulation of visual or written material that degrades an individual or group based on gender, race, nationality, sexual orientation, or other protected status. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics, or electronic media transmissions.

**Environmental:** A hostile academic or work environment exists where it is permeated by sexual innuendo; insults or abusive comments directed at an individual or group based on gender, race, nationality, sexual orientation, or other protected status; or gratuitous comments regarding gender, race, sexual orientation, or other protected status that are not relevant to the subject matter of the class or activities on the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom or work environment. It can also be created by an unwarranted focus on, or stereotyping of, particular racial or ethnic groups, sexual orientations, genders, or other protected statuses. An environment may also be hostile toward anyone who merely witnesses unlawful harassment in his or her immediate surroundings, although the conduct is directed at others. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's learning or work.

**Sexual Harassment** — In addition to the above, sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other conduct of a sexual nature when:

- submission to the conduct is made a term or condition of an individual's employment, academic status, or progress
- submission to, or rejection of, the conduct by the individual is used as a basis of employment or academic decisions affecting the individual
- the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment
- submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the community college

This definition encompasses two kinds of sexual harassment:

"Quid pro quo" sexual harassment occurs when a person in a position of authority makes educational or employment benefits conditional upon an individual’s willingness to engage in or tolerate unwanted sexual conduct.

"Hostile environment" sexual harassment occurs when unwelcome conduct based on a person's gender is sufficiently severe or pervasive so as to alter the conditions of an individual's learning or work environment, unreasonably interfere with an individual's
academic or work performance, or create an intimidating, hostile, or abusive learning or work environment. The victim must subjectively perceive the environment as hostile, and the harassment must be such that a reasonable person of the same gender would perceive the environment as hostile.

Sexually harassing conduct can occur between people of the same or different genders. The standard for determining whether conduct constitutes sexual harassment is whether a reasonable person of the same gender as the victim would perceive the conduct as harassment based on sex.

Examples: Harassment includes, but is not limited to the following misconduct:

- **Verbal:** Inappropriate or offensive remarks, slurs, jokes, or innuendoes based on a person's protected status, including but not limited to sex. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats, or intimidation of a sexual nature; or sexist, patronizing, or ridiculing statements that convey derogatory attitudes about a particular gender.

- **Physical:** Inappropriate or offensive touching, assault, or physical interference with free movement. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling, or sexual gestures.

- **Visual or Written:** The display or circulation of offensive sexually oriented or other discriminatory visual or written material. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics, or electronic media transmissions.

- **Environmental:** An academic or work environment that is permeated with racially or sexually-oriented talk, innuendo, insults, or abuse not relevant to the subject matter of the class or activities on the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements in the classroom or work environment. An environment may be hostile if unwelcome sexual behavior or other harassing behavior based on a protected status is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's learning or work.

**Consensual Relationships**

Romantic or sexual relationships between supervisors and employees, or between administrators, faculty or staff members and students are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. A
conflict of interest may arise if the administrator, faculty, or staff member must evaluate the student's or employee's work or make decisions affecting the employee or student. The relationship may create an appearance of impropriety and lead to charges of favoritism by other students or employees. A consensual sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. In the event that such relationships do occur, the District has the authority to transfer any involved employee to eliminate or attenuate the supervisory authority of one over the other, or of a teacher over a student. Such action by the District is a proactive and preventive measure to avoid possible charges of harassment and does not constitute discipline against any affected employee.

**Academic Freedom**
To the extent the harassment policies and procedures are in conflict with the District's policy on academic freedom, the harassment policies and procedures shall prevail. If the faculty member wishes to use sexually explicit materials in the classroom as a teaching technique, the faculty member must review that use with an administrator to determine whether or not this violates the sexual harassment policy.

*Office of Primary Responsibility: Human Resources.*

**NOTE:** This procedure is legally required. The underlined language is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in italics is added by Human Resources. This AP was reviewed by College Council 11/6/08.

**Date Approved:**
(This is a new procedure recommended by the CCLC and the League’s legal counsel)
AP 3435  DISCRIMINATION AND HARASSMENT INVESTIGATIONS

References:

Education Code Section 66281.5;
Government Code Section 12950.1;
Title 5 Sections 59320, 59324, 59326, 59328, and 59300 et seq.;
34 Code of Federal Regulations Section 106.8(b)

Filing a Timely Complaint -- Since failure to report harassment and discrimination impedes the District's ability to stop the behavior, the District strongly encourages employees and students who believe they are being harassed or discriminated against, to file a complaint. The District also strongly encourages the filing of such complaints within 30 days of the alleged incident. While all complaints are taken seriously and will be investigated promptly, delay in filing impedes the District's ability to investigate and remediate.

All supervisors and managers have a mandatory duty to report incidents of harassment and discrimination; the existence of a hostile, offensive, or intimidating work environment; and acts of retaliation.

Communicating that the Conduct is Unwelcome -- The District further encourages students and staff to let the offending person know immediately and firmly that the conduct or behavior is unwelcome, offensive, in poor taste, and/or inappropriate.

Oversight of Complaint Procedure -- The Chief Human Resource Officer is the "responsible District officer" charged with receiving complaints of discrimination or harassment, and coordinating their investigation.

The actual investigation of complaints may be assigned by the Chief Human Resource Officer to other staff or to outside persons or organizations under contract with the District. This shall occur whenever the Chief Human Resource Officer is named in the complaint or implicated by the allegations in the complaint.

Where to File a Complaint -- A student or employee who believes he or she has been discriminated against or harassed in violation of these policy and procedures may make a complaint orally or in writing, within one year of the date of the alleged harassment or the date on which the complainant knew or should have known of the facts underlying the complaint.
If a complainant decides to file a formal written unlawful discrimination or harassment complaint against the District, he or she must file the complaint on a form prescribed by the state Chancellor's Office. These approved forms are available from the Human Resource Office and at the following URL: www.cccco.edu/divisions/legal/discrimination/discrimination.htm

The completed form must be filed with any of the following:

- The Superintendent/President
- Chief Human Resource Officer and/or
- the State Chancellor's Office

Employee complainants shall be notified that they may file employment discrimination complaints with the U.S. Equal Employment Opportunity Commission (EEOC) or the Department of Fair Employment and Housing (DFEH).

Complaints filed with the EEOC and/or the DFEH should be forwarded to the state Chancellor's Office.

Any District employee who receives a harassment or discrimination complaint shall notify the Chief Human Resource Officer immediately.

**Intake and Processing of the Complaint** -- Upon receiving notification of a harassment or discrimination complaint, the Chief Human Resource Officer shall:

- Undertake efforts to informally resolve the charges, including but not limited to mediation, rearrangement of work/academic schedules; obtaining apologies; providing informal counseling and/or training, etc.
- Advise the complainant that he or she need not participate in an informal resolution of the complaint, as described above, and that he or she may file a complaint with the Office of Civil Rights of the U.S. Department of Education. The Chief Human Resource Officer shall also notify the state Chancellor's Office of the complaint.
- Authorize the investigation of the complaint, and supervise and/or conduct a thorough, prompt, and impartial investigation of the complaint, as set forth below. Where complainants opt for informal resolution, the Chief Human Resource Officer will determine whether further investigation is necessary to ensure resolution of the matter and utilize the investigation process outlined below as appropriate. In the case of a formal complaint, the investigation will include interviews with the complainant, the accused, and any other persons who may have relevant knowledge concerning the complaint. This may include victims of similar conduct.
- Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment, or other unlawful discriminatory conduct, giving consideration to all factual information and the
totality of the circumstances, including the nature of the verbal, physical, visual, or sexual conduct and the context in which the alleged incidents occurred.

- Set forth the results of the investigation in a written report. The written report shall include a description of the circumstances giving rise to the complaint, a summary of the testimony of each witness, an analysis of any relevant data or other evidence collected during the investigation, a specific finding as to whether discrimination did or did not occur with respect to each allegation in the complaint, and any other appropriate information.

- Provide the complainant and accused with a copy or summary of the investigative report within ninety days from the date the District received the complaint. The complainant and accused shall also be provided with a written notice setting forth the determination of the Superintendent/President or designee as to whether harassment or other discriminatory conduct did or did not occur with respect to each allegation in the complaint; a description of action taken, if any, to prevent similar problems from occurring in the future; the proposed resolution of the complaint; and notice of the parties’ rights to appeal to the District’s Governing Board and the state Chancellor’s Office. The results of the investigation and the determination as to whether harassment or other discriminatory conduct occurred shall also be reported to the accused, and the appropriate academic or administrative official(s). Reports to the complainant shall be prepared so as not to violate any applicable privacy rights of the accused.

**Investigation of the Complaint** -- The District shall promptly investigate every complaint of harassment or discrimination. No claim of workplace or academic harassment or discrimination shall remain unexamined. As set forth above, where the complainant opts for an informal resolution, the Chief Human Resource Officer may limit the scope of the investigation, as appropriate. The District will keep the investigation confidential to the extent possible, but cannot guarantee absolute confidentiality because release of some information on a “need-to-know-basis” is essential to a thorough investigation.

**Investigation Steps** -- The District will fairly and objectively investigate harassment and discrimination complaints utilizing the following steps:

1) interviewing the complainant(s);
2) interviewing the accused individual(s);
3) identifying and interviewing witnesses, if any;
4) reminding all individuals interviewed of the District’s no-retaliation policy;
5) considering whether any involved person should be removed from the campus pending completion of the investigation;
6) reviewing personnel/academic files of all involved parties;
7) reaching a conclusion as to the allegations and any appropriate disciplinary and remedial action; and
8) seeing that all recommended action is carried out in a timely fashion.
Timeline for Completion -- The District will undertake its investigation promptly and swiftly as possible. To that end, the investigator shall complete the above steps, and prepare a written report within 90 days of the District receiving the complaint.

Cooperation Encouraged -- All employees are expected to cooperate with a District investigation into allegations of harassment or discrimination. Lack of cooperation impedes the ability of the District to investigate thoroughly and respond effectively. However, lack of cooperation by a complainant or witnesses does not relieve the District of its obligation to investigate. The District will conduct an investigation if it is discovered that harassment is, or may be occurring, with or without the cooperation of the alleged victim(s) and regardless of whether a complaint is filed.

Discipline and Corrective Action
If harassment, discrimination and/or retaliation occurred in violation of the policy or procedure, the District shall take disciplinary action against the accused and any other remedial action it determines to be appropriate. The action will be prompt, effective, and commensurate with the severity of the offense. If discipline is imposed, the nature of the discipline will not be communicated to the complainant.

Disciplinary actions against faculty, staff, and students will conform to all relevant statutes, regulations, personnel policies and procedures, including the provisions of any applicable collective bargaining agreement.

The District shall also take reasonable steps to protect the complainant from further harassment and/or discrimination and to protect the complainant and witnesses from retaliation as a result of communicating the complaint and/or assisting in the investigation. The District shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties to the extent possible without impeding the District’s ability to investigate and respond effectively to the complaint.

Appeals
If the complainant is not satisfied with the results of the administrative determination, he or she may, within fifteen days, submit a written appeal to the Governing Board. The Governing Board shall review the original complaint, the investigative report, the administrative decision, and the appeal. The Board shall issue a final District decision in the matter within 45 days after receiving the appeal. A copy of the decision rendered by the Governing Board shall be forwarded to the complainant and to the state Chancellor’s Office. The complainant shall also be notified of his or her right to appeal this decision.

If the Governing Board does not act within forty-five (45) days, the administrative determination shall be deemed approved and shall become the final decision of the District in the matter.

The complainant shall have the right to file a written appeal with the state Chancellor’s Office within thirty days after the Governing Board issued the final District decision or
permitted the administrative decision to become final. Such appeals shall be processed pursuant to the provision of Section 59350 of Title 5 of the California Code of Regulations.

In any case involving employment discrimination, including workplace harassment, the complainant may, at any time before or after the issuance of the final decision of the District, file a complaint with the Department of Fair Employment and Housing. In such cases, the complainant may also file a petition for review with the state Chancellor's Office within thirty days after the Governing Board issues the final decision or permits the administrative decision to become final.

Within 150 days of receiving a formal complaint, the District shall forward to the state Chancellor's Office the original complaint, the investigative report, a copy of the written notice to the complainant setting forth the results of the investigation, a copy of the final administrative decision rendered by the Governing Board or indicating the date upon which the decision became final, and a copy of the notification to the complainant of his or her appeal rights. If, due to circumstances beyond its control, the District is unable to comply with the 150-day deadline for submission of materials, it may file a written request for an extension of time no later than ten days prior to the expiration of the deadline.

**Dissemination of Policy and Procedures**

Board Policy and Procedures related to harassment will be provided to all students, faculty members, members of the administrative staff and members of the support staff, and will be posted on campus.

When hired, employees are required to sign that they have received the policy and procedures, and the signed acknowledgment of receipt is placed in each employee's personnel file. In addition, these policies and procedures are incorporated into the course catalogs and orientation materials for new students.

**Training**

The District shall provide at least two hours of classroom or other effective interactive training and education regarding sexual harassment to all supervisory employees once every two years. All new supervisory employees must be provided with the training and education within six months of their assumption of a supervisory position.

The training and education required by this procedure shall include information and practical guidance regarding the state and federal statutory provisions concerning the prohibition against and the prevention and correction of sexual harassment and the remedies available to victims of sexual harassment in employment. The training and education shall also include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation and shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.
Training of all staff will be conducted. Training for academic staff should emphasize environmental harassment in the classroom.

In years in which a substantive policy or procedural change has occurred, all District employees will attend a training update and/or receive a copy of the revised policies and procedures.

A training program or informational services will be made available to all students at least once annually. The student training or informational services shall include an explanation of the policy, how it works, and how to file a complaint.

Participants in training programs will be required to sign a statement that they have either understood the policies and procedures, their responsibilities, and their own and the District’s potential liability, or that they did not understand the policy and desire further training.

Office of Primary Responsibility: Human Resources

**NOTE:** This procedure is legally required. The *underlined text* is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in *italics* was added by Human Resources. This AP was reviewed by College Council 11-6-08.

**Date Approved:**
(This is a new procedure recommended by the CCLC and the League’s legal counsel)
**MARIN COMMUNITY COLLEGE DISTRICT**  
Kentfield, CA  94904

**BOARD AGENDA ITEM**

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<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>November 11, 2008</td>
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<tr>
<td>Subject:</td>
<td>Scheduled Maintenance Five Year Plan</td>
<td>Item &amp; File No. C.13.D</td>
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<td></td>
<td>2009-10 through 2013-14</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>INFORMATION</td>
<td>Enclosure(s):</td>
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<td>2009/10 through 2013/14</td>
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<td>Scheduled Maintenance Plan</td>
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**BACKGROUND:**

The District’s Scheduled Maintenance Plan is reviewed with the Board of Trustees annually and in preparation for submission of the plan as required to the State Chancellor’s Office.

The Program Plan reflects current knowledge of the District’s facilities needs; however, the Chancellor’s Office allows Districts considerable freedom to redirect money to respond to changing conditions. Projects for 2009-10 through 2013-14 reflect areas that are in sufficient in need of repair or replacement. The District’s proposed Program Plan is oriented heavily towards basic repairs, e.g. roofs, ADA compliance, and life/safety, and will be changed as the District identifies facility needs through the Educational Master Plan and subsequently, the Facilities Master Plan and Measure C Modernization program.

The plan will be brought back to the Board in December for approval.

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*Administrator Initiating Item*

Albert J. Harrison II, Vice President, College Operations
Marin Community College District

5-Year Scheduled Maintenance and Special Repairs Program
(SMSR) Plan for 2009-10 through 2013-14

November 11, 2008

2009-2010

1. KTD – ADA, Access Barrier and Signage $ 100,000
2. IVC – Re-Roof, Bldg 21 302,000
                                           402,000

2010-2011

1. IVC – Re-Roof, Bldg 6 $ 221,680
2. IVC – Fire Alarm System Replacement, Bldg 4 71,951
                                           293,631

2011-2012

1. IVC – Re-Roof, Bldg 6 $ 225,840
2. KTD – ADA, Access Barrier Removal 100,000
                                           325,840

2012-2013

1. IVC – Re-Roof, Bldg 7 $ 224,485
2. KTD – ADA, Access Barrier Removal 100,000
                                           324,485

2013-2014

1. KTD - ADA, Access Barriers Removal, Student/Counseling Center PH I $ 345,000
2. KTD/IVC – ADA, Access Barrier Removal 100,000
                                           445,000