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 “B.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 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)
   Agency Negotiator: Larry Frierson

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

   CONFERENCE WITH LEGAL COUNSEL-Potential & Existing Litigation
   Six cases – Complaint filed by Ms. Mize-Kurzman under Education Code 87164
3. Recess to Open Session

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

B. Reconvene to Regular Meeting
1. Call to Order, Roll Call and Adoption of Agenda
2. Approval of Minutes (4 minutes)
   - Minutes of December 9, 2008 Board Meeting
   - Report of Closed Session for January 20, 2009
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
5. Chief Executive Officer’s Report (5 minutes)
   a. Staff Reports (10 minutes)
      1. Update Report on Fiscal Independent Status (Thomas Henry)
      2. Enrollment Update (Nick Chang)
      3. Budget Update (Al Harrison)
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 – 8:00 a.m. to 5:30 p.m.
Marin Community Foundation – Oak Room
5 Hamilton Landing, Suite 200, Novato

B. Classified Personnel Recommendations. Approve the Classified Personnel Recommendations:

1. Appointment of Classified Personnel
2. Appointment of Hourly Personnel
3. Resignation of Classified Personnel

C. Academic Personnel Recommendations

1. Appointment/Change of Academic Personnel
2. Sabbatical Leave Replacement

D. Educational Management Personnel Recommendations

1. Appointment and/or Change of Educational Management Personnel

E. Short-Term Hourly Positions

F. Budget Transfers – Month of December - FY 2008/09

G. Warrant Approval

H. Declaration of Surplus Property – Miscellaneous Equipment

I. Modernization (Measure C)

1. Ratify Construction Contracts for Various Projects
   a. West Campus Bridge Project (#301A)
      Ghilotti Construction Company, Inc. ($743,000)
   b. Health Services Portable Project (#850G)
      Fort Bragg Electric, Inc. ($319,670)
   c. Building Signage Phase 1 (#812A)
      VKK Signmakers, Inc. ($108,177)
   d. SMCP Increment No. 1 – Site Development Utilities Project (#305C)
      Able Fence Co., Inc. ($14,530)
   e. DSPS Relocation Project (#850L)
      Floor Tec, Inc. ($2,000)
   f. Transportation Tech Relocation Project (#850H)
      Ahlborn Fence and Steel, Inc. ($2,834)
   g. West Campus Utility Extension Project (#407D)

MCCD Board of Trustees Meeting Agenda
January 20, 2009
Bay Pacific Pipelines, Inc. ($12,255)

h. Transportation Tech Relocation Project (#850H) & Shade & Greenhouse Structures Project (#850C)
Bay Pacific Pipelines, Inc. ($6,723)

i. Dance Relocation Project (#850N)
Gugel/Today Painting & Decorating ($3,168)
Brumbaugh Enterprises dba Electrix ($3,700)

2. Ratify Professional Services Contract Amendments

a. Geothermal Fields Kentfield & IVC Projects (#305B & #417B) & SMCP Increment No. 1 – Site Development Utilities Project (#305C)
Testing and Inspection Services
Kleinfelder, Inc – Amendment #4 (credit) (-$10,828)

b. Diamond PE Center Alterations Project (#308B) & PE Complex PV Project (#308D)
Testing and Inspection Services
Kleinfelder, Inc. – Amendment #1 ($0) – no cost

c. SMCP Increment No. 1 – Site Development Utilities Project (#305C)
Underground Utility Locating
GeoTech Utility Locating, LLC – Amendment #3 ($585)

d. PE Complex Portables Project (#850F)
DSA Inspector Services
Pete Hull Construction Consulting – Amendment #2 ($0) – no cost

e. Dance Relocation Project (#850N)
Moving Services
Crown Worldwide Moving & Storage, Inc. – Amendment #3 ($1,210)

f. Diamond PE Center Alterations Project (#308B)
Architectural Design and Construction Administration Services
Kwan Henmi Architecture/Planning – Amendment #2 ($107,410)

g. Fine Arts Building Project (#306C)
Testing and Inspection Services
LSA Associates, Inc. – Amendment #3 ($9,500)

J. Approve Revised Board Policies

1. BP 3570 – Environmental Tobacco Smoke Control
2. BP 6340 – Contracts
3. BP 6500 – Property Management
4. BP 6560 – Environmental Responsibility
5. BP 6570 – Integrated Pest Management
6. BP 6600 – Capital Construction
11. Other Action Items (10 minutes)

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

A. Approve Memorandum of Understanding Between Sonoma County Junior College District and Marin Community College District Regarding Community Collaborative Partnership in Digital Media/Multimedia, Arts and Entertainment Career Pathway

B. Approve Non-Resident Tuition Fees

C. Approve Resolution Authorizing Issuance of Election of 2004 General Obligation Bonds, Series B

D. Approve Authorization to Bid for Pavement Repairs – Harlan Center, Administrative Center and Business Center, Kentfield

E. Approve Notice of Completion: Learning Resource Center Paint Project

F. Approve Notice of Completion: Learning Resource Center Relocation Project

G. Approve Resolution to Adopt a Written Plan for the 403(b) Tax Deferred Annuity Program

H. Modernization (Measure C)
   1. Approve New Professional Services Consultant Agreements
      a. Building Projects (5) on Kentfield and Indian Valley Campuses
         Owner Project Requirements (OPR) Services
         Davis Langdon ($21,500)
      b. Diamond PE Center Alterations Project (#308B)
         Design Support Services
         Davis Langdon ($14,000)
   2. Authorization to Proceed with Project Initiation
      a. Gateway Complex Project (#303B)
   3. Authorize Bidding
      a. Fine Arts Building Project (#306C)
   4. Approve Construction Change Orders
      a. Ignacio Creek Erosion Mitigation Project (#419A)
         Bay Pacific Pipelines, Inc. – Change Order #2 ($2,750)
      b. DSPS Relocation Project (#850L)
         Hannibal’s Inc. Electrical Construction – Change Order #3 ($5,296) & Board Resolution for Approval of Change Order #3
      c. West Campus Utility Extension Project ($407D)
Di Giorgio Contracting Company, Inc. – Change Order #5 ($1,591)
d. Transportation Technology Complex Project (#402A)
   Alten Construction, Inc. – Change Order #1 ($52,371)
e. Diamond PE Center Alterations Project (#308B)
   Alten Construction, Inc. - Change Order #8 ($183,367)
f. Health Services Portable Project (#850G)
   Fort Bragg Electric, Inc. – Change Order #1 ($670)
g. SMCP Increment No. 1 – Site Development Utilities
   Project (#305C)
   Dick Emard Electric, Inc. dba Emard Engineering –
   Change Order #1 ($42,088)

5. Special Approvals
a. Board Resolution Adopting the Final Mitigated Negative 
   Declaration for the Science/Math/Central Plant and Fine/Performing
   Arts Buildings, College of Marin, Kentfield Campus
   Exhibit A – Initial Study for SMCP and Fine/Performing Arts
   Buildings
   Exhibit B – December 4, 2008 Memorandum, Response to Comments
   on Initial Study
   Exhibit C – Mitigation Monitoring and Reporting Program (MMRP)

I. Approve Sabbatical Leave Application
   the District and California School Employees Association, Local 196
K. Approve Notice of Completion: Learning Resource Center Carpet Project

12. Items for Possible Future Board Action (5 minutes)
   A. Lease with Ross School District (February)
   B. Budget and Planning Calendar Update (February)
   C. Unfunded Liability (March)
   D. Revised Board Policies (February)

13. Information Items (5 minutes)
   B. Modernization Update
      1. Director’s Report
      2. Sustainability Report
      3. Master Schedule with Spent to Date through December 2008
6. Emissions Inventory Report

C. Calendar of Special Events

Effective Trustee Workshop, January 25-26, 2009, Sheraton Grand, Sacramento, California

Bay 10 Meeting of CEO’s and Trustees, February 4, 2009, 4:00 to 6:30 p.m., Norseman Restaurant, Diablo Valley College, 321 Golf Club Road, Pleasant Hill

Marin Superintendents and Trustees/Marin County Council of Mayors and Council Members Meeting – March 25, 2009, 5:30 p.m., Servino’s Restaurant, 9 Main Street, Tiburon

President’s Breakfast – May 6, 2009, 7:30 a.m., Embassy Suites, 101 McInnis Parkway, San Rafael

Commencement – May 23, 2009, 10:00 a.m., Kentfield Campus Lawn

14. Correspondence
   Correspondence in Board Packets

15. Board Meeting Evaluation

16. Adjournment
A. Board Study Session

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

The meeting of the Board of Trustees of the Marin Community College District was called to order at 3:42 p.m. by Board President Hayashino in the Deedy Staff Lounge on the Kentfield campus, all members having received notice as prescribed by law. All publicly elected Trustees were present except Trustee Dolan and Trustee Treanor, who arrived at 3:47 p.m.; and Trustee Namnath, who was excused. M/s (Long/Paterson) to approve the agenda as presented. The motion passed unanimously (4-0).

2. Modernization Workshop

a. MWDL – Final Design Review – Fine Arts Building

Architects from Marcy Wong & Donn Logan Architects presented final drawings of the Fine Arts building. Mr. Wong indicated that very little had changed since the last rendering of the building had been discussed. Green features were further discussed and include building orientation, day lighting and solar use, high efficiency light fixtures, natural ventilation, evaporative cooling, and HVAC. Trustees and members of the public were invited to get up and view the many drawings presented.

b. ED2 International – Final Design Review – SMCP Increments 2 & 3

Architects from ED2 International presented renderings from the Science/Math/Central Plant project. Architects explained features such as the orbit court and the "step up" features of the building. The stepping feature of the building will help to blend the building with the backdrop and help it to appear smaller than it truly is. Green features on this project include energy smart appliances, sustainable landscape, and solar hot water heaters. In addition the building will be comprised of mostly recycled materials. Trustees and members of the public were invited to get up and view the many drawings presented.

The Study Session (open session) was recessed at 4:45 p.m. by Board President Hayashino.

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

Board President Hayashino reconvened the meeting of the Board of Trustees of the Marin Community College District at 4:45 p.m. in the SSA&B Conference Rooms in the Student Services Building on the Kentfield campus. All publicly elected Trustees were present. Dr. Frances White, Al Harrison, Anita Martinez, Linda Beam, and Larry Frierson were also in attendance.

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

The closed session recessed at 6:10 p.m.

C. **Organizational 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 6:39 p.m. in the Deedy Staff Lounge on the Kentfield campus by Board President Hayashino. She announced that the meeting was being recorded to facilitate the preparation of minutes. All Trustees were present except Trustee Dolan who arrived at 6:45 p.m. Student Trustee McCleary was in attendance.

Board President Hayashino announced that the agenda had been approved as revised during the study session. The following revisions were made:

- D.10.C - removed
- D.11.A - removed
- D.12.A - correction
- D.13.C - correction

2. **Readoption of Bylaws and Policies**

M/s (Long/Treasnor) to readopt Board Bylaws, Policies and Procedures in accordance with Board Bylaws Section 1.5010, Organizational Meeting. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

3. **Meeting Schedule 2009**

M/s (Long/Treasnor) to approve the 2009 Board Meeting Schedule. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Details</th>
</tr>
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<tbody>
<tr>
<td>January 20</td>
<td>Regular Meeting - 6:30 p.m., Staff Lounge, Deedy Student Services, Kentfield</td>
</tr>
<tr>
<td>February 6</td>
<td>Board Retreat</td>
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<td></td>
<td>Location to be determined</td>
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<tr>
<td>February 17</td>
<td>Regular Meeting – 6:30 p.m., Ohlone 106, IVC</td>
</tr>
<tr>
<td>March 17</td>
<td>Regular Meeting – 6:30 p.m., Staff Lounge, Deedy Student</td>
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</table>
April 21  Regular Meeting – 6:30 p.m., Staff Lounge, Deedy Student Services, Kentfield

May 12  Regular Meeting – 6:30 p.m., Ohlone 106, IVC

June 9  Regular Meeting – 6:30 p.m., Staff Lounge, Deedy Student Services, Kentfield

June 23  Regular Meeting – 6:30 p.m., Ohlone 106, IVC
Tentative Budget Adoption

July 21  Regular Meeting – 6:30 p.m., Ohlone 106, IVC

August 25  Regular Meeting – 6:30 p.m., Ohlone 106, IVC
Final Budget Adoption

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

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

November 17  Regular Meeting – 6:30 p.m., Staff Lounge, Deedy Student Services, Kentfield

December 8  Organizational and Regular Meetings – 6:30 p.m., Staff Lounge, Deedy Student Services, Kentfield

4. Election of Officers
Trustee Long nominated Trustee Kranenburg for the position of Board President. He was elected unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

Trustee Kranenburg nominated Trustee Paterson and Trustee Hayashino for the positions of Board Vice President and Board Clerk respectively. Trustee Namnath nominated Trustee Long for the position of Board Vice President. Trustees Paterson and Hayashino were elected by a vote of (4-0-3) with Trustees Long, Namnath, and Hayashino acting in abstention. Student Trustee McCleary cast an advisory aye vote for Trustees Paterson and Hayashino.

5. Appointment of Trustee Representatives
Board President Kranenburg announced that he would distribute a list of committees to Board members and would ask for preferences for committee assignments prior to the next meeting.

6. **Board Comments & Acknowledgments**
Outgoing Board President Hayashino thanked her colleagues on the Board. She made reflections on the year including the departure of Trustee Brockbank and the appointment of Trustee Paterson, the passing of former Trustee Moore, P.E. and IVC groundbreaking, reaffirmation of accreditation, and enrollment growth. Trustee Hayashino also acknowledged Dr. White, Al Harrison, Linda Beam, Anita Martinez, all members of the administrative team, and the faculty and staff for the work that they do.

Trustee Treanor commended Trustee Hayashino on the good job she has done as Board President. Communication has been key and the trust that she shared with Dr. White has shown in the progress the Board has been able to make this year. Trustee Treanor also commented that under Trustee Hayashino’s leadership, knowledge has been acquired that has helped set a pace that will be helpful in the future.

7. **Adjournment**
M/s (Treanor/Long) to adjourn the Organizational Meeting. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary. Board President Kranenburg adjourned the meeting at 6:53 p.m.

D. **Reconvene to Regular Meeting**

1. **Call to Order, Roll Call and Adoption of Agenda**
The meeting was called back to order at 7:01 p.m. by Board President Kranenburg. All Board members were present, including Student Trustee McCleary.

2. **Approval of Minutes and Report of Closed Session**
Ira Lansing requested clarification on the procedure for reporting out of closed session. He inquired as to whether or not monetary figures were reported out of closed session and if they are reported out, he requested the minutes reflect the amount awarded to S. Rollison as a result. Trustees indicated that they would look into this question and take appropriate action. M/s (Paterson/Dolan) to approve the minutes of the November 11, 2008 Board meeting. The motion passed unanimously (7-0) with an advisory aye vote by Student Trustee McCleary.

M/s (Dolan/Hayashino) to approve the minutes of the November 26, 2008 Special Board meeting. The motion passed unanimously (7-0) with an advisory aye vote by Student Trustee McCleary.

Board Clerk Hayashino 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**
Margaret Tormea spoke to the Trustees urging them to place enrollment issues on the agenda. Trustees made a general comment indicating that an aggressive stance has
been made to improve enrollment and outreach, but encouraged her to contact the Office of the Vice President of Student Learning.

4. Board Reports and/or Requests

a. Commendation Resolutions and Other Resolutions

1. Resolution in Recognition of Anita Martinez's Service as Vice President of Student Learning. Board Clerk Hayashino read the Resolution. M/s (Namnath/Treanor) to approve the Resolution in Recognition of Anita Martinez's Service as Vice President of Student Learning. The motion passed unanimously by a roll call vote of 7-0 with an advisory aye vote by Student Trustee McCleary. Board President Kranenburg thanked Vice President of Student Learning Martinez for her service and presented her with a gift on behalf of the Board. Board President Kranenburg invited Vice President Martinez to say a few words.

Vice President Martinez reflected on the changes at College of Marin since her arrival. She has experienced enrollment growth which she attributes to the achievement of clear accreditation. Partnerships at the IVC campus have been established with San Francisco State University among others. The Banner system and Student Portal are up and running. Program review continues. Finally she remarked that she hoped that the Student Ambassador program could be expanded to the Indian Valley Campus and to the high schools in the county.

b. Legislative Report.

Trustee Paterson updated the Board on the legislative happenings in California. Educators believe that Community Colleges are the key to economic recovery; unemployment in the State of California has reached 8.2% in October. Mid-year cuts are approaching and it is hoped that legislators remember the benefits of these colleges.

c. Committee Chair Reports

(1) Educational Task Force

Trustee Long reported on the Educational Task Force, now called the Marin Teacher Network Committee. She reports that the task force has set priorities for the coming year including articulation of K-14, the assessment of standards and professional development.

d. Individual Reports and/or Requests

Trustee Dolan reported on the various productions the music department has put on this month, encouraging those who can to attend. She also reported on the Emeritus event that both she and Trustee Long attended, stating it was a very festive event.

Trustee Hayashino reported on the Development Committee; she hopes that recommendations will be presented in January. She also reported on the President's Circle event held at Sylvia Kwan's home and indicated that it was a great event.

Trustee Paterson reported on the CCLC conference. She attended several very informative sessions including one on Imoega, an introduction to a program for African American students that promotes social and cultural networking within colleges. She also reported on the key note speaker, Van Jones, author of The Green Economy.
e. WASC Compliance
President White reported on the Educational Master Plan. She indicated that the
document is in the process of being finalized and a first draft will be distributed in early
January.

5. Chief Executive Officer’s Report
Dr. White called the Board’s attention to her report in their packets.

a. Textbook Cost Containment Update
Dr. White reported that the College of Marin students and faculty are developing a
proposal with recommendations that they will bring to the Board regarding textbooks
at a future date.

b. COM/MTA Agreement Update
Dr. White reported that the District will be sending a letter to MTA recommending that
we draw our meetings to a close and come up with a final resolution to this matter.

Staff Reports

1. WASC Compliance
Director of Communications & Community Relations, Cathy Summa-Wolfe,
presented new features on the College website as well as new elements
incorporated into the student portal as part of on-line orientation. She also
presented new features in the on-line class schedule which has been broken
down into smaller parts, making it easier for continuing and potential students to
find the information they need.

2. Fiscal Accountability
Vice President of College Operations, Al Harrison, reported on our fiscally
accountable status. The District reapplied for fiscally accountable status with the
Marin County Office of Education in August. The independent auditor has looked
at our processes and will be back in February for a final look; we believe that he
will make a favorable recommendation to the Marin County Office of Education.
The District will receive word of our approval on or before March 1 of 2009. If
approval is granted, the District will begin processing its own payroll beginning
July 1, 2009.

3. Modernization Update
Director of Modernization, V-Anne Chernock reported on four topics. First, the
State of California has denied our request for state funding. Modernization will
present a more refined recommendation on how best to proceed in January.
Second, three projects will approach 10% soon. This is just an update, more
information will be provided soon. An amendment to Professional Services
agreement has been presented by the Architecture firm working at the PS
complex; this will be presented at the January meeting. Finally, the Emissions
Inventory for the President's Climate Commitment has been completed and
submitted.

6. Academic Senate Report
Academic Senate President Yolanda Bellisimo reported on the academic conference that
she and Sara McKinnon attended. Yolanda sat on a panel about getting off probation and
was subsequently asked to be a trainer for the senate accreditation training. Sara sat on a panel discussion for equitable education for non credit students. A copy of her statement has been attached as part of the official record.

7. **Classified Senate Report**
   Classified Senate President Kathleen Kirkpatrick reported on events in the Classified Senate. Senate will host a governance committee meet and greet so that staff know who is representing them. There is an annual all-staff holiday party tomorrow night. This is the fourth year that this has been a joint event. Classified staff will be recognized at this event that have been with the District 20+ years. Finally, she recognized Anita Martinez on behalf of the Classified Staff. A copy of her statement has been attached as part of the official record.

8. **Student Senate and Student Association Report**
   Student Trustee McCleary invited Nathan Parker to report on the Annual Night of Giving. The Night of Giving brings student parents and their children together for a feast and other holiday festivities including games, singing, a toy exchange for the children, and a raffle for the parents.

9. **Board Study Session – The Bolinas Field Station Proposal**
   The Bolinas Field Station Task Force gave a power point presentation highlighting their plan for the Bolinas Lab and reasons that they are the best group for the project. A copy of their presentation has been attached as part of the official record.

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

A. **Calendar of Upcoming Meetings**

   - **All Campus Holiday Party** – December 11, 4:00 to 6:00 p.m., Deedy Staff Lounge, Kentfield Campus
   - Poetry reading featuring Poet Laureate Kay Ryan – December 11, 7:00pm Olney Hall, Kentfield Campus
   - **Marin County Joint Legislative Action Seminar** – January 14 & 15, 2009, State Capitol, Sacramento
   - **Opening Day Convocation** - January 16, 2009, 10:00 a.m. to 12:00 p.m., Location TBD, Kentfield
   - **Effective Trustee Workshop**, January 25-26, 2008, Sheraton, Grand Sacramento, CA
   - **Board Retreat**, February 6, 2009 Location to be determined
Marin Superintendents and Trustees/Marin County Council of Mayors and Councilmember’s Meeting – March 25, 2009, Servino’s Restaurant, 9 Main Street, Tiburon

President’s Breakfast – May 6, 2009 7:30am, Embassy Suites

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

C. Educational Management Personnel Recommendations

D. Short-Term Hourly Positions

E. Budget Transfers – Month of November - FY 2008/09

F. Warrant Approval

G. Declaration of Surplus Property – Miscellaneous Equipment

H. District Mileage Rate

I. Approval of New Community Services Courses

J. Approval of Revised Board Policies
   1. BP 1100: The Marin Community College District
   2. BP 1200: Mission
   3. BP 3430: Prohibition of Harassment

K. Modernization (Measure C)
   1. Ratify Construction Contracts for Various Projects
      a. Transportation Relocation Project (850H)
         B. Cantarutti Electric, Inc. ($3,292)
         Tarps & Tie-Downs, Inc. ($8,388)

   2. Ratify Professional Services Contract Amendment
      a. Dance Relocation Project (850N)
         Testing & inspection services
         Kleinfelder, Inc. – Amendment 3 ($17,750)
      b. Transportation Tech Relocation Project (850H)
         Moving services
         Crossroads Relocation Services, inc. – Amendment 2 ($741)
      c. Diamond PE Center Alterations Project (308B), Parking Lot-Bioswale & Pathways Projects (401B & 413A), West Campus Utilities Extension Project (407D) & Ignacio Creek Erosion Mitigation Project (419A)
         Civil engineering services & construction administration services
         CSW/Stuber Stroeh Engineering - Amendment 22 ($82,562)
      d. Parking Lot-Bioswale & Pathways Projects (401B & 413A)
         Paragon Office subscription
         Royston, Hanamoto, Alley & Abey (RHAA) – Amendment 12 ($1,000)
e. Transportation Technology Complex Project (402A)
   i. Paragon Office subscription
      Hardison, Komatsu, Ivelich & Tucker (HKIT) – Amendment 12
         ($2,000)
   ii. Testing and inspection services
       Sensible Environmental Solutions, Inc. – Amendment 5 ($18,265)
   f. Main Building Complex Project (417A)
      Paragon Office subscription
      VBN Architects – Amendment 4 ($3,000)
   g. Various Projects on the Indian Valley Campus
      Ballard & Watkins Construction Services – Amendment 1 (<$12,600>)
      Credit & Reallocation
      Inspection Services, Inc. – Amendment 1 ($0) Reallocation

11. Other Action Items

   B. M/s (Treanor/Hayashino) to Approve the Five-Year Scheduled Maintenance Plan
      (2009-10 through 2013-14). The motion passed unanimously (7-0) plus an advisory
      aye vote by Student Trustee McCleary.

   C. M/s (Treanor/Paterson) to Acknowledge Receipt of District Financial and
      Measure C Bond Program Audits for 2007/08. The motion passed unanimously
      (7-0) plus an advisory aye vote by Student Trustee McCleary.

   D. M/s (Treanor/Hayashino) to Approve Resolution Declaring Intention to Lease
      Real Property & Publication of Notice Thereof. The motion passed unanimously
      by a roll call vote of 7-0 with an advisory aye vote by Student Trustee McCleary.

   E. M/s (Treanor/Hayashino) to Approve Board Compensation Annual Adjustment.
      The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee
      McCleary.

   F. Modernization (Measure C)

      1. Award Construction Contract

         a. M/s (Hayashino/Treanor) to Award Construction Contract for West
            Campus Bridge Project. The motion passed unanimously (7-0) plus an
            advisory aye vote by Student Trustee McCleary.

         b. M/s (Treanor/Paterson) to Award Construction Contract for Main
            Building Signage Phase I. The motion passed unanimously (7-0) plus an
            advisory aye vote by Student Trustee McCleary.

         c. M/s (Treanor/Nammath) to Award Construction Contract for Health
            Services Portables Project. The motion passed unanimously (7-0) plus an
            advisory aye vote by Student Trustee McCleary.

      2. Award Construction Contract

         a. M/s (Treanor/Nammath) to Approve Change Order No.1 for Bay Pacific
            Pipelines, Inc.

            Ignacio Creek Erosion Mitigation Project. The motion passed
            unanimously (7-0) plus an advisory aye vote by Student
            Trustee McCleary.
b. M/s (Treanor/Hayashino) to Approve Change Order No. 1 for Di Giorgio Contracting Company.

Main Building Complex Project (417A). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

c. M/s (Paterson/Treanor) to Approve Change Order No. 2 for Hannibal’s Inc. Electrical Construction.

DSPS Relocation Project (850L). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

d. M/s (Hayashino/Namnath) to Approve Change Order No. 4 for Di Giorgio Contracting Company, Inc.

West Campus Utility Extension Project (470D). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

e. M/s (Treanor/Namnath) to Approve Change Order No. 7 for Alten Construction, Inc.

Diamond PE Center Alteration Project (308B). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

f. M/s (Treanor/Namnath) to Approve Change Order No. 2 for Alten Construction, Inc.

PE Complex PV Project (308D). The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

3. Special Approval

M/s (Treanor/Hayashino) to Authorize the “Brand Only” Sole Sourcing of Systems for all Construction and Modernization Projects on the Kentfield and Indian Valley Campuses Associated with the Measure C Bond Program. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary.

12. Items for Possible Future Board Action (5 minutes)

A. Revised Board Policies (January)
   1. BP 3570: Environmental Tobacco and Smoke Control
   2. BP 6340: Contracts
   3. BP 6500: Property Management
   4. BP 6560: Environmental Responsibility
   5. BP 6570: Integrated Pest Management
   6. BP 6600: Capitol Construction
   7. BP 6750: Parking

B. Clinical Agreement with California Pacific Medical Center (January)

C. Bond Sale Resolution/Required Documents (January)

D. Final Project Approval for Fine Arts & SMCP (January)

E. Unfunded Liability (Workshop)

F. Bolinas Lab Recommendations
13. Information Items (5 minutes)

Board President Kranenburg asked the Trustees to review the information items.


B. Modernization Update
   1. Director's Report
   2. Sustainability Report
   3. Master Schedule with Spent to Date through November 2008

C. Revised Administrative Procedures
   1. AP 4021: Program Discontinuance
   2. AP 4100: Graduation Requirements for Degrees and Certificates
   3. AP 4225: Course Repetition
   4. AP 4240: Academic Renewal
   5. AP 6340: Contracts – Goods
   6. AP 6345: Goods – Professional Services
   7. AP 6350: Goods – Construction
   8. AP 6500: Property Management
   9. AP 6560: Environmental Responsibility
   10. AP 6570: Integrated Pest Management
   11. AP 6750: Parking

D. First Quarter Financial Status Report 311 Q

14. Correspondence

The Trustees were asked to review the correspondence in their Board Packets.

15. Board Meeting Evaluation

16. Adjournment

M/s (Treasurer/Namnath) to adjourn the meeting. The motion passed unanimously (7-0) plus an advisory aye vote by Student Trustee McCleary and Board President Kranenburg adjourned the meeting at 10:03 p.m.
REPORT TO THE BOARD OF TRUSTEES
Yolanda Bellisimo, President Academic Senate
DECEMBER 2008

The Academic Senate is obviously concerned about the disposition of the Bolinas Lab and it’s not some faculty interested in maintaining our educational programs at the Lab. It is all of us. Dr. White has asked the Senate to put forward the names of faculty to work with the Task Force and we have submitted Joe Mueller and Patrick Kelly’s names as faculty representatives. The report from the task force is on the Senate agenda for this Thursday’s Senate meeting.

Sara McKinnon and I attended the Academic Senate Plenary Session in Los Angeles in November. I served on a panel titled, “You can do it! Effective Governance that Addresses Accreditation Deficiencies (AKA Getting off Probation)”. It was fun talking about how WASC on April 1st walked into a documents room filled with 62 program reviews and supporting committee reports after telling us we only had five months to complete this enormous task. Other schools are scared. Many of them are on warning and probation, and they were glad to hear, “Yes we can.” I was asked after the session to serve as a trainer/presenter at the Senate Accreditation Training in January. I’ll be in San Jose for three days working with a panel of trainers on accreditation issues. At the Plenary session, participants were especially interested in our program review and governance structure and how our planning process is leading to rethinking our purpose in terms of student pathways, which is what I will talk about at the Accreditation Training in January. They liked our pathways idea and were interested in how the faculty arrived at this. We talked about the importance of faculty-led research and planning and the importance of having Robert Kennedy on our staff. And they liked our visual of how program review is shunted to committees and the role each committee plays in the process. I have sent that visual, designed by Derek Wilson, to dozens of senate members across the state.

Sara McKinnon served on a panel discussion titled, “Equitable Education for Our Noncredit Students – Are You Ready to Help?” Past Statewide Senate President, Ian Walton chaired the panel and I can’t begin to tell you how much Sara is loved and respected by the officers and members of the State Academic Senate.

The members of this panel talked about the state-wide disparities in the treatment between credit and non credit instructors and students. It seems that state-wide non-credit instructors have:

- No office hours
- No office space
- Lower pay
- More hours of work for the same pay
- Inadequate counselor time assigned to non credit students
- A sense that institutions do not understand the time required for course preparation
- or the time required to meet with and mentor the students in these programs

Ian talked about how non credit serves the most academically vulnerable of our students and they do this with the least amount of resources and non credit gets the least amount
of resources in spite of the fact that these students are a growing percentage of our total student population state-wide and show promise for transition into credit courses – transfer and career/occupational. At COM noncredit ESL enrollment makes up over 1,500 unduplicated head count and we administer 14-15 placement tests for these students each year. This population grew by about 300 students in the past two - three years.

City College of San Francisco is a model for equity and success of non credit programs and two faculty members from City College spoke as a part of the panel. One mentioned that over 20% of the students in credit programs had previously taken non credit courses at City College. So we know that our transfer and career/occupational programs benefit from a strong non credit program. At City College there is no distinction made between credit and non credit instructors.

Keep our non credit program and its faculty in your thoughts. Non credit is often treated as a second class citizen and yet it contributes immeasurably to our college and our students.
Good evening. I have a very brief report.

In early January the Classified Senate will host a “Governance Committee Representative Meet and Greet.” The purpose of this event is to provide an opportunity for staff to identify who their governance committee representatives are and to recognize those who have volunteered to serve for their leadership and commitment. We also plan to publish a visual directory of classified staff who are serving on governance committees.

The Senate will be winding up the calendar year with the annual all-staff holiday party which will be held at McGinnis Park Golf Club. I believe this is the fourth year that this event has been jointly co-sponsored by CSEA, SEIU and the Classified Senate. The Senate will be recognizing staff who are marking 20 years of service to the District as part of the festivities. We’re also fortunate to have our own personal disc jockey in the form of Sergeant Darryl Kesecker of our Campus Police Department who will provide music for dancing and Karaoke for all those inclined to perform. It should be a fun evening!

Finally, on behalf of the Classified Senate and all the classified staff, I’d like to thank Vice President Martinez for her support and wish her the best of luck in her new endeavors. Vice President Martinez has always demonstrated a high degree of respect for the by including them in reports, as she did tonight, and acknowledging our contribution to the success of our college and more importantly, our students.
BOLINAS FIELD STATION PROPOSAL

College of Marin Marine Biology Lab

Outline

I. The Vision - THE BOLINAS FIELD STATION
II. Background - Historical Perspective
III. Why the Bolinas Field Station?
   - Geographic Considerations
   - Environmental Importance
IV. Why this Task Force?
   - Community input, record
   - Experienced Task Force
   - Precedence for MTNC

I. VISION

THE BOLINAS FIELD STATION

VISION

THE BOLINAS FIELD STATION

- Restore and Preserve this historic building in the heart of Bolinas
- Develop a multi-user research and education facility focused on the sustainability of coastal watersheds and their inhabitants.
VISION
- Develop an agreement with the College of Marin to transfer ownership of the Marine Biology Lab to a new entity called "The Bolinas Field Station".
- Form an NTMC (Multi-Tenant Non-profit Center).
Bolinas Stinson Summer Camp
- Hands-on experiences
- Thousands of "WOW!"s
- People of all ages will have an opportunity to be

**Priceless!**
(Thank you Colleen Matthews)

Current Status
- After much due diligence, a final decision had to be made.
- Primary concern were mold and asbestos proximity to earthquake fault lines.
- In 2003 the College of Marin was forced to close the facility.
- Has remained unused since then and continues to decline.

Community Support
- Because of its important role in the history of Bolinas... its contributions as a Marine Biology Lab... and its location in the heart of the town, it matters to the residents of Bolinas to see its future.

- There is much local enthusiasm for the restoration of this building and the pursuit of this type of usage.

III. Why the Bolinas Field Station?
- Geography
- The Bolinas Lagoon Watershed
- Environmental Legacy
- Historical
- Impact beyond North Bay

LOCATION: Bolinas Lagoon Watershed

Bolinas Lagoon Watershed

Ideal Location of the Lab
**Components critical to the health of the Bolinas Lagoon Watershed**
- Protection of water sources within the watershed
- Maintenance of healthy waterfowl throughout the watershed

**Health of Bolinas Lagoon Watershed (cont)**
- Restoration and protection of diverse fish and shellfish of the lagoon habitat
- Marsh grasses, resident and migratory birds, marine mammals, a variety of fish and shellfish

**Confluence of Environmental Initiatives**
- The creation of Marine Protected Areas (MPAs)
- The Bolinas Lagoon Restoration Project
- Severe decline in salmon and other fish populations
- Fringe balance between sustainable agriculture and health of the watershed
- Decline in species of marsh grasses and tidally affected vegetation and invertebrate lagoon populations

**National Marine Sanctuaries**
- Gulf of the Farallones
- Monterey Bay

*This is going to result in a need for ongoing scientific monitoring.*
**The Bolinas Lagoon Restoration Project**

An historic and scientifically rich project
11 years to develop
Under threat of oil exploration
This will necessitate multidisciplinary surveillance in the short and long term.

**Salmon Endangernent**

- The commercial and recreational salmon fishery has been closed along the entire California coast.
- The coho and chinook salmon populations in the California coast streams are under stress.

**Salmon Habitat Restoration**

Emergency measures to restore the native populations will need to be monitored.

**Fresh Water Sources**

- The demand on the fresh water streams is high: agricultural, urban and industrial use.
- Sustainable agriculture is needed to reduce the demand for fresh water sources.
- A model for issues seen with fresh water sources across the state.
- Interventions are planned or underway which require oversight.

**Geographic & Temporal Convergence**

- At this moment there is critical environmental research management and monitoring needed.
- The Bolinas Marine Biology lab is located at the epicenter of this environmental activity.
- The demand for an ideally situated facility would be doubled and multiple environmental disciplines could be perfectly met with this proposed expansion of the College of Marin's Bolinas Marine Biology Lab to The Bolinas Field Station.

**IV. Why THIS Task Force?**

- Community track record
- Task force experience
- Precedent for MTNC MarinSpace
Track Record: Bolinas Museum
- Founded in 1983
- Non-profit
- Volunteer Board of Directors

Bolinas Community Public Utilities District
District
Water
Parks
Drainage
Glass Beach Collector
Municipal Center

Bolinas Fire Department + Bolinas Community Health Clinic, Coastal Health Alliance

"It was a confluence of extraordinary talent combined with urgent issues." - D. Kimball

Bolinas Field Station Task Force
- Community meets national science.
- Innovative.
- Advancing natural habitats.
- Keep historical significance.
- Demonstrate leadership.
- History of involvement in non-profit and philanthropy.
- History of land and project development.
- Volunteer group takes on saving historic facility

V. DETAILS OF THE PLAN
The Bolinas Field Station
Supporting healthy coastal watersheds
V. Details of Plan
- Multi-Tenant Non-profit Center
  guidance from MarinSpace
- Additional Uses
- Proposed transfer agreement
  with the College of Marin
- Building Restoration
- Financial Considerations
- Next Steps

MULTI-TENANT NON-PROFIT CENTER
- Multi-Tenant Nonprofit Centers share the same basic structure:
  Composed of multiple (1 or more) non-profit tenant
  organizations
  Rented as a physical site (1 or more buildings)
- Purpose of such centers is to provide affordable, stable
  spaces and resources to build capacity for the nonprofit
  sector and to support the various missions of its tenant users
- EXAMPLES: Fort Mason, Thoreau Center, United Way
- The Bolinas Field Station Proposal as well as the MTNC and
  the nonprofit services from the College of Marin, and ideas of

EXAMPLE of MTNC
- Point Reyes Bird Observatory
- Bolinas Lagoon Restoration Project

THE BOLINAS FIELD STATION
- Marine Protection Act
- Gulf of the Farallones

USES
From a tenant standpoint, research and program
management will be the key focus of the building.
- Large set of potential tenants

Additional functions include:
- Educational conferences (community, schools, scientists)
- Lagoon and Coastal information center
- Museum for historical, scientific, cultural and archeological
  exhibits
- Library of permanent materials for tenants and visitors
- Bolinas Science summer camp if possible

ACQUISITION PROCESS
- The College of Marin would agree to transfer ownership of the Facility to
  "The Bolinas Field Station" - a non-profit
- The transfer of ownership would change the
  College of Marin's liability associated with the Facility
- College of Marin legal counsel would assist
  in executing this transfer
- The College would assist with:
  settling and clearing out of remaining
  supplies at the Facility prior to transfer of ownership

ACQUISITION PROCESS
- The College would assist in
  identifying items of historical
  value for inclusion in a
  permanent exhibit
- The Bolinas Field Station would
  assist the College with publicity
  of this remarkable transfer
- Future collaborations between
  College of Marin programs and
  the Bolinas Field Station would
  be fostered.
Financial Considerations

Total structural upgrade and remediation:
- CCM assessment report estimate $0.8 million
- Geotechnical improvements:
  - The total cost estimate is $10.5 million
- Custom design and installation:
  - Additional costs for:
    - Software, hardware, etc.
    - Custom design and installation
- Operational Expenses:
  - Depreciation and insurance:
  - Other costs
- Break-even analysis:
  - Initial costs
  - Break-even point

Fundraising TRACK RECORD

- The Bolinas Field Station has a track record of responding to:
  - Major gifts
  - Major donations
  - Major gifts received:
    - 2007: $500,000
    - 2008: $1,000,000

VI. NEXT STEPS

PHASE 2

- Feasibility Plan
- Business Plan based on Market Analysis
- Governance & Operational Mgt
- Financing and Fundraising
- Consultation/Community Outreach

Time line:
- Phase 2 expected to take 6 mo

Seed Money

PHASE 2:
- Estimated costs of:
  - Moving forward:
    - $50,000-100,000
- Potential "Seed Money" donors have requested a formal "Expression of Interest" with exclusivity from the College of Marin if there is interest in proceeding.
VII. SUMMARY

Compelling Vision for several reasons:
- Respects the local and national historical significance of the building
- Encompasses the College of Marin’s original intent for the Marine Biology Lab
- Incorporates the concerns of the Bolinas community as well as global concerns for natural habitats
- Facilitates collaboration & sharing of resources

And it is a natural progression in the evolution of this historic building.

1814
USCG Marine Lab

2000
Bolinas Field Station

PURPOSE: "LIFESAVING"

We hope this has inspired your interest. We are open to your questions and comments.

The End

Thank you for your consideration.

The Bolinas Field Station Task Force
Welcome Week
College of Marin will host its Spring 2009 Welcome Week January 20, 21, and 22 in the Learning Center quad area; hours of the event are from 11 a.m. to 2 p.m.

Faculty, staff, and local business sponsors will participate in the event. Sponsors include: Marin Independent Journal, San Francisco Chronicle, Cingular Wireless, Sprint, 24 Hour Fitness, Gelds Gym, Comcast, Blue Cross, Allstate, KMEL, Chiropractors, Peet's Coffee, Jamba Juice, Marin Education Fund, and many wonderful art and jewelry Vendors.

Poetry Reading featuring Kay Ryan
College of Marin co-hosted a poetry reading and book signing in December with U.S. Poet Laureate Kay Ryan. The event was a huge success with standing room only crowds and an overflow audience watching a simulcast in the LRC Teleconference Room. Special thanks to Steve Brown, Frank Crosby, Nicole Cruz, Scott DeYoung, Michael Dougan, Paul Fanta, Jon Gudmundsson, Andy Haber, Juan Obregozo, Lupe Oropeza, Cathy Summa-Wolfe, Hoa-Long Tam, Cathy White-Lambert, and David White for their help with event logistics.

Night of Giving
The second annual Night of Giving went off without a hitch. Over 250 individuals RSVP’d and were treated to an evening of games and a complete turkey dinner. The grand evening concluded with free drawings for fully cooked turkeys and electronic gadgets, as well as gifts for all the children. This evening would not have been possible without the assistance of our own Campus Bistro/Mo, student clubs, ASCOM Board, and Student Senate. The baseball and basketball team members served the guests, including the carving of the turkeys by men’s basketball coach/counselor Bruce Furuya. Our students were great in seeking donations. Many community businesses donated to help make the event possible.

Russian artist Anatoliy Teleshov
Associated Students of Emeritus College (ASEC) sponsored an exhibit of oil paintings by Russian artist Anatoliy Teleshov (1928-1990) at the Emeritus Center, Kentfield campus. Curator and daughter Olga Borissova of the COM art department office spoke about Teleshov’s life and work at the Center on Thursday, November 20.

Dental Assisting adds a smile to the Smile Train
The dental assisting program held a bake sale in October to raise money for the Smile Train. This organization provides free cleft palate surgeries for children in other countries. Although the bake sale itself did not raise enough money to cover a surgery, the dental assisting class of 2009 matched the earnings and was able to donate one cleft palate surgery.
**Marin Community College District**  
Kentfield, CA 94904

**Board Agenda Item**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: January 20, 2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.10.B</td>
</tr>
<tr>
<td>Subject:</td>
<td>Classified Personnel Recommendations</td>
<td></td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
</tr>
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<td></td>
<td>Recommendations</td>
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**Background:**

The following actions are included in the Classified Personnel Recommendations:

- A. Appointment of Classified Personnel
- A.1 Appointment of Hourly Personnel
- B. Resignation 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.

M. Ross and T. Owen are on the instructional side of the 50% law.  
M. Lewis, A. Fairley and S. Catherman are on the non-instructional side of the 50% law.

**Recommendation:**

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Division/Department</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>* Fairley, Alicia</td>
<td>Office Technician – Workforce Development</td>
<td>.53</td>
<td>9.5</td>
<td>01/20/2009</td>
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<tr>
<td>2.</td>
<td>* Ross, Mary A.</td>
<td>Instructional Specialist – Court Reporting</td>
<td>.43</td>
<td>10.5</td>
<td>01/12/2009</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Ms. Fairley has accepted the .53 FTE/9.5MPY position of Office Technician in Workforce Development effective January 20, 2009.

2. Ms. Ross has accepted the .43FTE/10.5MPY position of Instructional Specialist in the Court Reporting Department effective January 12, 2009.

*Employee is in probationary status for six-months.*
A. APPOINTMENT OF HOURLY PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Division/Department</th>
<th>Start Date</th>
<th>Expiration Date</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>* 1. Owen, Therese</td>
<td>Registered Nursing Program</td>
<td>01/05/2009</td>
<td>06/30/2009</td>
<td>$20.78</td>
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<td>*2. Catherman, Sally</td>
<td>Fiscal Services</td>
<td>01/06/2009</td>
<td>06/30/2009</td>
<td>$32.00</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION

1. Ms. Owen will serve as Professional Expert to assist classified staff with a Nursing Capacity Building Initiative Grant which is categorical funded through the California Community College’s Chancellors Office. Projects are specifically related to increased enrollment and retention in the RN Program.

2. Ms. Catherman will serve as a Professional Expert to assist classified staff in the Fiscal Services area during the Banner Payroll Implementation period.

*Human Resources did not receive necessary paperwork from the department until after these individual’s worked. These hourly employees’s need to be paid for work that has already been completed.
### B. RESIGNATION/RETIREMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Type</th>
<th>Effective Date</th>
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<tr>
<td>1.</td>
<td>Lewis, Michael</td>
<td>Microcomputer Coordinator</td>
<td>1.0</td>
<td>12</td>
<td>Resignation</td>
<td>c.o.b. 01/02/2009</td>
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</table>

**BACKGROUND INFORMATION:**

1. Mr. Lewis will resigned effective close of business January 2, 2009.
### BOARD AGENDA ITEM

<table>
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<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>January 20, 2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td></td>
<td>Item &amp; File No. B.10.C</td>
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<tr>
<td>Subject:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Academic Personnel Recommendations</td>
<td></td>
<td></td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s): Recommendations</td>
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</table>

**BACKGROUND:**

The following actions are included in the Academic Personnel Recommendations:

- A. Appointment/Change of Academic Personnel
- B. Sabbatical Leave Replacement

**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. APPPOINTMENT AND/OR CHANGE OF ACADEMIC PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title</th>
<th>FTE</th>
<th>Appt Type</th>
<th>Effective Date</th>
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<tbody>
<tr>
<td>1</td>
<td>Bowen, Nora</td>
<td>Children's Center Teacher, IVC</td>
<td></td>
<td>From: Permanent To: Temporary</td>
<td>Spring 2009</td>
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<tr>
<td></td>
<td></td>
<td>Children’s Center Lead Teacher, IVC</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>Delgado, Mary</td>
<td>Children’s Center Lead Teacher, IVC</td>
<td></td>
<td>From: Permanent To: Temporary</td>
<td>Spring 2009</td>
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<tr>
<td></td>
<td></td>
<td>Site Supervisor, KTD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Perry, Robin</td>
<td>Instructor, Nursing</td>
<td>.67</td>
<td>Temporary</td>
<td>Spring 2009</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Nora Bowen has been appointed Lead Teacher, IVC during Mary Delgado’s temporary assignment.

2. Mary Delgado has been appointed Site Supervisor, KTD due to the retirement of Jill Bishop.

3. Robin Perry has been assigned a .67 load for Spring Semester 2009 due to the increase in enrollment in the Nursing Program.
### B. SABBATICAL LEAVE REPLACEMENT

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective</th>
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<tbody>
<tr>
<td>1.</td>
<td>Bero, David</td>
<td>Instructor, Life/Earth Sciences</td>
<td>.853</td>
<td>Temporary</td>
<td>1/20/09</td>
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<tr>
<td>2.</td>
<td>Williams, Jeannine</td>
<td>Instructor, Life/Earth Sciences</td>
<td>1.0</td>
<td>Temporary</td>
<td>1/20/09</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Mr. David Bero has been appointed to a .853 Sabbatical Leave replacement position in Life/Earth Sciences for Spring Semester 2009.

2. Ms. Jeannine Williams has been appointed to a 1.0 Sabbatical Leave replacement position in Life/Earth Sciences for Spring Semester 2009.
BOARD AGENDA ITEM

To: Board of Trustees                                  Date: January 20, 2009
From: Superintendent/President                        Item & File No. B.10.D
Subject: Educational Management Personnel Recommendations
Reason for Board Consideration: APPROVAL
Enclosure(s):
Recommendations

BACKGROUND:

The Appointment of Educational Management Personnel Recommendations are attached.

A. Appointment and/or Change of Educational Management Personnel

FISCAL IMPLICATIONS: All recommendations are within budgeted FTE.

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources and Labor Relations
### A. APPOINTMENT OF EDUCATIONAL MANAGEMENT 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>Phillips, Armond</td>
<td>Dean of Student Development &amp; Special Services</td>
<td>1.0</td>
<td>Temporary</td>
<td>1/12/09-6/30/09</td>
</tr>
</tbody>
</table>

### BACKGROUND INFORMATION:

1. Appointment to position of Dean of Student Development and Special Services, effective January 12, 2009-June 30, 2009 or until position is filled permanently.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: January 20, 2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.10.E</td>
</tr>
<tr>
<td>Subject:</td>
<td>Short-Term Hourly Positions</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
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<td></td>
<td>APPROVAL</td>
<td></td>
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<td></td>
<td>Enclosure(s):</td>
<td></td>
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<tr>
<td></td>
<td>Job Descriptions</td>
<td></td>
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</tbody>
</table>

BACKGROUND

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

Short-Term Hourly Positions.

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

Office Aide III in Admission and Records, Dept. Aide IV in BIS and Fine Arts, Bookstore Clerk in the Bookstore, Teacher’s Aide in Children’s Center, Lab Asst. in CES, Lab Tech in Environmental Landscaping, Lab Assistant III in Fine Arts and Life and Earth Sciences, PC/Telephone/Network Asst. in Information Technology, Field Trip Driver in Life and Earth Sciences, Admin Asst. in Workforce Development, Box Office/Theatre Manager, Assistant Box Office Cashier, House Manager, Light Board Operator, Lighting Designer, Master Electrician, Sound Technician, Stage Crew, Stage Manager, Asst. Stage Manager, Properties Designer, Scenic Painter, Set Designer, Sound Designer, Stage Carpenter, Costume Designer, Costume Cut/Stitcher, Asst. Costume Designer, Wardrobe Mistress/Master, Dance Accompanist, Follow Spot Operator, Multi-Media Designer, Dialect Coach, Choreographer, and Fight Choreographer in Performing Arts are on the non-instructional side of the 50% law.

Court Reporting Reader in Court Reporting, Dept. Aide IV, Dental Tutor and EMT Lab Asst. in Health Sciences, Asst. to Distance Ed. in Learning Resources, Adapted P.E. Aide and In-Class Aide in DSPS, Math Tutor in Mathematics and Study Hall Monitor in Physical Education are on the instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
### A. SHORT TERM HOURLY POSITIONS – January 20, 2009

<table>
<thead>
<tr>
<th>DEPT.</th>
<th>JOB TITLE</th>
<th>NUMBER OF POSITIONS</th>
<th>START DATE</th>
<th>END DATE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admissions and Records</td>
<td><strong>Office Aide III</strong> – Assist Classified Staff: (Peak Period only.) S’09</td>
<td>2</td>
<td>01/21/09</td>
<td>02/28/09</td>
<td>$10.50 hour</td>
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<tr>
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<td>registration, open enrollment &amp; Community Ed. Winter Quarter.</td>
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<tr>
<td>Business &amp; Information Systems</td>
<td><strong>Dept. Aide IV</strong> – Assist Classified Staff. Assist students in the CIS</td>
<td>5</td>
<td>01/20/09</td>
<td>05/22/09</td>
<td>$11.75 hour</td>
</tr>
<tr>
<td></td>
<td>computer labs with their assignments during nights and Saturdays at Kentfield and Indian Valley campuses.</td>
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</tr>
<tr>
<td>Bookstore</td>
<td><strong>Bookstore Clerk</strong> – Assist Classified Staff. Cashier, stock, price,</td>
<td>3</td>
<td>01/05/09</td>
<td>03/31/09</td>
<td>$13.00 - $17.00 hour DOE</td>
</tr>
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<td></td>
<td>customer service, shipping, receiving, prep for rush, and buy back.</td>
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<td></td>
<td><strong>Bookstore Clerk</strong> – Assist Classified Staff. Cashier, stock, price,</td>
<td>10</td>
<td>01/05/09</td>
<td>02/28/09</td>
<td>$ 8.00 - $10.50 hour DOE</td>
</tr>
<tr>
<td></td>
<td>customer service, shipping/receiving, also prep for rush as needed.</td>
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<td></td>
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</tr>
<tr>
<td>Children’s Center</td>
<td><strong>Teacher’s Aide</strong> - Assist classroom teachers with implementing child</td>
<td>1 KTD</td>
<td>01/22/09</td>
<td>05/23/09</td>
<td>$12.00 hour</td>
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<td></td>
<td>centered curriculum and maintaining an optimal physical learning</td>
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<td></td>
<td>environment.</td>
<td>1 IVC</td>
<td>01/22/09</td>
<td>05/23/09</td>
<td></td>
</tr>
<tr>
<td>Community Education Services (CES)</td>
<td><strong>Lab Assistant</strong> - Assist Classified Staff. Maintenance of Ceramic Lab.</td>
<td>1</td>
<td>10/23/2008</td>
<td>12/04/2008</td>
<td>$337.39 Lump Sum Payment</td>
</tr>
</tbody>
</table>

January 20, 2009
<table>
<thead>
<tr>
<th>Department</th>
<th>Position Description</th>
<th>Hours</th>
<th>Start Date</th>
<th>End Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Court Reporting</td>
<td>Readers: Assist Classified Staff. Readers for Court Reporting classes – different levels/speeds require a separate reader for each level.</td>
<td>5</td>
<td>01/02/2009</td>
<td>06/30/2009</td>
<td>$ 9.50 hour</td>
</tr>
<tr>
<td>DSPP</td>
<td>Adapted P.E. Aide – Assist with physically disabled students in Adaptive P.E. classes on an as needed basis. This position is needed to address health and safety issues.</td>
<td>8</td>
<td>01/20/2009</td>
<td>05/22/2009</td>
<td>$ 9.75 – $10.75 hour DOE</td>
</tr>
<tr>
<td>DSPP</td>
<td>In-Class Aide – Assist with disabled students on an as needed basis.</td>
<td>8</td>
<td>01/20/2009</td>
<td>05/22/2009</td>
<td>$ 9.75 – $10.75 hour DOE</td>
</tr>
<tr>
<td>Environmental Landscaping (ELND)</td>
<td>Lab Tech – Care of plants, watering, maintenance, for ELND greenhouse, lathehouse, gardens, orchards, and facilities related to the ELND program.</td>
<td>1</td>
<td>01/02/2009</td>
<td>06/30/2009</td>
<td>$ 14.14 hour</td>
</tr>
<tr>
<td>Fine Arts Department</td>
<td>Dept. Aide IV – Assist Classified Staff. Reception/Security for the Art Gallery, peer counselor for Art/Art History students. Assist instructors in the gallery with gallery design and management classes. Assist with receptions and hang shows under Director’s supervision.</td>
<td>1</td>
<td>12/15/2008</td>
<td>05/25/2009</td>
<td>$11.75 hour</td>
</tr>
<tr>
<td>Fine Arts Department</td>
<td>Lab Assistant III – Assist Classified Staff. Supports laboratory technician in the Art Department with equipment upkeep and preparation of materials and classrooms.</td>
<td>1</td>
<td>12/15/2008</td>
<td>05/25/2009</td>
<td>$11.75 hour</td>
</tr>
<tr>
<td>Department</td>
<td>Position Description</td>
<td>Count</td>
<td>Start Date</td>
<td>End Date</td>
<td>Rate</td>
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<tr>
<td>Health Sciences (Medical Assisting)</td>
<td>*Dept Aide IV – Work in collaboration with instructor to set-up skills lab. Assist with skills demonstrations. Address student questions as appropriate. Order lab supplies, stock supplies, keep inventory, clean and maintain lab equipment.</td>
<td>1</td>
<td>01/20/2009</td>
<td>06/15/2009</td>
<td>$12.60 hour</td>
</tr>
<tr>
<td>Health Sciences (Dental Assisting)</td>
<td>*Dental Tutor – Assist Classified staff. Help other dental students with studying for classes.</td>
<td>2</td>
<td>01/20/2009</td>
<td>06/30/2009</td>
<td>$10.00 hour</td>
</tr>
<tr>
<td>Health Sciences (Medical Assist/EMT)</td>
<td>*EMT Lab Assistant – Assist instructor with lab practice classes. EMT regulations state that lab classes must have ratio of 10:1.</td>
<td>7</td>
<td>01/18/2009</td>
<td>05/31/2009</td>
<td>$20.00 hour</td>
</tr>
<tr>
<td>Information Technology</td>
<td>PC/Telephone/Network Asst. – Assist Classified Staff. Assist PC/Telephone/Network Techs with general troubleshooting, configuration, and deployment, and with occasional projects such as inventory.</td>
<td>1</td>
<td>01/22/2009</td>
<td>06/30/2009</td>
<td>$13.00 hour</td>
</tr>
<tr>
<td>Life and Earth Sciences</td>
<td>*Field Trip Driver – Drive insured rental vehicles on designated field trips.</td>
<td>5</td>
<td>01/20/2009</td>
<td>05/22/2009</td>
<td>$150 per person per field trip.</td>
</tr>
<tr>
<td>Life and Earth Sciences</td>
<td>*Lab Assistant III – Assist Classified Staff. Assist with the set-up of the labs and their various functions including inventory assistance.</td>
<td>3</td>
<td>01/20/2009</td>
<td>05/22/2009</td>
<td>$10.75 hour</td>
</tr>
<tr>
<td>Learning Resource Center</td>
<td>*Asst. to Distance Ed. – Assist Classified Staff. (This is a short term assignment to assist Testing &amp; Distance Ed.) Testing and academic support are done for the purpose/s of performing a variety of learning resources activities- technical, clerical and academic – related to the operation of a student lab; proctoring make-up tests for distance education courses, assisting students in the use of computer-based learning equipment; providing individual and/or group tutoring; providing feedback to students and instructors regarding student progress. By its nature this work is off-hours and not subject to the evening differential.</td>
<td>1</td>
<td>01/05/2009</td>
<td>06/30/2009</td>
<td>$25.00 hour</td>
</tr>
<tr>
<td>Mathematics</td>
<td>*Math Lab Tutor – Assist Classified Staff. Tutor Math Lab students.</td>
<td>4</td>
<td>01/20/2009</td>
<td>05/22/2009</td>
<td>$10.75 hour</td>
</tr>
<tr>
<td>Performing Arts Box Office</td>
<td>*Box Office/Theatre Manager – Assist Classified Staff. Train Box Office Staff and perform duties in Box Office as needed. Assist Music, Dance &amp; Drama departments with stage set-up, strike, lighting, sound &amp; stage management duties as needed. Train House Managers and/or perform duties as needed. Make necessary arrangements for other COM non-performing arts events &amp; outside rentals of the theatre. Perform similar duties for outside rental events with additional pay paid by renters.</td>
<td>1</td>
<td>01/01/09</td>
<td>06/30/09</td>
<td>$18.94 hour</td>
</tr>
<tr>
<td>Performing Arts Box Office</td>
<td><strong>Assistant Box Office Cashier</strong> – Assist Classified Staff. Work in Box Office during pre-show sales when Box Office is too busy for one person to handle alone. Will cover all performing arts shows (Theatre, Dance, and Music.) Will work Box Office on Sundays when there is a performance. Will substitute for Box Office Cashier when ill or unable to work.</td>
<td>2</td>
<td>02/17/2009</td>
<td>05/12/2009</td>
<td>$16.53 hour</td>
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<tr>
<td>Performing Arts Dance</td>
<td><strong>House Manager</strong> – Assist Classified staff. Manage house for Spring 2009 Dance Concert. Set-up concessions, direct ushers, trouble shoot seating problems, coordinate with stage manager to start show at beginning and intermission. Clean house after show (pick up recyclable programs), put away concession items and wash coffee pots. Properly lock doors and handle concession monies.</td>
<td>1</td>
<td>03/302009</td>
<td>04/11/2009</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Dance</td>
<td><strong>Lightning Designer</strong> – Assist classified staff. Design lighting effects for Spring 2009 Dance Concert. Design lighting effects. Help rig all lighting equipment. Interface with Technical Director and Choreographers to be sure design is what is desired. Assist with strike when show closes.</td>
<td>1</td>
<td>03/02/2009</td>
<td>04/12/2009</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Dance</td>
<td><strong>Light Board Operator</strong> – Assist Classified staff. For Spring 2009 Concert: Rig all lighting equipment to accomplish Designer’s plot. Assist with striking equipment when show closes.</td>
<td>1</td>
<td>03/27/2009</td>
<td>04/12/2009</td>
<td>$10.75 – $11.75 hour DOE</td>
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<tr>
<td>Performing Arts Dance</td>
<td><strong>Sound Technician</strong> – Assist Classified staff. For Spring 2009 Dance Concert: Operate sound board during technical rehearsals and performances. Assist with striking equipment when show closes.</td>
<td>1</td>
<td>03/29/2009</td>
<td>04/12/2009</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Dance</td>
<td><strong>Master Electrician</strong> – Assist Classified staff. For Spring 2009 Dance Concert: Interface with Lighting Designer, Choreographers and Technical Director. Rig all lighting equipment to accomplish Designer’s plot. Assist with strike when show closes.</td>
<td>1</td>
<td>03/16/2009</td>
<td>04/12/2009</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Dance</td>
<td><strong>Stage Manager</strong> – Assist Classified Staff. For Spring 2009 Dance Concert. Make sure all dancers and crew are present and in place, call all light and sound cues, and make sure all set pieces and flown objects are properly in place during technical rehearsals and performances. Assist with strike. Interface with choreographers to be sure all technical aspects of each piece are to the choreographer’s satisfaction.</td>
<td>1</td>
<td>03/16/2009</td>
<td>04/12/2009</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Dance</td>
<td><strong>Stage Crew</strong> – Assist Classified Staff. For Spring 2009 Dance Concert. Help set up any set pieces and rig lights. Work rails (flying any necessary scenery) during technical rehearsals and performances. Lay dance floor, tape edges, work curtain, move scenery used during performances. Assist with strike when show closes.</td>
<td>4</td>
<td>03/16/2009</td>
<td>04/12/2009</td>
<td>$10.75 – $11.75 hour DOE</td>
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<tr>
<td>Performing Arts Dance</td>
<td><strong>Costume Designer</strong> – Assist Classified Staff. For Spring 2009 Dance Concert: Design costumes and interface with choreographers to be sure design is what is desired. Assist with strike when show closes.</td>
<td>1</td>
<td>03/02/2009</td>
<td>04/12/2009</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Dance</td>
<td><strong>Follow Spot Operator</strong> – Assist Classified Staff. For Spring 2009 Dance Concert: Operate follow spot during technical rehearsals and performances. Assist with strike when show closes.</td>
<td>2</td>
<td>03/29/2009</td>
<td>04/12/2009</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Dance</td>
<td><strong>Dance Accompanist</strong> – Assist Classified Staff. For Spring 2009 Musical Theatre Dance Cabaret: Accompany students during class/rehearsals and performances.</td>
<td>1</td>
<td>01/20/2009</td>
<td>05/22/2009</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Dance</td>
<td><strong>Afro-Haitian Dance Class Accompanist</strong> – Assist Classified Staff. For Spring 2009 Afro-Haitian Dance class: Accompany students during class, rehearsals and performances.</td>
<td>1</td>
<td>01/20/2009</td>
<td>05/14/2009</td>
<td>$10.75 – $11.75 hour DOE</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Properties Designer</strong> - Assist Classified staff. Design, build, and procure all props for Jackie O and Big Love. Interface with director to determine design concept. Attend production meetings. If necessary, manage distribution of props during performance. Participate in strike when show ends, store props properly.</td>
<td><strong>House Manager</strong> – Assist Classified staff. Buy and set up concessions for Spring 2009 productions. Trouble shoot seating problems, direct ushers, coordinate with Stage Manager to turn house lights on and off at start of performance, intermission, and end of show; be sure doors are appropriately locked. May be required to purchase concessions cookies and supplies. Responsible for proper handling of concession monies.</td>
<td><strong>Light Board Operator</strong> – Assist Classified staff. Operate light board during technical rehearsals and performances of Jackie O and Big Love. Assist with strike at end of show.</td>
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<td></td>
<td>*1 Jackie O</td>
<td>01/05/2009 03/20/2009 $10.75 - $11.75 hour DOE</td>
<td>03/02/2009 05/15/2009</td>
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<tr>
<td></td>
<td>1 Big Love</td>
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<td>1</td>
<td>02/17/2009 05/10/2009 $10.75 - $11.75 hour DOE</td>
<td>04/13/2009 05/10/2009</td>
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</tbody>
</table>
| Performing Arts Theatre | **Lighting Designer** – Assist Classified staff. Design lighting effects for Jackie O and Big Love. Set up lighting plot and help hanging lighting instruments. Participate in strike when show ends. Interface with Director to determine design concept. | *1 Jackie O  
01/05/2009  
03/15/2009  
$10.75 – $11.75 hour DOE |
| --- | --- | --- |
| Performing Arts Theatre | **Master Electrician** – Assist Classified staff. Rig lighting equipment for Jackie O and Big Love. Assist with strike at end of show. | *1 Jackie O  
01/20/2009  
03/15/2009  
$10.75 – $11.75 hour DOE |
| Performing Arts Theatre | **Scenic Painter** – Assist Classified staff. Paint scenery for Jackie O and Big Love. Assist with strike at end of show. | *1 Jackie O  
01/20/2009  
03/15/2009  
$10.75 – $11.75 hour DOE |
| Performing Arts Theatre | **Set Designer** – Assist Classified staff. Design and assist with building of set for Jackie O and Big Love. Interface with director to determine design concept. Assist with strike at end of show. Attend production meetings. | *1 Jackie O  
01/05/2009  
03/15/2009  
$10.75 – $11.75 hour DOE |
| Performing Arts Theatre | **Sound Designer** – Assist Classified staff. Design and record sound effects for Jackie O and Big Love. Interface with director to determine design concept. Attend production meetings. Assist with strike at end of show. | *1 Jackie O  
03/02/2009  
05/15/2009  
$10.75 – $11.75 hour DOE |
| Performing Arts Theatre | **Sound Technician** – Assist Classified staff. Operate sound effects and audio system during technical rehearsals and performances of Jackie O and Big Love. Assist with strike when show ends. | 1 | 02/17/2009 | 03/15/2009 | $10.75 – $11.75 hour DOE |
| Perform Arts Theatre | **Stage Manager** – Assist Classified staff. For Jackie O and Big Love: manage prompt book call all technical cues during rehearsal and performance. Be familiar with all stage blocking; be sure everyone is in place and on time. Coordinate with house manager as to when lights and curtains go for beginning, intermission and end of show. Manage cast and crew during rehearsals and performances. Interface with director to trouble shoot problems. Attend production meetings and keep notes. Deliver production notes after each rehearsal/performance. Help with strike at end of show. | *1 | 01/20/2009 | 03/15/2009 | $10.75 – $11.75 hour DOE |
| Perform Arts Theatre | **Stage Carpenter** – Assist Classified Staff. Help build set for Jackie O and Big Love. Assist with strike at end of show. | *1 | 01/20/2009 | 03/15/2009 | $10.75 – $11.75 hour DOE |
| Perform Arts Theatre | **Costume Cut/Stitcher** Assist Classified staff. Cut/sew/alter costumes for Jackie O and Big Love. Assist with strike and proper storing of costumes at end of show. | *1 | 03/16/2008 | 05/10/2009 | $10.75 – $11.75 hour DOE |
| Performing Arts Theatre | **Stage Crew** –  
Assist Classified staff.  
Help set up and move scenery during technical rehearsals and performances of Jackie O and Big Love. Work 
curtain. Be sure scenery is properly set for next performance. Assist with 
strike and proper storage of scenic pieces when show closes. |  |  |  |  |
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<tbody>
<tr>
<td></td>
<td>4 Jackie O</td>
<td>02/17/2009</td>
<td>03/15/2009</td>
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<tr>
<td></td>
<td>4 Big Love</td>
<td>04/13/2009</td>
<td>05/10/2009</td>
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<td></td>
</tr>
</tbody>
</table>
|                        |  | $10.25 –  
$11.75 hour  
DOE |
| Performing Arts Theatre | **Costume Designer** –  
Assist Classified staff.  
Design Costumes for Jackie O and Big Love.  
Includes designing, building, altering, 
procuring costumes and storing them properly and returning them to 
owner or renter at end of show. Participate in 
strike when show ends. Attend production 
meetings. Must be able to 
properly fit costumes to specific actors. Interface 
with director to 
determine design concept. |  |  |  |  |
|                        | *1 Jackie O | 01/05/2009 | 03/20/2009 |
|                        | 1 Big Love | 03/02/2009 | 05/15/2009 |
|                        |  | $10.75 –  
$11.75 hour  
DOE |
| Performing Arts Theatre | **Wardrobe**  
**Mistress/Master** –  
Assist Classified staff.  
Maintain costumes 
during the run of Jackie O and Big Love.  
Launder, mend as needed, iron, and assist with costume changes.  
Be sure all costumes are accounted for after each performance. Assist with 
make-up and wigs as needed. Assist with strike and proper storage of 
costumes at end of show. |  |  |  |  |
|                        | 1 Jackie O | 02/17/2009 | 03/20/2009 |
|                        | 1 Big Love | 04/13/2009 | 05/15/2009 |
|                        |  | $10.75 –  
$11.75 hour  
DOE |
### Assistant Costume Designer
- Assist Classified Staff. Assist with design of Costumes for Jackie O and Big Love. Includes under the direction of the Costume Designer, building, altering, procuring costumes, storing them properly and returning them to owner or renter at end of show. Participate in strike when show ends. Attend production meetings if necessary. Must be able to fit costumes properly to specific actors. If necessary, interface with Director to be sure design concept is being honored.

<table>
<thead>
<tr>
<th>Performing Arts Theatre</th>
<th>*1 Jackie O</th>
<th>01/05/2009</th>
<th>03/20/2009</th>
<th>$10.75 – $11.75 hour DOE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 Big Love</td>
<td>03/02/2009</td>
<td>05/15/2009</td>
<td></td>
</tr>
</tbody>
</table>

### Stage Manager
- Assist Classified Staff. For Jackie O and Big Love: manage prompt book call all technical cues during rehearsal and performance. Be familiar with all stage blocking; be sure everyone is in place and on time. Coordinate with house manager as to when lights and curtains go for beginning, intermission and end of show. Manage cast and crew during rehearsals and performances. Interface with director to trouble shoot problems. Attend production meetings and keep notes. Deliver production notes after each rehearsal/performance. Help with strike at end of show.

<table>
<thead>
<tr>
<th>Performing Arts Theatre</th>
<th>*1 Jackie O</th>
<th>01/20/2009</th>
<th>03/15/2009</th>
<th>$10.75 – $11.75 hour DOE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 Big Love</td>
<td>03/02/2009</td>
<td>05/10/2009</td>
<td></td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td>*Choreographer—Assist Classified Staff: Choreograph all dance and dance-like sequences of the production of Jackie O. Teach all dance and movement sequences to the actors during allocated rehearsal times. Interface with the Director and Musical Director to assure that the artistic vision of the production is being satisfied.</td>
<td>1</td>
<td>01/05/2009</td>
<td>03/15/2009</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td>*Assistant Stage Manager- Assist Classified Staff. For Jackie O and Big love, assist with managing prompt book, tech. cues during rehearsal and performances; must be familiar with all stage blocking, be sure everyone is in place and on time; under direction of the Stage Manager coordinate with House Manager as to when lights/curtain go for beginning, intermission, and end of show. Under direction of Stage Manager, manage cast/crew during rehearsals and performances. Interface with Director to troubleshoot problems. Participate in Strike when show ends. Attend production meetings and keep notes if necessary. Deliver production notes after each rehearsal/performance if necessary.</td>
<td>2</td>
<td>01/20/2009</td>
<td>03/15/2009</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Dialect Coach</strong> – Assist Classified staff. Coach actors/singers in specific dialects during rehearsals of Jackie O. Assist with strike when show closes.</td>
<td>1</td>
<td>02/23/2007</td>
<td>03/18/2007</td>
</tr>
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</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Multi-Media Designer</strong> - Assist Classified Staff. Design Multi-Media effects for Jackie O. Set up projection and lighting equipment to accomplish desired effects. Participate in strike when show ends. Attend production meetings. Interface with Director and Set Designer to determine design concept.</td>
<td>1</td>
<td>01/05/2009</td>
<td>03/15/2009</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Projectionist</strong> - Assist Classified Staff. Operate projectors for multimedia effects during technical rehearsals and performances of Jackie O. Assist with strike when show closes.</td>
<td>2</td>
<td>02/17/2009</td>
<td>03/15/2009</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Follow Spot Operator</strong> Assist Classified staff. Operate follow spot during technical rehearsals and performances of Jackie O. Assist with strike when show closes.</td>
<td>1</td>
<td>02/17/2009</td>
<td>03/15/2009</td>
</tr>
<tr>
<td>Performing Arts Theatre</td>
<td><strong>Fight Choreographer</strong> – Assist Classified Staff. Choreograph all fight sequences for the production of Big Love, making sure that all safety considerations are satisfied and that while simulating reality, no one will be injured during stage fight activities.</td>
<td>1</td>
<td>03/02/2009</td>
<td>05/11/2009</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Physical Education</td>
<td><strong>Athletic Study Hall Monitor</strong> - Will work under the supervision of the Athletic Academic Study Hall. Will assist students with tutoring, study tables, and other academic needs in coordination with existing Tutoring Center Coordinator. Will provide periodic grade reports to Counselor, student and coach. Will function as the liaison between teachers, athletes, and their Counselors. Other duties as assigned by Athletic Academic Counselor or Athletic director.</td>
<td>1</td>
<td>01/22/2009</td>
<td>06/30/2009</td>
</tr>
<tr>
<td>Workforce Development</td>
<td><strong>Admin. Assistant</strong> – To Assist Classified Staff in Workforce Development Department with career/employer events held on campus. This position will be funded through categorical funding sources.</td>
<td>1</td>
<td>02/01/2009</td>
<td>06/30/2009</td>
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</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 the individuals worked. These hourly employees need to be paid for work that has already been completed.*

January 20, 2009
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

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

Date: January 20, 2009
Item & File No. B.10.F

Reason for Board Consideration: APPROVAL

Enclosure(s):

BACKGROUND:

The accompanying transfer information includes twenty budget transfers in December 2008, totaling $177,640, in Unrestricted Funds.

There were twenty-five transfers in Restricted Funds for $41,234 in December 2008. There were seven budget transfers, into Restricted Reserve Contingency Fund, for $102,237, to align Funding with Adopted Budget.

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>
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<tbody>
<tr>
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<td></td>
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<td>102,237</td>
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</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 December Budget Transfers – FY 2008/09.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
<table>
<thead>
<tr>
<th>BT #</th>
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<th>20000</th>
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<th>TOTAL GENERAL FUND</th>
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<tbody>
<tr>
<td>(209,145.00)</td>
<td>(46,547.00)</td>
<td>(4,425.55)</td>
<td>(7,522.07)</td>
<td>167,965.83</td>
<td>(2,163.21)</td>
<td>102,237.00</td>
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<td>41,233.54</td>
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<table>
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<tr>
<th>Child Care Fund</th>
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<table>
<thead>
<tr>
<th>Measure C</th>
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</tbody>
</table>

**TOTAL ALL FUND** (209,145.00) (46,547.00) (4,425.55) (7,522.07) 167,965.63 (2,163.21) 102,237.00 0.00 270,202.83

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

<table>
<thead>
<tr>
<th>Object Code</th>
<th>4000</th>
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<th>5000</th>
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<th>6000</th>
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<td>* 3036</td>
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<tr>
<td>* 3138</td>
<td>0.00</td>
<td></td>
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</tr>
</tbody>
</table>

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

(199,912.00) 199,912.00
**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 12/02/2008 through 12/16/2008, warrants 80665-81074 were issued in the total amount of $2,718,737.

**RECOMMENDATION:**

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

Administrator Initiating Item  
Albert J. Harrison II, Vice President, College Operations
DATE: January 20, 2009

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 80665-81074 in the amount of $2,718,737 for all funds for the period 12/02/2008 through 12/16/2008 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 $772,735 of the above amount. Expenditure Summary includes payroll through December 31, 2008 and warrants in process through January 09, 2009.

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Encumbered</th>
<th>Expended</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
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<td>Classified Salaries</td>
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<td>Employee Benefits</td>
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<tr>
<td>Books &amp; Supplies</td>
<td>1,439,029</td>
<td>131,202</td>
<td>398,134</td>
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<tr>
<td>Other Operating Expense*</td>
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<td>Capital Outlay</td>
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<td>391,024</td>
<td>1,285,297</td>
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<td>Other Outgo**</td>
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<td>1,828,736</td>
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<td>Total</td>
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<td>1,051,054</td>
<td>25,591,030</td>
<td>30,528,482</td>
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</tbody>
</table>

* Includes utilities, consultants, travel, legal services, maintenance contracts, etc.
** Includes financial aid awards and inter-fund transfers.
** Includes warrants in process through 01/09/2009
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

To:      Board of Trustees
From:    Superintendent/President
Date:    January 20, 2009
Item & File No. B.10.H
Subject: Declaration of Surplus Property – Miscellaneous Equipment
Reason for Board Consideration: Enclosure(s):

APPROVAL

List of Equipment

BACKGROUND:

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

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

RECOMMENDATION:

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

Administrator Initiating Item

Albert J. Harrison II, Vice President of College Operations
# List of Surplus Equipment - January 20, 2009

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<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>
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</thead>
<tbody>
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<td>1</td>
<td>Reader Board Tru Color with Keyboard</td>
<td>34000em007</td>
<td>10-20+ yrs</td>
<td>Outdated / Broken</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>1</td>
<td>Compaq Presario Processor</td>
<td>ASCOM Student</td>
<td>10-20+ yrs</td>
<td>Outdated / Broken</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>2</td>
<td>Dell Optiplex Processors</td>
<td>ASCOM 3</td>
<td>10-20+ yrs</td>
<td>Broken / Obsolete</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>1</td>
<td>Processor</td>
<td>13322</td>
<td>10-20+ yrs</td>
<td>Broken / Obsolete</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>1</td>
<td>Sharp Fax Machine UX 1100</td>
<td>Unk</td>
<td>10-20+ yrs</td>
<td>Broken / Obsolete</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>8</td>
<td>Keyboards</td>
<td>Unk</td>
<td>10-20+ yrs</td>
<td>Broken / Obsolete</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>7</td>
<td>Keytronicis</td>
<td>Unk</td>
<td>10-20+ yrs</td>
<td>Broken / Obsolete</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>1</td>
<td>Acer Keyboard</td>
<td>Unk</td>
<td>10-20+ yrs</td>
<td>Broken / Obsolete</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>1</td>
<td>Epson Scanner 1200u</td>
<td>Unk</td>
<td>10-20+ yrs</td>
<td>Broken / Obsolete</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>1</td>
<td>HP Diskjet Printer</td>
<td>Unk</td>
<td>10-20+ yrs</td>
<td>Broken / Obsolete</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>1</td>
<td>Epson Printer</td>
<td>Unk</td>
<td>10-20+ yrs</td>
<td>Broken / Obsolete</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>1</td>
<td>Fargo ID Card Printer</td>
<td>10808</td>
<td>10-20+ yrs</td>
<td>Broken / Obsolete</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>1</td>
<td>Acer Monitor</td>
<td>Unk</td>
<td>10-20+ yrs</td>
<td>Broken / Obsolete</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>1</td>
<td>Mag Monitor</td>
<td>Unk</td>
<td>10-20+ yrs</td>
<td>Broken / Obsolete</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>2</td>
<td>HP Diskjet Printers 722c</td>
<td>Unk</td>
<td>10-20+ yrs</td>
<td>Broken / Obsolete</td>
<td>Dispose/Recycle</td>
</tr>
<tr>
<td>KTD</td>
<td>SS 241</td>
<td>1</td>
<td>Karaoke Machine</td>
<td>Unk</td>
<td>10-20+ yrs</td>
<td>Broken</td>
<td>Dispose</td>
</tr>
</tbody>
</table>
BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Subject: Various Projects
Construction Contracts

Reason for Board Consideration:

Date: January 20, 2009
Item & File No. B.10.1.18-1(i)

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>Ghilotti Construction Company, Inc.</td>
<td>$743,000</td>
<td>West Campus Bridge Project (301A)</td>
</tr>
<tr>
<td>Fort Bragg Electric, Inc.</td>
<td>$319,670</td>
<td>Health Services Portable Project (850G)</td>
</tr>
<tr>
<td>VKK Signmakers, Inc.</td>
<td>$108,177</td>
<td>Building Signage Phase 1 (812A)</td>
</tr>
</tbody>
</table>

In addition, executed construction service 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>Able Fence Co., Inc.</td>
<td>$14,530</td>
<td>SMCP Incr. No. 1-Site Dev Utilities (305C)</td>
</tr>
<tr>
<td>Floor Tech, Inc.</td>
<td>$2,000</td>
<td>DPS Relocation (850L)</td>
</tr>
<tr>
<td>Ahlborn Fence and Steel, Inc.</td>
<td>$2,834</td>
<td>Transportation Tech Relocation (850H)</td>
</tr>
<tr>
<td>Bay Pacific Pipelines, Inc.</td>
<td>$12,255</td>
<td>West Campus Utilities Extension (407D)</td>
</tr>
<tr>
<td>Bay Pacific Pipelines, Inc.</td>
<td>$6,723</td>
<td>Transportation Tech Relocation (850H) &amp; Shade &amp; Greenhouse Structures (850C)</td>
</tr>
<tr>
<td>Gugel/Today Painting &amp; Decorating</td>
<td>$3,168</td>
<td>Dance Relocation (850N)</td>
</tr>
<tr>
<td>Brumbaugh Enterprises dba Electrix</td>
<td>$3,700</td>
<td>Dance Relocation (850N)</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.

<table>
<thead>
<tr>
<th>Administrator Initiating Item</th>
<th>Administrator Approving Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>V-Anne Chernock</td>
<td>Albert J. Harrison</td>
</tr>
<tr>
<td>Director of Modernization</td>
<td>Vice President, College Operations</td>
</tr>
</tbody>
</table>
CONSENT RATIFICATION

BACKGROUND:

On November 11, 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 amendments are presented herein for ratification:

<table>
<thead>
<tr>
<th>Firm</th>
<th>#</th>
<th>Amount</th>
<th>Project(s)</th>
<th>Service(s)</th>
<th>Total Contract to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kleinfelder, Inc.</td>
<td>4</td>
<td>-$ 10,828 (credit)</td>
<td>Geothermal Fields KTD &amp; IVC (305B &amp; 417B) &amp; SMCP Iner No 1-Site Dev Utilities (305C)</td>
<td>Testing &amp; inspection services</td>
<td>$ 69,923</td>
</tr>
<tr>
<td>Kleinfelder, Inc.</td>
<td>1</td>
<td>$ 0</td>
<td>Diamond PE Center Alterations (308B) &amp; PE Complex PV (308D)</td>
<td>Testing &amp; inspection services (realllocation of funds)</td>
<td>$ 190,000</td>
</tr>
<tr>
<td>GeoTech Utility Locating, LLC</td>
<td>3</td>
<td>$ 585</td>
<td>Dance Relocation (850N)</td>
<td>Underground utility locating</td>
<td>$ 33,135</td>
</tr>
<tr>
<td>Pete Hull Construction Consulting</td>
<td>2</td>
<td>$ 0</td>
<td>Diamond PE Center Alterations (308B) &amp; PE Complex PV (308D)</td>
<td>DSA inspector services (realllocation of funds)</td>
<td>$ 232,000</td>
</tr>
<tr>
<td>Crown Worldwide Moving &amp; Storage, Inc.</td>
<td>3</td>
<td>$ 1,210</td>
<td>Dance Relocation (850N) &amp; Transportation Tech Relocation (850H)</td>
<td>Moving services</td>
<td>$ 15,211</td>
</tr>
<tr>
<td>Kwan Henni Architecture/Planning</td>
<td>2</td>
<td>$ 107,410</td>
<td>Diamond PE Center Alterations (308B)</td>
<td>Architectural design &amp; construction admin fees</td>
<td>$ 2,123,910</td>
</tr>
<tr>
<td>LSA Associates, Inc.</td>
<td>3</td>
<td>$ 9,500</td>
<td>Fine Arts Building (306C)</td>
<td>Testing &amp; inspection services</td>
<td>$ 122,300</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 amendments for a professional services consulting contract as stipulated.

Administrator Initiating Item
V-Anne Chernoek
Director of Modernization

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

To: Board of Trustees
From: Superintendent/President
Date: January 20, 2009
Item & File No. B.10.J

Subject: Second Reading and Approval of Revised Board Policies

Reason for Board Consideration:
Approval

Enclosure(s):
Proposed revised policies

BACKGROUND:

At the December 9, 2008 Board of Trustees meeting, a set of recommended proposals to revise Board Policies in Chapter 3, General Institution and Chapter 6, Business and Fiscal Affairs, was included in the agenda for a first reading.
After review by the Board the following Board Policies are hereby presented for a second reading and Board approval:

- BP 3570 - Environmental Tobacco Smoke Control
- BP 6340 - Contracts
- BP 6500 - Property Management
- BP 6560 - Environmental Responsibility
- BP 6570 - Integrated Pest Management
- BP 6600 - Capital Construction
- BP 6750 - Parking

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve adoption of Board Policies 3570, 6340, 6500, 6560, 6570, 6600, and 6750.

Administrator Initiating Item   Dr. Frances L. White, Superintendent/President
BP 3570  **ENVIRONMENTAL TOBACCO SMOKE CONTROL**

References:
- Government Code Sections 7596, 7597, and 7598;
- Labor Code Section 6404.5

The Board recognizes that smoking presents a health and safety hazard which can have serious consequences. *the relationship between smoking and various health risks, including lung disease, cancer and heart disease. Furthermore, a strong link between environmental tobacco smoke or "secondhand smoke" and health risks has also been demonstrated.*

Therefore, the Board, under the authority of California State law, prohibits smoking by all faculty, staff, students, and visitors at all times; and

- **In all District buildings** of the District. The Board further recognizes that the same health hazards may result from smoking in District vehicles and smoking within twenty (20) feet of a main exit, entrance, or operable window of a public building, and ten (10) feet of buildings in general. This also includes and within ten (10) feet outside any District building, and within twenty-five (25) feet of entries, outdoor air intakes, and operable windows of any District building.

- **In covered areas and courtyards** adjoining buildings, courtyards, the covered areas in the Physical Education complexes, the pool areas and decks, the covered areas and courtyard of the Science Center. Therefore, the Board further prohibits smoking in all District vehicles, within twenty (20) feet of a main exit, entrance, or operable window of a public building, and ten (10) feet of buildings of any District building, covered areas adjoining buildings, courtyards, including but not limited to the covered areas in the Physical Education complexes, the pool areas and decks, and the covered areas and courtyard of the Austin Science Center at Kentfield, and in all deck areas of building clusters on the Indian Valley Campus.

- **In District vehicles**

**Office of Primary Responsibility:** College Operations

**Date Adopted:**
(Replaces current College of Marin Policy 8.0006)

**NOTE:** This policy is legally advised and revises our current policy to meet LEEDS standards. The language in regular text is from current College of Marin Policy 8.0006 titled Smoking in District Facilities adopted on 7-29-81 and revised on 4-8-85, 12-6-88, 1-14-93, 7-29-93, and 12-9-03. The language in underlined italics is recommended by College Operations. Language recommended for deletion is struck through. The Policy and Procedure Task Force approved this policy on October 15, 2008. College Council recommended this Policy go forward 11/6/08.
BP 6340  CONTRACTS

References:

Education Code Sections 81641 et seq.;
Government Code Section 53060;
Public Contract Code Sections 20650 et seq.

The Board of Trustees delegates to the Superintendent/President the authority to enter into contracts for goods (supplies, materials, apparatus, equipment), work to be done, or services to be performed on behalf of the District and to establish administrative procedures for contract awards and management, subject to the following:

- Contracts that exceed the amounts specified in Public Contract Code Section 20651 shall require prior approval by the Board.
- Contracts are not enforceable obligations until they are ratified by the Board.
- When bids are required according to Public Contract Code Section 20651, the Board of Trustees shall award each such contract to the lowest responsible, responsive bidder who meets the specifications published by the District and who shall give such security as the Board requires. The Board may reject all bids.

If the Superintendent/President concludes that the best interests of the District will be served by pre-qualification of bidders in accordance with Public Contract Code Section 20651.5, pre-qualification shall be conducted in accordance with procedures that provide for a uniform system of rating on the basis of a questionnaire and financial statements.

If the best interests of the District will be served by a contract, lease, requisition, or purchase order though any other public corporation or agency in accordance with Public Contract Code Section 20652, the Superintendent/President is authorized to proceed.

- From current College of Marin Policy 6.0013 titled Contracts

(GC-53060, RCC-20654)

The Board shall approve all contracts for services, activities or the receipt of funds, including but not limited to contracts for:

1. Agents-of-the-Board
2. Auxiliary services programs
3. Construction, maintenance and alterations
4. Curriculum and instruction services
5. Full-time personnel
6. Off-campus facilities

1. Auditors
2. Permanent Personnel
3. Investment of idle funds
4. Employee compensation contracts and agreements
5. Non-bid contracts with financial obligations greater than $15,000
6. Off-campus facility lease

To facilitate the smooth and efficient operations of the District, the Board of Trustees authorizes the Superintendent/President or designee, under the following specified conditions, to approve contracts and agreements that do not obligate the District to financial payment prior to presentation to the Board of Trustees. It is authorized to approve contracts or agreements of a non-controversial nature that do not come within one or more of the above six categories.
Under the following specified conditions, the President or designee is authorized to sign as the District’s authorized agent for matters falling within categories one through six above, prior to presentation to the Board of Trustees:

1. Approval of the contract/agreement is required prior to the next scheduled Board meeting to assure no significant loss of one or both of the following:

   (a) educational opportunity
   (b) financial support

2. The subject of the contract/agreement is judged by the President of the Board of Trustees to be of a non-controversial nature.

Prior to signing any contract or agreement, the verbal approval of the Board of Trustees Officers is required. At the next regularly scheduled Board meeting, a copy of the signed agreement/contract shall be presented to the Board of Trustees for information.

Excluded from this policy are purchase orders (see Section 6.0015).

From current College of Marin Policy 6.0018 titled Out-of-Contract Activities

No District contractor shall undertake out-of-contract activities for which it expects reimbursement without the prior approval of the Board of Trustees at a public meeting.

No payments shall be made to a contractor with the District for out-of-contract activities without specific approval of the Board of Trustees at a public meeting.

Office of Primary Responsibility: College Operations

Date Adopted:
(Replaces current College of Marin Policies 6.0013 and 6.0018)

NOTE: The bold regular type signifies legally required language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The wording struck-through is recommended for deletion and is from current College of Marin Policies 6.0013 titled Contracts adopted on 9/30/81 and revised on 3/12/85 and 9/10/85 and 6.0018 titled Out-of-Contract Activities adopted on 6/26/84 and revised on 3/12/85. The information in underlined italics is language added by College Operations. The Policy and Procedure Task Force approved this policy on October 15, 2008. College Council recommended this Policy move forward on 11/6/08.
BP 6500   PROPERTY MANAGEMENT

References:
   Education Code Sections 81300 et seq.

The Superintendent/President is delegated the authority to act as the Board’s negotiator regarding all property management matters that are necessary for the benefit of the District. No transaction regarding the lease, sale, use, or exchange of real property by the District shall be enforceable until acted on by the Board of Trustees itself.

The Superintendent/President shall establish such procedures as may be necessary to assure compliance with all applicable laws relating to the sale, lease, use, or exchange of real property by the District.

Date Adopted:

NOTE: This is a new policy recommended by the Community College League and the League’s legal counsel (Liebert Cassidy Whitmore). The underlined bold type signifies legally required language recommended from the CC League and legal counsel. This policy was reviewed on 3-19-08 by Maintenance and Operations. The Policy and Procedure Task Force reviewed this policy on 9/17/08. The Task Force recommends this policy move forward to College Council. This policy was reviewed by College Council 10/9/08 and is recommended to go forward to the Board. This note will be deleted from the final Policy.
BP 6560  ENVIRONMENTAL RESPONSIBILITY

References:
Title 5 Sections 57050-57055

Fred from current College of Marin Policy 8.0024 titled Environmental and Energy Conservation

The Board recognizes that energy and other resources are finite resources of the nation and should be used prudently responsibly.

The Superintendent/President shall be responsible for establishing—and—implementing—a—District-wide Environmental- and—Energy- Conservation—Program—that ensures the efficient and—essential use of energy and other resources in support of the educational goals and objectives of the District. Environmentally responsible practices shall be considered in at least the following areas:

- Instructional Programs
- Maintenance and Operations
- Transportation Demand Management
- Renewable Energy
- Capital and Scheduled Maintenance Construction Projects

Furthermore, to comply with the U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) rating system, the Superintendent/President shall be responsible for the development and implementation of practices, procedures, and programs that address LEED credit requirements for all projects seeking LEED certification.

Office of Primary Responsibility: College Operations

Date Adopted:
(This is a current College of Marin Policy 8.0024 just re-numbered)

NOTE: The wording in regular text is from current College of Marin Policy 8.0024 titled Environmental and Energy Conservation adopted on 8/5/81 and revised on 4/9/85 and 6/25/91. The information in underlined italics is language added by College Operations. The Policy and Procedure Task Force reviewed this policy on 9/17/08 and recommended it move forward to College Council. College Council reviewed it 10/9/08 and recommended it move forward for adoption. This note will be deleted in the final version.
BP 6570 INTEGRATED PEST MANAGEMENT

References:

From current College of Marin Policy 8.0029 titled Integrated Pest Management Policy

The Marin-Community-College District (MCCD) recognizes that maintenance of a safe, clean and healthful environment for faculty, students and staff is essential to learning. Providing safer alternatives to chemical pesticides reduces exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particle contaminants, while preventing economic and health damage caused by pests. Accordingly, the District will develop and implement a low environmental impact (integrated) pest management procedure that includes preferred pest management products, methods, inspections, monitoring and evaluation. It is the goal of MCCD to provide the safest and lowest-risk approach to control pest problems while protecting faculty, students, staff, the environment, and MCCD property.

MCCD adopts a Least-Toxic Integrated Pest Management (IPM) Policy. Pests and weeds will be controlled to protect the health and safety of faculty, students and staff and to maintain the integrity of college buildings and grounds. It is the policy of MCCD to focus on long-term pest prevention and give non-chemical methods first consideration when selecting appropriate control techniques. The full range of alternatives will be considered, giving preference to non-chemical use, and then chemicals that pose the least possible hazard to people and the environment.

A Least-Toxic Integrated Pest Management (IPM) plan contains the following elements:

A. Monitoring to determine pest population levels and identify decisions and practices that could affect pest populations.

B. Setting of injury and action levels to determine when vegetation or a pest population at a specific site cause(s) unacceptable economic or medical damage wherein corrective action should be taken.

C. Modification of pest habitats to deter pest populations and minimize pest infestations.

D. Consideration of a range of potential treatments for the pest problem, including physical, horticultural and biological methods of pest control, using synthetic chemical controls only as a last resort and only those chemicals that pose the least possible hazard to people and the environment.

Office of Primary Responsibility: College Operations

Date Adopted:
(Replaces current College of Marin Policy 8.0029)

NOTE: The wording in regular text is from current College of Marin Policy 8.0029 titled Integrated Pest Management Policy adopted on 8/28/01. The text in underlined italics is new language added by College Operations. Language recommended for deletion is struck through. The Policy and Procedure Task Force approved this policy on October 15, 2008. This policy was recommended to move forward by College Council 11/6/08.
BP 6600  CAPITAL CONSTRUCTION

References:
  Education Code Sections 81005 and 81820;
  Title 5 Sections 57150 et seq.

The Superintendent/President is responsible for planning and administrative management of the District’s capital outlay and construction program.

The Board of Trustees shall approve and submit to the Board of Governors a five-year Capital Construction Plan as required by law. The Superintendent/President or designee shall annually update the plan and present it to the Board for approval. The plan shall address, but is not limited to, the criteria contained in law.

The Superintendent/President or designee shall monitor the progress of all construction work including inspection of workmanship, completion of work to meet specifications, and the suitability of proposed changes to the scope and original design of the work. The Superintendent/President or designee shall assure compliance with laws related to the use of state funds to acquire and convert existing buildings.

❖ From current College of Marin Policy 8.0002 titled Facilities

Planning for new facility construction and changes in existing facilities is recognized as an important function necessary to assure the preservation and improvement of college-owned resources.

To assure that limited resources are effectively used to maintain and improve facilities to best meet current and anticipated user needs, a procedure for staff and student involvement is to be established through the Governance process.

Date Adopted:
(Replaces current College of Marin Policy 8.0002)

NOTE: The underlined regular text signifies legally required language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The struck through language is recommended for deletion and is from current College of Marin Policy 8.0002 titled Facilities adopted on 1/14/92. The information in underlined italics is language added by Maintenance and Operations/College Operations. The Policy and Procedure Task Force approved this policy on October 15, 2008. College Council recommended this Policy move forward 11/6/08.
BP 6750  PARKING

References:
Education Code Section 76360;
Vehicle Code Section 21113

The Superintendent/President shall establish such administrative procedures regarding vehicles and parking on campus as are necessary for the orderly operation of the instructional program. No person shall drive any vehicle or leave any vehicle unattended on the campus except in accordance with such procedures.

Parking fees may be established in accordance with this Board Policy. (See BP 5030 titled Fees)

Office of Primary Responsibility: College Operations

Date Adopted:
(This is a new policy recommended by the CC League and the League’s legal counsel)

NOTE: The underlined text signifies legally required language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in underlined italics is language added by College Operations. The Policy and Procedure Task Force approved this policy on October 15, 2008. College Council recommended it move forward 11/6/08
BACKGROUND:

This Memorandum of Understanding (MOU) is submitted to the Board for approval. This Memorandum of Understanding has been reviewed and approved by the District’s Legal Counsel at SCLS, Adam Ferber.

This MOU is between the Board of Trustees, College of Marin (COM) and the Sonoma County Junior College District. (“College”). The “MOU” is for the purpose of expanding and strengthening the region’s Multimedia secondary and post-secondary education programs. Included in the work for this initiative, curriculum development will be shared between all of Marin County’s secondary schools who teach multimedia programs. It is expected that this collaborative work will result in increased enrollment in the college’s multimedia program.

The funds provided to College of Marin ($38,579) will pay for COM’s activities in this regional collaboration. The program includes funds for staff development for Marin County Educators to enhance skills in teaching the array of classes in the field of multimedia and engagement of industry leaders to support the educational programs.

An MOU submitted to the Board October 14, 2009 was approved by College of Marin. Prior to final execution, Sections II.4 through II.8.K and the Exhibits were added by SRJC SCLS counsel. These items are consistent with the College of Marin’s planned activities and revenues as reflected in the grant funding for this collaboration. Since the previous item was not fully executed, no previous agreement needs nullification. An addendum is also attached to clarify that no work on this grant will take place prior to signature by both parties on the MOU and the clarification for work to begin after January 30, 2009.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Memorandum of Understanding: Sonoma County Junior College District and Marin Community College District.

Administrator Initiating Item Nanda Schorske, Dean of Workforce Development and College-Community Partnerships
January 20, 2009

Lorraine Wilson, Dean III
Occupational Education & Economic Development
Sonoma County Junior College District
1501 Mendocino Avenue
Santa Rosa, CA 95401

Re: Letter of Clarification to the Memorandum of Understanding regarding the Community Collaborative Partnership in Digital Media/Multimedia, Arts and Entertainment Career Pathway

Dear Dean Wilson:

Please find enclosed two original copies of the Memorandum of Understanding (MOU) between Sonoma County Junior College District and Marin Community College District. We have also included this letter of clarification for signatures as an addendum to this Memorandum of Understanding to clarify the date for commencement of work.

Please have Dr. Agrella sign both copies of this clarification and return to our offices.

Thank you in advance for your attention to this matter.

Sincerely,

Nanda Schorske, Dean
Workforce Development and College-Community Partnerships
Addendum to the Memorandum of Understanding
Sonoma County Junior College District and Marin Community College District Regarding Community Collaborative Partnership in Digital Media/Multimedia, Arts and Entertainment Career Pathway

The Marin Community College District will begin work as specified in this Memorandum of Understanding for the Community Collaborative Partnership in Digital Media/Multimedia, Arts and Entertainment Career Pathway after January 30, 2009.

Dr. Frances L. White  
President & Superintendent  
Marin Community College District  
835 College Avenue  
Kentfield, CA 95401


Dr. Robert F. Agrella  
President & Superintendent  
Sonoma County Junior College District  
1501 Mendocino Avenue  
Santa Rosa, CA 95401
MARIN

MEMORANDUM OF UNDERSTANDING
BETWEEN SONOMA COUNTY JUNIOR COLLEGE DISTRICT AND
MARIN COMMUNITY COLLEGE DISTRICT
REGARDING
COMMUNITY COLLABORATIVE PARTNERSHIP IN DIGITAL
MEDIA/MULTIMEDIA, ARTS AND ENTERTAINMENT CAREER PATHWAY

This Memorandum of Understanding ("MOU") is made on September 1, 2008, between the Sonoma County Junior College District ("COLLEGE") and the Marin Community College District ("COM").

A. RECITALS

WHEREAS, the College has been awarded a grant from the Chancellor’s Office of the California Community Colleges for an 18 month Community Collaborative commencing with fiscal year 2008-2009; and

WHEREAS, COM has the expertise to develop and implement a program designed to provide professional development and industry engagement in the field of digital media, and College desires to contract with COM for that purpose; and

WHEREAS, it is the intent of the parties to work collaboratively on the Program;

THEREFORE, the parties agree as follows:

B. TERMS AND CONDITIONS

1. College’s Responsibilities.

College shall provide a Program Coordinator who shall oversee administration of all Grant components, including but not limited to, the Middle School Career Educational Program ("Program"), and overall compliance with reporting requirements as set forth in the Grant #07-170-015, and further defined by the Chancellor’s Office.

2. COM’s Responsibilities.

I. COM shall provide a CTE Coordinator responsible for:

A. Analyzing industry needs to include work with industry professionals;

B. Engaging industry leaders as partners in the Marin County Digital Media/Multimedia (DM/MM) Advisory Group to seek additional support for on-going programs;

C. Working with the Marin County Advisory Group, COM Instructors, Economic Workforce Development (EWD) initiative directors and business leaders to promote local programs;
D. Coordinating educator externships with local and regional businesses for professional development of
   a. Selected faculty (secondary & post-secondary)
   b. Counselors
   c. Career Technicians;

E. Professional development for educators in CTE standards and DM/MM industry training
   a. Industry showcase events
   b. Center for New Media training
   c. Job shadowing, business tours;

F. Enhancing collaboration among stakeholders by educator access to business meetings and industry training;

G. Collecting and timely submission of required reporting data in the form and format required by the Chancellor’s Office to the Project Manager.

II. Services subcontracted to the Marin County Office of Education:

COM shall provide funding to MCOE ROP in the following areas:

A. Coordinate instructor externships with CTE Director for professional development of selected ROP instructors;
B. Assist in coordinating joint meetings with COM and ROP instructors for the purpose of professional development
C. Participation in the Regional Steering Council;
D. Meet regularly with the COM CTE Director to review progress toward fulfilling program objectives;
E. Submit quarterly updates and reports to COM CTE Director on the following dates: October 10, 2008; January 9, 2009; April 10, 2009; July 7, 2009; October 9, 2009; January 10, 2010.

3. Term. This MOU shall become effective upon execution by the duly authorized representatives of each party, and the term of the MOU shall be from July 1, 2008 through December 31, 2009, unless terminated earlier as permitted below.

4. Compensation

COM shall submit to College for payment of expenses authorized in the budget detail sheet (attached hereto as Exhibit A) invoices and supporting documents (“Payment Documentation”), which comply with the State Chancellor’s Office’s expense verification requirements under the grant. Any requested changes to the budget shall be submitted to College’s Project Manager for prior written approval. College shall pay COM up to $38,579 for authorized services and expenses pursuant to this MOU. College shall disburse payments quarterly, within forty-five (45) days after College’s receipt of Payment Documentation.
For auditing purposes College and COM shall retain Payment Documentation for a period of 7 years after termination of this MOU.

Included within the total compensation to COM is a subcontract to MCOE for $15,000. Any changes to the budget shall be submitted to the COLLEGE'S Project Manager for approval. Payments shall be disbursed quarterly by the COLLEGE, within forty-five (45) days following receipt of quarterly invoices submitted by COM.

5. Subcontracts. Prior to entering into any subcontracts, except those referenced in this document, e.g., for teacher training, COM shall submit the proposed subcontract to the Project Manager for prior written approval.

6. Reporting. College shall provide reports as required by the Chancellor’s Office, on Chancellor’s Office form(s) (attached hereto as Exhibit B), regarding the expenditures of the grant funds for the Program. COM shall submit quarterly activity reports and year-to-date expenditure reports to the Project Manager no later than two weeks prior to the time such reports are due to the Chancellor’s Office, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Due To Project Manager</th>
<th>Report Due To Chancellor’s Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 17, 2008</td>
<td>October 31, 2008</td>
</tr>
<tr>
<td>January 16, 2009</td>
<td>January 31, 2009</td>
</tr>
<tr>
<td>April 17, 2009</td>
<td>April 30, 2009</td>
</tr>
<tr>
<td>July 17, 2009</td>
<td>July 31, 2009</td>
</tr>
<tr>
<td>October 16, 2009</td>
<td>October, 31, 2009</td>
</tr>
<tr>
<td>January 17, 2010</td>
<td>January 31, 2010</td>
</tr>
</tbody>
</table>

Additionally, by January 31, 2010, for inclusion in the final report, COM shall provide to College’s Project Manager financial and other data for the Program in accordance with the Chancellor’s Office’s final reporting requirements. College and COM acknowledge that the State Chancellor’s Office has not yet specified the details of the final reporting requirements under the grant or provided forms for such reports. College shall promptly notify COM of any grant-related reporting specifications or forms issued by the State Chancellor’s Office.

7. Termination. Either party may terminate this MOU by providing ninety (90) days written notice to the other party. If the MOU is terminated early pursuant to this provision, the College’s duty to pay COM for services already provided and for contractual obligations incurred prior to notice of termination, e.g., for subcontractors or suppliers, shall survive the termination, unless waived in writing by COM. Similarly, COM’s obligation to provide services or supplies for which the College has paid prior to notice of termination shall survive the early termination unless waived in writing by the College.

8. GENERAL PROVISIONS

A. Notice. All notices, requests, demands, amendments, modifications, bills, or payments under this MOU shall be in writing. Notice shall be sufficient for all such purposes if personally delivered or sent by first class, registered or certified mail; or sent by facsimile
transmission with written confirmation of receipt by recipient. Notice is effective upon personal delivery, two days after deposit in mail, or upon confirmed receipt by recipient.

COM:  
Marin Community College District  
1800 Ignacio Blvd.  
Novato, CA 94949  
(415) 883-2211 Ext. 8108  
Attn: Laurie Loffler,  
Project Coordinator

COLLEGE:  
Santa Rosa Junior College District  
1501 Mendocino Avenue  
Santa Rosa, CA 95401  
(707) 522-2782  
Attn: Debra Sands-Miller  
Project Manager

B. Assignment and Successors. Neither party may transfer or assign its rights or obligations under this MOU, in part or in whole, without the other party’s prior written consent. This MOU is binding on the heirs, successors, and permitted assigns of the parties hereto.

C. Third Party Beneficiaries. There are no intended third party beneficiaries to this MOU.

D. Nondiscrimination. Contractor shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this MOU are incorporated by this reference.

E. Choice of Law and Venue. This MOU shall be governed by California law, and venue shall be in the County of Sonoma, California, and no other place.

F. Severability. If any provision of this MOU is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the MOU shall remain in full force and effect.

G. Amendment. No supplement, amendment, or modification of this MOU shall be binding unless it is in a writing duly authorized and signed by the parties to this MOU.

H. Provisions Deemed Inserted. Every provision of law required to be inserted in this MOU shall be deemed to be inserted, and this MOU shall be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this MOU shall be amended to make the insertion or correction.

I. Entire Agreement. This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this MOU and supersedes all prior written or oral understandings or agreements of the parties.

J. Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver
of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

K. **Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability (“Force Majeure Event”), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

L. **Headings.** The headings in this MOU are included for convenience only and shall neither affect the construction or interpretation of any provision in this MOU nor affect any of the rights or obligations of the parties to this MOU.

M. **Execution in Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

N. **Authorization.** Each individual executing this MOU, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the entity which he/she represents.

O. **Mutual Indemnification.** Each party (individually herein as “Indemnifying Party”) shall indemnify, defend, and hold harmless to the full extent permitted by law, the other party, its governing body, officers, agents, employees, and volunteers (collectively, “Indemnified Party”) from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Indemnifying Party’s performance or failure to comply with any of its obligations under this MOU, except such Liability caused by or arising from the sole negligence or willful misconduct of the Indemnified Party.

P. **Dispute Resolution.** The parties agree to make a good faith effort to resolve any dispute arising from or relating to this MOU through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

Q. **Joint Representation.** Each party to this MOU has received a full written disclosure and understands that School and College Legal Services of California (“SCLS”) provides legal services to each of the parties. Each party agrees that following such disclosure it consented in writing to joint legal representation by SCLS for the limited purpose of drafting this MOU.
IN WITNESS WHEREOF, the parties agree to the foregoing:

MARIN COMMUNITY COLLEGE DISTRICT:

Date: ________________________________
Dr. Frances L. White, President & Superintendent

SANTA ROSA JUNIOR COLLEGE DISTRICT:

Date: 11/27/08
Dr. Robert F. Agrella, President & Superintendent
EXHIBIT A
Budget Detail Sheet

District: Sonoma County Junior College  Sub-Contractor: COM/MCOE
College: Santa Rosa Junior College
RFA Specifications No.: 070170a

<table>
<thead>
<tr>
<th>Classification</th>
<th>Amount</th>
<th>Expended to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CoM Coordinator</td>
<td>$19,000</td>
<td></td>
</tr>
<tr>
<td>Coordinator Benefits</td>
<td>3,900</td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>179</td>
<td></td>
</tr>
<tr>
<td>Mileage</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>Stipends for Externships (subcontract to Marin County Office of Education)</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$38,579</strong></td>
<td></td>
</tr>
</tbody>
</table>

*Total Amount Received to Date*

Program Year: 2008-2009 & 2009-2010

All program funds must be spent or encumbered by December 31, 2009
EXHIBIT B

CTE Collaborative of the North Bay
Quarterly Reporting Requirements

In preparation for our quarterly reports to the State, we will need information from sub grantees according to the three components summarized below:

Component 1: Financial

For the financial portion of this report, we will need the attached form filled out with your expenses incurred during the 1st quarter for this grant.

You will also need to complete an invoice for your reimbursement. As documentation, we will require at minimum a general ledger report as backup. Additional documentation may also be required (such as payroll reports, timesheets, etc.) Our accounting department is currently consulting with our auditors, and we will inform you as soon as possible once the requirements have been further established. In the meantime you may send the general ledger and receipts along with your invoice.

Component 2: Narrative

Following are the four questions required by the State regarding program progress. (There may be questions that do not relate to your situation. In that case, enter "Not Applicable.")

I. Summary of activities conducted during the quarter (Limited to 16 lines or 1400 characters):

II. Reasons for lack of progress towards attainment of program improvements (Limited to 16 lines or 1400 characters):

III. Reasons for expenditures falling below guideline (limited to 16 lines or 1400 characters):

IV. Provide an explanation for major budget changes. (Limited to 16 lines or 1400 characters):

1 If quarterly expenditures are less than 20% of the total allocation expended, this explanation must be completed.
Component 3: Work Plan Review

Please review your work plans related to your area of responsibility and make notations in the Status Column to the far right. Please report your progress by inserting the following codes:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IP</td>
<td>In Progress</td>
</tr>
<tr>
<td>C</td>
<td>Completed</td>
</tr>
<tr>
<td>Blank</td>
<td>Activity has not been started</td>
</tr>
<tr>
<td>NA</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

Your work plan updated by inserting the appropriate codes will satisfy the requirement for this component.

All reporting is to be submitted electronically by 5:00 PM on Monday, October 27 to Debra Sands-Miller at dsands-miller@santarosa.edu. Thank you for the time and effort you put into collecting this information and providing it for these reports.

If you have any questions, please contact:
Debra Sands-Miller  
CTE Community Collaborative Project  
Santa Rosa Junior College  
(707)522-2782  
dsands-miller@santarosa.edu
CTE-COMMUNITY COLLABORATIVE (170)
YEAR-TO-DATE EXPENDITURES AND PROGRESS REPORT
EXHIBIT B - (CONT'D)

(268) Sonoma

Grant Agreement No: 015 Grant $469,700

### PLEASE REPORT CUMULATIVE EXPENSES FOR ALL COMPLETED QUARTERS

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 Instructional Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 Noninstructional Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000 Employee Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 Supplies and Materials</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5000 Other Operating Exp. &amp; Svs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6000 Capital Outlay</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7000 Other Outgo</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Expenditures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Indirect Expenditures*</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Total Expenditures</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Indirect Expenditures are limited to 4% of the total direct expenditures.

### Progress Report (Check one and complete sections A-D)

- [ ] All activities conducted as planned.
- [x] All activities not being conducted as planned.

#### A. Summary of activities conducted during the quarter (Limited to 600 characters)

#### B. Reasons for lack of progress towards attainment of program improvements (Limited to 600 characters)

#### C. Issues or expenditures falling below guidelines (Limited to 600 characters)

#### D. Provide an explanation for major budget changes (Limited to 6000 characters)
BACKGROUND:

The Marin Community College District Board of Trustees establishes the non-resident tuition fee annually as required by the Education Code. The recommended changes for the 2009/10 Academic Year are as follows:

US Citizen Tuition from $183 to $190 per unit
Non-US Citizen from $191 to $197 per unit

It is recommended that the US Citizen fee be increased this year to equal the statewide average per unit of non-resident cost. Under the allowable calculation, the District is authorized to charge up to $349 per unit.

It is recommended that the non-US Citizen fee be increased, as allowed, based on a calculation using our 2007/08 capital outlay expenditures.

The District wishes to use the lower statewide average for the benefit of our students.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve increasing the Non-Resident student tuition fee to $190 per unit for US Citizens and $197 per unit for Non-US Citizens for the 2009/10 Academic Year.
**MARIN COMMUNITY COLLEGE DISTRICT**  
Kentfield, CA 94904

**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>January 20, 2009</td>
</tr>
<tr>
<td>Subject:</td>
<td>Resolution Authorizing Issuance of Election of 2004 General Obligation Bonds, Series B</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td></td>
<td>Financing Schedule / Resolution</td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND:**

Based on our projected cash flow needs for the Measure C Capital Program, the college needs to sell the second series of General Obligation Bonds. The attached resolution authorizes the issuance of $75 million of Series B General Obligation Bonds.

Based on action taken by the Marin County Board of Supervisors, and unlike the previous sale, the District will issue the bonds in its own name and no action of the County Board of Supervisors is required. The resolution permits both a competitive sale and a negotiated sale, which will allow the District and our Financial Advisors (PFM) the necessary options in selling the bonds into a difficult market.

All acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issue of general obligation bonds of the District. The indebtedness of the District, including the proposed issue of bonds, is within all limits prescribed by law.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the Resolution Authorizing the Issuance of Election of 2004 General Obligation Bonds, Series B.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
RESOLUTION NO. 1/20/09 B.11.C

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE MARIN COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF ELECTION OF 2004 GENERAL OBLIGATION BONDS, SERIES B

WHEREAS, a duly called election was held in the Marin Community College District (the "District"), Marin County, State of California, on November 2, 2004 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of $249,500,000 payable from the levy of an ad valorem tax against the taxable property in the District;

WHEREAS, On April 28, 2005, the District issued the first series of such bonds in the aggregate principal amount of $75,000,000 and styled as "Marin Community College District (Marin County, California) Election of 2004 General Obligation Bonds, Series A";

WHEREAS, at this time this Board of Trustees (the "Board") has determined that it is necessary and desirable to request the issuance of a second series of such bonds in an aggregate principal amount not to exceed $75,000,000 to be styled as "Marin Community College District (Marin County, California) Election of 2004 General Obligation Bonds, Series B" (the "Bonds");

WHEREAS, the District shall issue the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act");

WHEREAS, the Board of Supervisors of Marin County (the "County") has provided by resolution pursuant to Education Code Section 15140(b) that the District may sell the Bonds on its own behalf;

WHEREAS, the District has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MARIN COMMUNITY COLLEGE DISTRICT AS FOLLOWS:

SECTION 1. Purpose. To raise money for the purposes authorized by the voters of the District at the Election and to pay all necessary legal, financial, engineering and contingent costs in connection with the issuance of the Bonds, this Board hereby authorizes the issuance of the Bonds and orders such Bonds sold at either a competitive sale or at a negotiated sale, such that the Bonds shall be dated as of a date to be determined by the Board, shall have a true interest cost not to exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds, shall mature on the dates and in the amounts set forth in the Official Statement (defined
herein), not-to-exceed forty years from the date of delivery of the Bonds, and shall be in an aggregate principal amount not-to-exceed $75,000,000, for some or all of the purposes authorized at the Election (the “Projects”).

SECTION 2. Bond Registrar. This Board does hereby appoint U.S. Bank National Association, as authenticating agent, bond registrar, transfer agent and paying agent (collectively, the “Bond Registrar”) for the Bonds on behalf of the District.

SECTION 3. Approval of the Purchase Contract; Notice of Sale. In the event the Bonds are sold at a negotiated sale, the form of the Purchase Contract (the “Purchase Contract”) by and between the District and the Underwriter to the Bonds (the “Underwriter”) named therein, for the purchase and sale of the Bonds, substantially in the form on file with the Secretary to the Board, is hereby approved and the Superintendent/President of the District (the “Superintendent”), the Vice President, College Operations (the “Vice President”), or a designated deputy thereof (collectively the “Authorized Officers”), each alone, is hereby authorized and requested to acknowledge the execution of such Purchase Contract, if necessary; provided, however, that the maximum true interest cost on the Bonds shall not exceed the maximum rate authorized at the Election and the Underwriter’s discount shall not exceed 1.1% of the principal amount of Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to $75,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied. The Bonds shall be issued in accordance with the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (“Government Code”).

If the Bonds are sold at a competitive sale, such sale shall be undertaken pursuant to the Notice Inviting Proposals for the Purchase of Bonds, set forth in Exhibits A, B and C hereto. The Authorized Officers are hereby authorized to execute the Notice of Intention to Sell Bonds attached hereto as Exhibit C (the “Notice of Intention”) and to cause the Notice of Intention to be published once at least five (5) days prior to the date set to receive bids in The Bond Buyer.

The terms and conditions of the offering and the sale of the Bonds shall be as specified in the Notice Inviting Bids. The Board shall award the sale of the Bonds by acceptance of the bids with the lowest true interest cost with respect to the Bonds, so long as the principal amount of the Bonds does not exceed $75,000,000, and the true interest cost does not exceed the maximum rate authorized at the Election.

Public Financial Management, Inc., the financial advisor to the District (the “Financial Advisor”), is hereby authorized and directed to cause to be furnished to prospective bidders a reasonable number of copies of the Notice Inviting Bids (including the Bid Form) and a reasonable number of copies of the Official Statement.

The Board hereby approves the method of sale which would most likely contribute to the District’s goal of achieving the lowest overall cost of funds. The Board estimates that the costs associated with the issuance of the Bonds and any such costs which the successful bidder or bidders agrees to pay pursuant to the Notice Inviting Bids, will equal approximately 3.0% of the principal amount of the Bonds.

The Financial Advisor and/or Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California (“Bond Counsel”), are hereby authorized and directed to open the bids at
the time and place specified in the Notice Inviting Bids and to present the same to the Authorized Officers. The Financial Advisor and/or Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to the Notice Inviting Bids; to cause said bids to be examined for compliance with the Notice Inviting Bids; and to cause computations to be made as to which bidder has bid the lowest true interest cost with respect to the Bonds, as provided in the Notice Inviting Bids, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Bonds and the proceedings for the issuance thereof.

SECTION 4. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract or the Official Statement):

(a) "Accreted Interest" means, with respect to the Capital Appreciation Bonds, the Accreted Value thereof as of the date of calculation minus the Denominational Amount thereof.

(b) "Accretion Rate" means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Denominational Amount of any Capital Appreciation Bond and compounded semiannually on each February 1 and August 1 (commencing August 1, 2009), produces the Accreted Value on the maturity date.

(c) "Accreted Value" means with respect to the Capital Appreciation Bonds, as of the date of calculation, the Denominational Amount thereof, plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1 (commencing on August 1, 2009 (unless otherwise provided in the Purchase Contract)) with respect to the Capital Appreciation Bonds which mature on August 1 of a given year at the stated Accretion Rate to maturity thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.

(d) "Bond Insurer" means any insurance company which issues a municipal bond insurance policy insuring the payment of Denominational Amount and Accreted Interest of and interest on the Bonds.

(e) "Bond Payment Date" means (unless otherwise provided for in the Purchase Contract or the Official Statement), with respect to the Current Interest Bonds, February 1 and August 1 of each year commencing August 1, 2009 with respect to interest on the Current Interest Bonds and August 1 of each year commencing August 1, 2010 with respect to the principal payments on the Current Interest Bonds, and, with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.

(f) "Bond Registrar" means U.S. Bank National Association, or any other such bond registrar designated in the Purchase Contract or the Official Statement.

(g) "Capital Appreciation Bonds" means the Bonds the interest component of which is compounded semiannually on each February 1 and August 1 (commencing on August 1, 2009 (unless otherwise provided in the Purchase Contract)) to maturity as shown in the table of Accreted Value for such Bonds in the Official Statement.

(h) "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
(i) “Current Interest Bonds” means the Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(j) “Denominational Amount” means, with respect to the Capital Appreciation Bonds, the initial principal amount thereof.

(k) “Depository” means the securities depository acting as Depository pursuant to Section 5(c) hereof.

(l) “DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the Bonds.

(m) “Information Services” means Financial Information, Inc.’s “Daily Called Bond Service”; Mergent Inc.’s Called Bond Department; or Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service.

(n) “Maturity Value” means the Accreted Value of any Capital Appreciation Bond on its maturity date.

(o) “Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 5(c) hereof.

(p) “Official Statement” means the Official Statement for the Bonds, as described in Section 16 hereof.

(q) “Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(r) “Principal” or “Principal Amount” means, with respect to any Current Interest Bond, the principal or principal amount thereof and, with respect to any Capital Appreciation Bond, the Denominational Amount.

(s) “Projects” shall have the meaning given to that term in Section 1 of this Resolution.

(t) “Projects Costs” means all of the expenses of and incidental to the construction and/or acquisition of the Projects, including Costs of Issuance.

(u) “Record Date” means the close of business on the 15th day of the month preceding each Bond Payment Date.

(v) “Securities Depository” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

(w) “Term Bonds” means those Bonds for which mandatory redemption dates have been established in the Purchase Contract or the Official Statement.

(x) “Transfer Amount” means, with respect to any Outstanding Current Interest Bond, the Principal Amount and, with respect to any Capital Appreciation Bond, the Maturity Value.
SECTION 5. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates. The Bonds shall be issued as any combination of Current Interest Bonds and Capital Appreciation Bonds registered as to both principal and interest, in the denominations of, with respect to the Current Interest Bonds, $5,000 Denominational Amount or any integral multiple thereof (except for one odd denomination if necessary), and with respect to the Capital Appreciation Bonds, $5,000 Maturity Value, or any integral multiple thereof (except for one odd denomination if necessary). The Bonds will be initially registered to “Cede & Co.,” the nominee of the Depository Trust Company, New York, New York.

Each Capital Appreciation Bond shall be dated, and shall accrete interest from, its date of initial issuance. Capital Appreciation Bonds will not bear interest on a current basis.

Each Current Interest Bond shall be dated the date of delivery or such date as shall appear in the Purchase Contract or the Official Statement (the “Dated Date”), and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2009, in which event it shall bear interest from Dated Date.

The Bonds shall bear or accrete interest at a rate or rates such that the interest rates or true interest cost shall not exceed the maximum limit permitted by law. Interest shall be payable on the respective Bond Payment Dates. Interest on the Current Interest Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

The Capital Appreciation Bonds shall mature in the years and shall be issued in the aggregate Denominational Amount, with Maturity Values as set forth in the Purchase Contract and shall have Accretion Rates and shall have Denominational Amounts per each five thousand dollars ($5,000) in Maturity Value as shown in the Accreted Value Table attached to the Official Statement; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value calculated by the District and approved by the Bond Insurer by application of the definition of Accreted Value set forth in Section 5 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional redemption prior to their stated maturity dates as provided in the Purchase Contract or the Official Statement.

(ii) Mandatory Redemption. Unless otherwise provided in the Purchase Contract or the Official Statement, the Term Bonds are subject to mandatory redemption from moneys in the Debt Service Fund established in Section 11 hereof prior to their stated maturity dates, without premium, on each August 1, in the Principal Amounts as set forth in the Purchase Contract or the Official Statement.

(iii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Outstanding Bonds and less than all Bonds are to
be redeemed, the Bond Registrar identified below, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Bond Registrar shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Bond Registrar shall determine; provided, however, that the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of $5,000 or any integral multiple thereof and the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per $5,000 Maturity Value thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 5(b)(i) hereof, the Bond Registrar, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Bond Registrar; the redemption price; the CUSIP numbers (if any) assigned to the Bonds to be redeemed; the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed; and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed, at the redemption price thereof, together with the interest accrued or accreted to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Bond Registrar shall take the following actions with respect to such Redemption Notice:

(A) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(B) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Security Depository.

(C) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

Neither failure to receive or failure to publish any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Bond Registrar for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.
(v) **Partial Redemption of Bonds.** Upon the surrender of any Bond redeemed in part only, the Bond Registrar shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) **Effect of Notice of Redemption.** Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District’s Debt Service Fund, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 5(b)(i) hereof, together with interest accrued to such redemption date, shall be held by the Bond Registrar so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of the Bond Registrar for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 5 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Bond Registrar.

(vii) **Bonds No Longer Outstanding.** When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Bond Registrar, in form satisfactory to it, and sufficient moneys shall be held by the Bond Registrar irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, in the case of Current Interest Bonds, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Bond Registrar for cancellation.

(viii) **Conditional Notice of Redemption.** With respect to any notice of optional redemption of Bonds, unless upon the giving of such notice, such Bonds shall be deemed to have been paid within the meaning of Section 5(vii) hereof or unless the Bond Registrar holds cash or Government Obligations sufficient to pay the principal, premium, if any, and interest on the Bonds to be redeemed, such notice may state that such redemption shall be conditional upon the receipt by the Bond Registrar on or prior to the date fixed for such redemption of moneys sufficient to pay the principal, premium, if any, and interest on such Bonds and that if such moneys shall not have been so received said notice shall be of no force and effect and the Bond Registrar shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Bond Registrar shall be within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.
(c) **Book-Entry System.**

(i) **Definitions.** As used in this Section, the terms set forth below shall have the meanings ascribed to them:

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(ii) **Election of Book-Entry System.** The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination (except for any odd denomination Bond). The ownership of each such Bond shall be registered in the Bond Register (as defined below) in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 5(c)(ii)(4).

With respect to book-entry Bonds, the District and the Bond Registrar shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds; (ii) the delivery to any Participant or any other person, other than an owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part; or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Accreted Value, Principal, premium, if any, or interest on the book-entry Bonds. The District and the Bond Registrar may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute owner of such book-entry Bond for the purpose of payment of Accreted Value, or Principal of and premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all Accreted Value or Principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of Accreted Value or Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Accreted Value or Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the owner and the Bond Registrar, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.
1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Bond Registrar shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Bond Registrar any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the owners, as shown on the Bond Register. By executing a Letter of Representations, the Bond Registrar shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Bond Registrar shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 5(c).

3. Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or the Bond Registrar with respect to Accreted Value or Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Bond Registrar notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 5(c)(ii)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;
(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 5(c)(ii)(4)(A)(1) or (2), upon receipt of all outstanding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 5(c)(ii)(4)(A)(3), upon receipt of all outstanding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Bond Registrar shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Maturity Value or Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Maturity Value or Principal, in form acceptable to the Bond Registrar, all in accordance with the Letter of Representations. The Bond Registrar shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

(D) The District and the Bond Registrar shall be entitled to treat the person in whose name any Bond is registered as the owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Bond Registrar or the District; and the District and the Bond Registrar shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Bond Registrar shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Bond Registrar may rely conclusively on its records as to the identity of the owners of the Bonds.
SECTION 6. Execution of the Bonds. The Bonds shall be signed by the President of the Board or other member of the Board authorized to do so by resolution of the Board, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of the Board or Secretary to the Board, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 7. Bond Registrar; Transfer and Exchange. This Board does hereby appoint U.S. Bank National Association to act as the Bond Registrar for the Bonds.

So long as any of the Bonds remains outstanding, the District will cause the Bond Registrar to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 8 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal or Accreted Value of and premium, if any, and interest on any Bond shall be made only to or upon the order of that person; neither the District nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District’s liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Bond Registrar, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Bond Registrar together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer, the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Bond Registrar shall thereupon authenticate and deliver, a new Bond of like series, tenor and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Bond Registrar of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Bond Registrar and, if such evidence be satisfactory to the Bond Registrar and indemnity for the Bond Registrar and the District satisfactory to the Bond Registrar shall be given by the owner, the District, at the expense of the Bond owner, shall execute, and the Bond Registrar shall thereupon authenticate and deliver, a new Bond of like Series and tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Bond Registrar may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Bond Registrar and the District). The Bond Registrar
may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Bond Registrar.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Bond Registrar for payment, retirement, exchange, replacement or transfer shall be cancelled by the Bond Registrar. The District may at any time deliver to the Bond Registrar for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Bond Registrar. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Bond Registrar on or before February 1 and August 1 of each year. The cancelled Bonds shall be retained for six years, then returned to the District or destroyed by the Bond Registrar as directed by the District.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 8. Payment. Payment of interest on any Current Interest Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Bond Registrar as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Bond Registrar for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount of $1,000,000 or more may request in writing to the Bond Registrar that such Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date. The principal, and redemption price, if any, payable on the Current Interest Bonds and the Accreted Value and redemption price, if any, on the Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Bond Registrar. The interest, Accreted Value, Principal and premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. The Bond Registrar is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District.

SECTION 9. Form of the Bonds. The Bonds shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Official Statement.
(Form of Current Interest Bond)

REGISTERED NO. ____________________

MARIN COMMUNITY COLLEGE DISTRICT
MARIN COUNTY, CALIFORNIA
ELECTION OF 2004 GENERAL OBLIGATION BOND, SERIES B

INTEREST RATE: ____________________ MATURITY DATE: August 1, 20__

___% per annum DATED AS OF: Date of Delivery

CUSIP ____________________

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Marin Community College District (the "District") in Marin County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2009. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2009, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the principal office of the Bond Registrar. Interest is payable by check or draft mailed by the Bond Registrar on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.

This bond is one of an authorization of $_______ of bonds approved to raise money for the purposes authorized by the voters of the District at the Election, defined below, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the voters of the District cast at an election held on November 2, 2004, upon the question of issuing bonds in the amount of $249,500,000 and the resolution of the Board of Trustees of the District adopted on January 20, 2009 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government...
Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

The bonds of this issue comprise $__________ principal amount of Current Interest Bonds, of which this bond is a part (a "Current Interest Bond") and Capital Appreciation Bonds of which $__________ represents the Denominational Amount and $__________ represents the Maturity Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Bond Registrar in San Francisco, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20__, are subject to redemption on or after August 1, 20__ at the option of the District, as a whole on any date, or in part, on any Bond Payment Date at the following Redemption Prices (expressed as percentages of the Principal Amount of the Current Interest Bonds to be redeemed) plus interest accrued thereon to the dates fixed for redemption:

<table>
<thead>
<tr>
<th>Redemption Dates</th>
<th>Redemption Prices</th>
</tr>
</thead>
</table>

14

DOCSSF/70614v3/024651-0002
The Current Interest Bonds maturing on August 1, 20__ are subject to mandatory redemption from moneys in the Debt Service Fund prior to their stated maturity date, at the Principal Amount thereof without premium on each August 1, on and after August 1, 20__, in the Principal Amounts as set forth in the following table:

<table>
<thead>
<tr>
<th>Redemption Dates</th>
<th>Principal Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of the bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.
IN WITNESS WHEREOF, the Marin Community College District, Marin County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees of the District, all as of the date stated above.

BOARD OF TRUSTEES OF THE MARIN COMMUNITY COLLEGE DISTRICT

By: ___________ (Facsimile Signature)  
President of the Board of Trustees

COUNTERSIGNED:

_________________________ (Facsimile Signature)  
Secretary to the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on ____________, 2009.

U.S. BANK NATIONAL ASSOCIATION

_________________________  
Authorized Officer
ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): __________________________ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: ______________________________

Signature Guaranteed:

__________________________________

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: __________________________

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary to the Board of Trustees
(Form of Capital Appreciation Bond)

REGISTERED NO. $ 

MARIN COMMUNITY COLLEGE DISTRICT 
(MARIN COUNTY, CALIFORNIA) 
ELECTION OF 2004 GENERAL OBLIGATION BONDS, SERIES B 

ACCRETION RATE: MATURITY DATE: DATED AS OF: CUSIP 
August 1, _____ Date of Delivery 

REGISTERED OWNER: CEDE & CO. 

DENOMINATIONAL AMOUNT: 

MATURITY VALUE: 

The Marin Community College District (the "District") in Marin County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value comprising the Denominational Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing August 1, 2009, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially U.S. Bank National Association. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Bond Registrar.

This bond is one of an authorization of bonds approved to raise money for the purpose authorized by voters of the District at the Election to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the voters of the District cast at an election held on November 2, 2004, upon the question of issuing bonds in the amount of $249,500,000 and the resolution of the Board of Trustees of the District adopted on January 20, 2009 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252. The bonds of this issue are general obligations of the District payable solely from ad valorem taxes.
The bonds of this issue comprise $________ principal amount of Current Interest Bonds (each a “Current Interest Bond”) and Capital Appreciation Bonds, of which this bond is a part, in the Denominational Amount of $________ and the Maturity Value of $________.

This bond is not subject to optional redemption prior to maturity.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar in San Francisco, California, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on August 1, 20___ are subject to mandatory redemption from moneys in the Debt Service Fund prior to their stated maturity date, at the Accreted Value thereof without premium on each August 1, on and after August 1, 20___, in the Accreted Value as set forth in the following table:

<table>
<thead>
<tr>
<th>Redemption Dates</th>
<th>Accreted Values</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

TOTAL $
Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Capital Appreciation Bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levyng and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levyng and collecting such taxes the full faith and credit of the District are hereby pledged.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.
IN WITNESS WHEREOF, the Marin Community College District, Marin County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees of the District, all as of the date stated above.

MARIN COMMUNITY COLLEGE DISTRICT

By: ________________________________ (Facsimile Signature)  
President of the Board of Trustees

COUNTERSIGNED:

_______________________________ (Facsimile Signature)  
Secretary to the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on __________, 2009.

U.S. BANK NATIONAL ASSOCIATION

_______________________________ Authorized Officer
ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and ZIP code of Transferee): this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: ____________________

Signature Guaranteed:

__________________________

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or by any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: ___________

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL. since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

__________________________
(Facsimile Signature)
Secretary to the Board of Trustees

(Form of Legal Opinion)
SECTION 10. Delivery of the Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the original purchaser upon payment of the purchase price therefor.

SECTION 11. Deposit of Proceeds of the Bonds. The proceeds from the sale of the Bonds, to the extent of the Denominational Amount and the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby created and established and to be known as the “Marin Community College District Election of 2004 General Obligation Bonds, Series B Building Fund” (the “Building Fund”) of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to authorized purposes which relate to the Projects. The accrued interest and any premium received by the County from the sale of the Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the “Marin Community College District, Election of 2004 General Obligation Bonds, Series B Debt Service Fund” (the “Debt Service Fund”) for the Bonds, and used only for payment of Accreted Value or Principal of and interest on the Bonds. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any amounts that remain in the Building Fund at the completion of the Projects, at the written direction of the District, shall be transferred to the Debt Service Fund to be used to pay the Principal of, premium, if any, and interest on the Bonds, subject to any conditions set forth in the Tax Certificate. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of Accreted Value or Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District. Costs associated with the issuance of the Bonds shall be paid by the District from moneys deposited in the Building Fund or by the Underwriter, from premium paid on the Bonds and not received by the District.

Subject to federal tax restrictions, moneys in the funds created hereunder shall be invested in any lawful investment permitted by Sections 16429.1 and 53601 of the Government Code of the State of California (the “Government Code”) or in shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, in the Local Agency Investment Fund administered by the Treasurer of the State of California (“LAIF”), or in a guaranteed investment contract with a financial institution or insurance company which has at the date of execution thereof one or more outstanding issues of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated not lower than the second highest rating category (without regard to subcategories) by Standard & Poor’s and Moody’s Investors Service.

Except as required below to satisfy the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the “Code”), interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay the Accreted Value or Principal of and interest on the Bonds when due.
SECTION 12. Rebate Fund.

(a) The District shall create and establish a special fund designated the “Marin Community College District Election of 2004 General Obligation Bonds, Series B Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1 1/2%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(a) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(b) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and
(2) not later than sixty (60) days after the payment of all Bonds, an amount equal
to one hundred percent (100%) of the "rebate amount" calculated as of the date of such
payment (and any income attributable to the "rebate amount" determined to be due and
payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(c) In the event that, prior to the time any payment is required to be made from the
Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such
payment is due, the District shall calculate (or have calculated) the amount of such deficiency and
deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is
due.

(d) Each payment required to be made pursuant to subsection (d) of this Section shall be
made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which
such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form
to be prepared or caused to be prepared by the District.

(e) In the event that immediately following the calculation required by subsection (b) of
this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate
Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may
withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(f) The District shall retain records of all determinations made hereunder until six years
after the complete retirement of the Bonds.

(g) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement
shall survive the payment in full or defeasance of the Bonds.

SECTION 13. Security for the Bonds. There shall be levied on all the taxable property in
the District, in addition to all other taxes, a continuing direct ad valorem tax annually during the
period the Bonds are outstanding in an amount sufficient to pay the principal and Accreted Value of
and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service
Fund of the District, which fund is irrevocably pledged for the payment of the principal and Accreted
Value of and interest on the Bonds when and as the same fall due.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal and
Accreted Value of and interest on the Bonds as the same become due and payable, shall be
transferred by the Treasurer-Tax Collector to the Bond Registrar which, in turn, shall pay such
moneys to DTC to pay the principal and Accreted Value and interest on the Bonds. DTC will
thereupon make payments of principal and Accreted Value of and interest on the Bonds to the DTC
Participants who will thereupon make payments of principal and Accreted Value and interest to the
beneficial owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds
and the interest thereon have been paid, or provision for such payment has been made, shall be
transferred to the General Fund of the District, pursuant to the Education Code Section 15234.

SECTION 14. Arbitrage Covenant. The District covenants that it will restrict the use of the
proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the
Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable
regulations prescribed under that Section or any predecessor section. Calculations for determining
arbitrage requirements are the sole responsibility of the District.
SECTION 15. Legislative Conditions. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

The Board further finds and determines that as a result of the issuance of the Bonds under the provisions of the Act, the overall outstanding general obligation bond debt of the District will be amortized in a more level manner.

SECTION 16. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Financial Advisor or the Underwriter, as the case may be, to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve.

SECTION 17. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal, interest or Accreted Interest on the Bonds, it shall become the owner of such Bonds with the right to payment of principal of, interest or Accreted Interest on the Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Bond Registrar shall note the Bond Insurer’s rights as subrogee on the registration books for the Bonds maintained by the Bond Registrar upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal or Accreted Value, the Bond Registrar shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Bond Registrar upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 18. Defeasance. All or any portion of the outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund (as herein defined) is sufficient to pay all Bonds outstanding and designated for defeasance, including all principal and interest and premium, if any; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and
discharge all Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated outstanding Bonds shall cease and terminate, except only the obligation of the Bond Registrar or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or “prerefunded” municipal obligations rated in the highest rating category by Moody’s Investors Service or Standard & Poor’s. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed “AAA” by Standard & Poor’s or “Aaa” by Moody’s Investors Service.

SECTION 19. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County’s full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from the moneys of the District.

SECTION 20. Indemnification of County. The District shall defend, indemnify and hold harmless the County, its officials, officers, agents and employees (“Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with regard to the County’s responsibilities under Section 21 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities.

SECTION 21. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to
annually levy a tax upon all taxable property in the District sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds.

SECTION 22. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints Public Financial Management, Inc. as the Financial Advisor, and Stradling Yocca Carlson & Rauth, a Professional Corporation, as bond counsel, with respect to the issuance of the Bonds.

(c) The provisions of this Resolution may be amended by the Purchase Contract and the Official Statement.

SECTION 23. Resolution to Treasurer-Tax Collector. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collector and Auditor-Controller of Marin County immediately following its adoption.

SECTION 24. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 25. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.
SECTION 26. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 20th day of January, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

BOARD OF TRUSTEES OF THE MARIN COMMUNITY COLLEGE DISTRICT

[Signature]
President of the Board of Trustees

Attest:

[Signature]
Secretary to the Board of Trustees
<table>
<thead>
<tr>
<th>Carole Hayashino, Member</th>
<th>Wanden Treanor, Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philip J. Kranenburg, Member</td>
<td>Barbara Dolan, Member</td>
</tr>
<tr>
<td>Eva Long, Ph.D., Member</td>
<td>Annan Paterson, Member</td>
</tr>
<tr>
<td>James Namnath, Ph.D., Member</td>
<td>Todd McCleary, Student Member</td>
</tr>
</tbody>
</table>
SECRETARY'S CERTIFICATE

I, __________________, Secretary to the Board of Trustees of the Marin Community College District, hereby certify:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on January 20th, 2009, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: January 20th, 2009

______________________________
Secretary to the Board of Trustees
EXHIBIT A

NOTICE INVITING PROPOSALS FOR PURCHASE OF BONDS

$__________________

MARIN COMMUNITY COLLEGE DISTRICT
(MARIN COUNTY, CALIFORNIA)
ELECTION OF 2004 GENERAL OBLIGATION BONDS, SERIES B

NOTICE IS HEREBY GIVEN that sealed unconditioned proposals will be received to and including the hour of 10:00 a.m., Pacific Standard Time, on _________, __, 2009, at the offices of Public Financial Management, Inc., 50 California Street, Suite 2300, San Francisco, California 94111 (the “Financial Advisor”), in the manner described below, for the purchase of all, but not less than all, of $__________________ principal amount of Marin Community College District (Marin County, California) Election of 2004 General Obligation Bonds, Series B (the “Bonds”). Proposals may also be submitted by telefax at the offices of the Financial Advisor, or electronically via the Parity Electronic Bid Submission System (“PARITY”) of Dalcomp, a division of Thomson Information Services, Inc. (“Dalcomp”), in the manner described below, for the purchase of all, but not less than all, of $__________________ principal amount of the Bonds. In the event that the sale has not been awarded by the designated time, bids will be received at a subsequent time and date to be determined by the District and publicized via the Bond Buyer or the Bond Buyer Wire.

IMPORTANT NOTE:

The successful bidder will be required to wire $[Minimum Premium] at closing to U.S. Bank National Association, and, by submitting its bid, acknowledges and agrees to such requirement. See “Payment of Issuance Costs” herein.

I. Issue:

The Bonds will be dated the date of delivery, will be in the denomination of $5,000 each, or integral multiples thereof, and will bear interest from the date of the Bonds to the maturity of each of the Bonds at the rate or rates such that the interest rate shall not exceed ___% per annum, with interest payable on August 1, 2009 and semiannually on February 1 and August 1 of each year during the term of each of the Bonds. The Bonds mature on August 1 in each of the years 2010 to 20___, inclusive, as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>PRINCIPAL AMOUNT</th>
</tr>
</thead>
</table>

* Preliminary, subject to change.
II. Option to Elect Term Bonds:

The purchaser may elect to combine any number of consecutive maturities of Bonds for which an identical interest rate has been specified to comprise term bonds by indicating such an election on the bid form. The election to create term bonds in such manner will require the creation of a mandatory sinking fund so that the sinking fund redemption payments shall equal the corresponding serial bond maturity amounts.

III. Adjustment of Principal Amounts:

The principal amounts of each maturity of Bonds set forth above reflect certain assumptions of the Marin Community College District (the "District") and the Financial Advisor with respect to the likely interest rates of the winning bid or bids. Following the determination of the successful bidder or bidders, the Superintendent, on behalf of the District, reserves the right to increase or decrease the principal amount of each maturity of the Bonds, in $5,000 increments of principal amounts. Such adjustment shall be made within 26 hours of the bid opening and in the sole discretion of the District, upon recommendation of the Financial Advisor. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and the successful bid or bids may not be withdrawn, and the successful bidder will not be permitted to change the interest rate(s) in its bid for the bonds.

IV. Interest Rates:

All bids for the purchase of the Bonds must state the rate or rates of interest to be paid and no bid at a price less than the par value of the Bonds, together with all accrued interest thereon to the date of the delivery of the Bonds, will be considered. Bids must be at the par value of the Bonds, plus accrued interest. All Bonds of the same maturity must bear the same rate of interest and no Bond may bear more than one rate. The maximum interest rate bid may not exceed [______ percent (___%)] per annum, and the true interest cost shall not exceed [_______ percent (___%)] per annum. Bidders may specify any number of different rates to be borne on the Bonds; provided that, all interest rates must be in multiples of 1/8 or 1/20 of one percent and a zero rate of interest cannot be specified. Interest will be computed on the basis of a 360-day year consisting of 12 30-day months.
V. Payment of Issuance Costs:

The successful bidder agrees to wire $[Minimum Premium] at closing to U.S. Bank National Association, as paying agent for the Bonds (the “Paying Agent”). This amount must be paid not later than the date of delivery of the Bonds. Payment of this amount is not optional and is in addition to any purchase premium specified or any premium designated for municipal bond insurance. The Paying Agent will deposit such funds in a special account established on behalf of the successful bidder and apply such funds only to pay legally authorized costs of issuance pursuant to a written order of the District accompanied by approved invoices. Costs of issuance include: (i) fees and disbursements of the financial advisor and bond counsel; (ii) the costs of preparation, printing, posting and delivery of the Official Statement; (iii) initial rating fees; (iv) costs of publication of notices of sale and (v) other expenses permitted by Section 15145 of the Education Code. Any balance remaining in such account 120 days after the issuance of the Bonds shall be [returned to the successful bidder] [deposited in the District’s Debt Service Fund]. The Paying Agent agrees to perform such services outlined above.

Bidders should be careful to consider this additional cost in calculating bids.

VI. Redemption:

The Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to their respective maturity dates. The Bonds maturing on or after August 1, 20__, are subject to optional redemption prior to their respective maturity dates at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 20__, at the following redemption prices (expressed as a percentage of the principal amount of the Bonds called for redemption), together with interest accrued thereon to the date fixed for redemption:

<table>
<thead>
<tr>
<th>Redemption Dates (Dates Inclusive)</th>
<th>Redemption Prices</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 1, 20__ through July 31, 20__</td>
<td></td>
</tr>
<tr>
<td>August 1, 20__ and thereafter</td>
<td></td>
</tr>
</tbody>
</table>

VII. Notice of Redemption:

Notice of redemption of any Bond will be mailed to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration records maintained by the U.S. Bank Trust National Association, the Bond Registrar designated for this issue of Bonds; such mailing to be not more than 45 nor less than 30 days prior to the date set for redemption. Neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of Bonds.

VIII. Registration of Bonds as to Principal and Interest and Place of Payment:

The Bonds, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases will be made in book-entry form only, in the denominations of $5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Principal and interest are payable in lawful money of the United...
States of America and will be paid to DTC which in turn will remit such amounts to the beneficial owners of the Bonds through DTC’s Participants, as described in the Preliminary Official Statement.

IX. Authority:

The Bonds will be issued pursuant to the Constitution and laws of the State of California. The issuance of the Bonds was authorized by the requisite fifty-five percent vote of the qualified electors of the District voting at an election held on November 2, 2004.

X. Security:

Both principal of and interest on the Bonds are payable from an unlimited ad valorem tax levied against all of the taxable property in the District.

XI. Form of Bid:

A prescribed form of bid for the Bonds has been prepared and is attached hereto. Bids may be submitted by sealed envelope, by telefax, or electronically via PARITY, providing that the good faith deposit (described below) has been received, before 10:00 a.m., Pacific Standard Time on the date of sale, to the District c/o Public Financial Management, Inc., 50 California Street, Suite 2300, San Francisco, California 94111, at fax no. (415) 982-4513.

For bids submitted by telefax, neither the County, the District, Stradling Yocca Carlson & Rauth, a Professional Corporation, as bond counsel (the “Bond Counsel”), nor the Financial Advisor takes any responsibility for any difficulties in receiving fax transmittals prior to the deadline for receipt of bids. Neither the District, the County, Bond Counsel, nor the Financial Advisor will accept responsibility for inaccurate or illegible bids, or for delay due to engaged telephone lines at the place of bid opening, or for delay arising out of any bidder’s election to deliver its bid by any means.

All bids which are submitted electronically via PARITY pursuant to the procedures described below shall be deemed to constitute a Bid for Purchase of the Bonds and shall be deemed to incorporate by reference all of the terms and conditions of this Notice Inviting Proposals. The submission of a bid electronically via PARITY shall constitute and be deemed the bidder’s signature on the Bid for Purchase of the Bonds.

XII. Procedures Regarding Electronic Bidding:

Bids may be submitted electronically via PARITY in accordance with this Notice Inviting Proposals, until 10:00 a.m., Pacific Standard Time, on ___________ 2009, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice Inviting Proposals, the terms of this Notice Inviting Proposals shall control. For further information about PARITY, potential bidders may contact the District’s Financial Advisor or PARITY at Dalcomp at (212) 806-8304. In the event that a bid for the Bonds is submitted via PARITY, the bidder further agrees that:

1. The District may regard the electronic transmission of the bid through PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity and any other information included in such transmission) as though the same information were submitted on the Bid for Purchase of the Bonds form, provided by the District and executed by a duly authorized
2. PARITY is not an agent of the District, and the District shall have no liability whatsoever based on any bidder’s use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the District or information provided by the bidder.

3. The District may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via PARITY’s internet site (www.tm3.com) no later than 5:00 P.M. (Pacific Standard Time) on the last business day prior to the date of sale.

4. Once the bids are communicated electronically via PARITY to the District as described above, each bid will constitute a Bid for Purchase of the Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice Inviting Proposals. For purposes of submitting all Bids for Purchase of the Bonds, whether by hand delivery, facsimile or electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

5. Each bidder choosing to bid electronically shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with this Notice Inviting Proposals. Neither the District nor Dalcomp shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the District nor Dalcomp shall be responsible for a bidder’s failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The District is using PARITY as a communication mechanism, and not as the District’s agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the District harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

In the event that both an electronic bid and a facsimile bid from a single bidder are received at or prior to the bid receipt deadline, and to the extent that there is an inconsistency in the interest rates or price bid, the facsimile shall be deemed to be the bid submitted. No bid received after the deadline shall be considered. In any case, each bid must be in accordance with the terms and conditions set forth in this official Notice Inviting Proposals.

XIII. Estimate of True Interest Cost:

Bidders are requested (but not required) to supply an estimate of the total true interest cost to the District on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Board of Trustees of the District.

XIV. Bid Check:

All bids must be accompanied by a good faith deposit (a “Deposit”) in the form of a certified check, a cashier’s check or a financial surety bond (a “Financial Surety Bond”) referencing Marin Community College District (Marin County, California) Election of 2004 General Obligation Bonds, Series B, in a sum equal to $_______ payable to the order of the Treasurer-Tax Collector of the
County, for the benefit of the District. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of California, and such Financial Surety Bond must be submitted to the County or to Bond Counsel or to the Financial Advisor prior to the opening of the bids. Each Financial Surety Bond must identify the bidder whose Deposit is guaranteed by such Financial Surety Bond. The County, the Bond Counsel and the Financial Advisor assume no responsibility for any failure of a Financial Surety Bond to list any bidder or to be received on a timely basis as described herein.

If the Bonds are awarded to a bidder using a certified check or cashier’s check, then such check will be held by the County following the award to the successful bidder. If, after the award of the Bonds, the successful bidder fails to complete its purchase on the terms stated in its proposal, the Deposit check will be cashed by the District and the proceeds thereof will be retained by the County for the benefit of the District.

If the Bonds are awarded to a bidder using a Financial Surety Bond, then the successful bidder is required to submit its Deposit to the Treasurer-Tax Collector of the County in the form of a cashier’s check (or wire transfer as instructed by the District) not later than 3:30 p.m. (Pacific Standard Time) on the next business day following the award. If such check (or wire transfer) is not received by that time, the Financial Surety Bond may be drawn upon by the District to satisfy the Deposit requirement. In the event the successful bidder fails to honor its accepted bid, the Deposit will be retained by the County for the benefit of the District.

If the successful bidder completes its purchase of the Bonds on the terms stated in its proposal, its Deposit will be applied to the purchase of the Bonds on the date of delivery of the Bonds. Checks of the unsuccessful bidders will be returned in person at the time of sale or by mail promptly after the date of sale. No interest will be paid on the Deposit made by any bidder.

XV. CUSIP Numbers and Other Fees:

CUSIP numbers will be applied for and will be printed on the Bonds and the cost of printing thereof and service bureau assignment will be purchaser’s responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchaser to refuse to accept delivery of and pay for the Bonds. The successful bidder shall also be required to pay all fees required by The Depository Trust Company, Bond Market Association, Municipal Securities Rulemaking Board, and any other similar entity imposing a fee in connection with the issuance of the Bonds (see, “California Debt Advisory and Investment Commission” below).

XVI. Legal Opinion:

The Bonds are sold with the understanding that the purchaser will be furnished with the approving opinion of Bond Counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation. A copy of the opinion will be attached to the Bonds. Said attorneys have been retained by the District as Bond Counsel and in such capacity are to render their opinion only upon the legality of the Bonds under California law and on the exemption of the interest income on such Bonds from federal and State of California income taxes. Fees of Bond Counsel will be paid from the costs of issuance. See “Payment of Issuance Cost” herein.
XVII. Tax-Exempt Status:

In the opinion of Bond Counsel, under existing laws, interest on the Bonds is exempt from all present State of California personal income taxes, and assuming compliance with certain covenants made by the District and County, interest on the Bonds is not includable in the gross income of the owners of the Bonds for federal income tax purposes, provided that such interest may be included in the calculation for certain taxes, including the corporate alternative minimum tax and the corporate environmental tax. Should changes in the law cause Bond Counsel’s opinion to change prior to delivery of the Bonds to the purchaser, the purchaser will be relieved of its responsibility to pick up and pay for the Bonds, and in that event its Deposit will be returned.

XVIII. Certification of Reoffering Price:

As soon as practicable, but not later than five days following the deadline for receipt of bids for the Bonds, the successful bidder must submit to the District a certificate specifying for each maturity the reoffering price at which at least 10% of the Bonds of such maturity were sold (or were offered in a bona fide public offering and as of the date of award of the Bonds to the successful bidder reasonably expected to be sold) to the public. Such certificate shall be in form and substance satisfactory to Bond Counsel and shall include such additional information as may be requested by Bond Counsel.

XIX. Award:

The Bonds will be awarded to the responsible bidder submitting the best responsive bid, considering the interest rate or rates specified. The best bid will be the bid that represents the lowest true interest cost (“TIC”) to the District for the Bonds. The TIC is the discount rate that, when compounded semiannually and used to discount all debt service payments on the Bonds back to the dated date of such Bonds, results in an amount equal to the price bid for said Bonds. In the event that two or more bidders offer bids for the Bonds at the same lowest TIC, the District will determine by lottery which bidder will be awarded the Bonds. For the purpose of calculating the TIC, the mandatory sinking fund payments, if any, shall be treated as serial maturities in such years. The determination of the bid representing the lowest TIC will be made without regard to any adjustments made or contemplated to be made after the award by the Superintendent, as described herein under “Adjustment of Principal Amounts,” even if such adjustments have the effect of raising the TIC of the successful bid to a level higher than the bid containing the next lowest TIC prior to adjustment.

XX. Delivery:

Delivery of the Bonds will be made to the purchaser through DTC upon payment in federal funds payable to or for the account of the District at the County of Marin, Treasurer-Tax Collector, Carlson & Rauth, a Professional Corporation, 44 Montgomery Street, Suite 4200, San Francisco, California 94104, or at the purchaser’s request and expense, at any other place mutually agreeable to both the District and the purchaser.

XXI. Prompt Award:

The Superintendent of the District, or her designee, will take action awarding the Bonds or rejecting all bids not later than twenty-six (26) hours after the expiration of the time herein prescribed
for the receipt of bid proposals, unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

XXII. Qualification for Insurance:

The District has made application for municipal bond insurance relating to the Bonds. If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor, the bidder may elect to purchase such insurance. Payment of any insurance premium and satisfaction of any conditions to the issuance of a municipal bond insurance policy shall be the sole responsibility of the bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not in any way relieve the purchaser of his contractual obligations arising from the acceptance of his proposal to purchase the Bonds. If bond insurance is purchased, the purchaser of the Bonds must provide the District with the municipal bond insurance commitment, including the amount of the policy premium, as well as information with respect to the municipal bond insurance policy and the insurance provider for inclusion in the final Official Statement within two (2) business days following the award of the Bonds by the County on behalf of the District.

XXIII. California Debt Advisory and Investment Commission:

The successful bidder will be required, pursuant to state of California law, to pay any fees to the California Debt and Investment Advisory Commission ("CDIAC"). CDIAC will invoice the successful bidder after the closing of the Bonds.

XXIV. No Litigation and Non-Arbitrage:

The District will deliver a certificate stating that no litigation is pending affecting the issuance and sale of the Bonds. The District will also deliver an arbitrage certificate covering its reasonable expectations concerning the Bonds and the use of proceeds thereof.

XXV. Official Statement:

The District will make available a Preliminary Official Statement relating to the Bonds, a copy of which, along with related documents, will be furnished upon request made by mail to Public Financial Management, Inc., 50 California Street, Suite 2300, San Francisco, California 94111, the District’s Financial Advisor for the Bonds, or telephoned to said Advisor at (415) 982-5544. Such Preliminary Official Statement, together with any supplements thereto, shall be in form “deemed final” by the District for the purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final official statement. The District shall deliver, at closing, a certificate, executed by appropriate officers of the District acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statement therein, in light of the circumstances under which they were made, not misleading. _________ (__) copies of the Official Statement will be made available to the purchaser without charge within seven business days of the date of sale and additional copies will be made available upon request at the purchaser’s expense.
XXVI. Continuing Disclosure:

In order to assist bidders in complying with Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934, the District will undertake in a Continuing Disclosure Certificate to provide certain annual financial information and Notice of the occurrence of certain events, if material. A description of this undertaking and a form of the Continuing Disclosure Certificate is included in the Preliminary Official Statement.

XXVII. Ratings:

Standard & Poor’s and Moody’s Investors Service have assigned to the Bonds the ratings shown on the cover page of the Preliminary Official Statement or, if not so indicated, will be available upon request from the Financial Advisor. Such ratings reflect only the views of such organization and explanation of the significance of such ratings may be obtained from them as follows: Standard & Poor’s, 55 Water Street, New York, New York 10041, (212) 438-2000, and Moody’s Investors Service, 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, (212) 553-1658. There is no assurance that the ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either of the rating agencies, if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

XXVIII. Right to Cancel, Postpone, or Reschedule Sale:

The District reserves the right to cancel, postpone or reschedule the sale of the Bonds upon notice given through the Bloomberg News Service, Thompson Municipal Market Monitor (www.tm3.com) or The Bond Buyer prior to the time bids are to be received. If the sale is postponed, bids will be received at the place set forth above, at the date and time as the District shall determine. Notice of the new sale date and time, if any, will be given through Bloomberg News Service, Thompson Municipal Market Monitor (www.tm3.com) or The Bond Buyer no later than twenty-three (23) hours prior to the new time bids are to be received. As an accommodation to bidders, telephone or fax notice of the postponement of the sale date and of the new sale date will be given to any bidder requesting such notice from the Financial Advisor. Failure of any bidders to receive such notice shall not affect the legality of the sale.

XXIX. Additional Information:

Copies of the Notice Inviting Proposals for Purchase of Bonds, the form of bid, and the Preliminary Official Statement relating to the Bonds will be furnished to any bidder upon request made to Public Financial Management, Inc., the Financial Advisor.

Dated: _______________, 2009

MARIN COMMUNITY COLLEGE DISTRICT

By: ________________________________

President/Superintendent

A-9

DOCSSF/70614v3/024651-0002
EXHIBIT B

BID FOR THE PURCHASE OF $__________
MARIN COMMUNITY COLLEGE DISTRICT
(MARIN COUNTY, CALIFORNIA)
ELECTION OF 2004 GENERAL OBLIGATION BONDS, SERIES B

___________, 2009

Marin Community College District
Marin County, California

On behalf of a group which we have formed consisting of:

and pursuant to the Notice Inviting Proposals for Purchase of Bonds hereinafter mentioned, we offer to purchase all of the ________ Dollars ($__________) principal amount of the Bonds designated as “Marin Community College District (Marin County, California) Election of 2004 General Obligation Bonds, Series B,” maturing on August 1 in the years and amounts and bearing interest at the rate or rates set forth in the following schedule:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>PRINCIPAL AMOUNT*</th>
<th>INTEREST RATE</th>
<th>INSURANCE</th>
</tr>
</thead>
</table>

and to pay therefor the aggregate sum of $___________ (representing the $__________ principal amount of the Bonds, plus interest accrued on such Bonds to the date of delivery thereof, plus premium of $___________.)

We hereby elect to combine the maturities of Bonds maturing on the following dates to comprise term bonds:

*Preliminary, subject to change. See “III. Adjustment of Principal Amounts” in the Notice Inviting Proposals for Purchase of Bonds.
Redemption Dates

______ through ________
______ through ________
______ through ________

Maturity Date

______ 1, ___
______ 1, ___

This bid is submitted with our intention to purchase municipal bond insurance from ____________________ (fill in if applicable). Such insurance will be obtained at our expense.

This bid is made subject to all the terms and conditions of the Notice Inviting Proposals for Purchase of Bonds heretofore published, all of which terms and conditions are made a part hereof as fully as though set forth in full in this bid.

As specified in the Notice Inviting Proposals for Purchase of Bonds, this bid is subject to acceptance not later than 26 hours after the expiration of the time for the receipt of bids, and the opinion of Stradling Wortelboer & Carlson & Rauth, a Professional Corporation approving the validity of the Bonds will be furnished us (if we are the successful bidder) at the time of the delivery of the Bonds at the expense of the District.

There is submitted herewith a memorandum (which shall not constitute a part of this bid) stating the total true interest cost in dollars on the Bonds during the life of the issue under this bid, and the true interest rate determined thereby.

We have received and reviewed the Preliminary Official Statement with respect to the Bonds (the “Preliminary Official Statement”) and as a condition to bidding on the Bonds, have determined that we can comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

As of the date of award and as of the date of delivery of the Bonds, all members of our syndicate either participate in DTC or clear through or maintain a custodial relationship with an entity that participates in said depository.

We hereby request that _________ (not to exceed ___) printed copies of the Official Statement with respect to the Bonds be furnished to us in accordance with the terms of the Notice Inviting Proposals for the Purchase of Bonds.

Respectfully submitted,

Name:______________________

(Account Manager)

By:_______________________

Address:____________________

City:____________ State:________

Phone:_____________________

BID CHECK (check one):

[ ] There is enclosed herewith a certified check or cashier's check referencing Marin Community College District (Marin County, California) Election of 2004 General Obligation Bonds, Series B, in the amount $________ payable to the order of the Treasurer-Tax Collector of Marin County, for the benefit of the District.
We have provided a financial surety bond referencing Marin Community College District (Marin County, California) Election of 2004 General Obligation Bonds, Series B, as provided in the Notice Inviting Proposals for Purchase of Bonds.

MEMORANDUM OF INTEREST COST: Under the above bid, the total true interest cost on the Bonds during the life of the issue is $______________ and the true interest rate determined thereby is ____%.
EXHIBIT C

NOTICE OF INTENTION TO SELL

$__________ *

MARIN COMMUNITY COLLEGE DISTRICT
(MARIN COUNTY, CALIFORNIA)
ELECTION OF 2004 GENERAL OBLIGATION BONDS, SERIES B

NOTICE IS HEREBY GIVEN that the Marin Community College District (the “District”), in Marin County, California, intends to offer for public sale on ___, January __, 2009, at the hour of 10 a.m. at the office of Public Financial Management, Inc., 50 California Street, Suite 2300, San Francisco, California 94111 not to exceed $__________ * principal amount of general obligation bonds of the District designated “Marin Community College District (Marin County, California) Election of 2004 General Obligation Bonds, Series B (the “Bonds”). Within 26 hours, the Superintendent of the District will consider the bids received and, if acceptable bids are received, award the sale of the Bonds on the basis of the true interest cost. In the event that no bids are awarded by the designated time, proposals will be received the following Tuesday at the same time and place specified above and each Tuesday thereafter until such time as bids are awarded or notice to the contrary is given.

NOTICE IS HEREBY FURTHER GIVEN that the Bonds will be offered for public sale subject to the terms and conditions of the Notice Inviting Bids for the Bonds, dated ___, 2009. An Official Statement and Notice Inviting Bids relating to the Bonds will be furnished upon request mailed to Public Financial Management, Inc., 50 California Street, Suite 2300, San Francisco, California 94111, the Financial Advisor to the District for the Bonds.

Dated: ___, 2010

MARIN COMMUNITY COLLEGE DISTRICT

By: __________________________
     President/Superintendent

* Preliminary, subject to change.
# COLLEGE OF MARIN

**ELECTION OF 2004 GENERAL OBLIGATION BONDS, SERIES B (2009)**

**Financing Schedule as of January 7, 2009**

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<tr>
<th>Date</th>
<th>Activity</th>
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<tbody>
<tr>
<td>Mon., Jan. 12</td>
<td>• Distribute 3rd drafts of bond documents and POS</td>
<td>COM/FA/BC</td>
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<tr>
<td>Weds., Jan. 14</td>
<td>• Agenda deadline for Jan. 20th Board of Trustees meeting: Resolution and bond documents delivered to COM</td>
<td>BC</td>
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<td>• Send credit packages to rating agencies [and bond insurers]</td>
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<tr>
<td>Mon., Jan. 19</td>
<td>• MLK Holiday</td>
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<td>Tues., Jan. 20</td>
<td>• Board of Trustees meeting to approve Resolution and bond documents</td>
<td>COM/FA/BC</td>
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<tr>
<td>Tues., Jan. 27</td>
<td>• Meetings with rating agencies</td>
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<td></td>
<td>9:30AM Moody's</td>
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<td></td>
<td>1:30PM Standard and Poor's</td>
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<td>Mon., Feb. 2</td>
<td>• Final comments due on legal documents and POS</td>
<td>WG</td>
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<tr>
<td>Tues., Feb. 3</td>
<td>• Receive ratings</td>
<td>FA</td>
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<td>Weds., Feb. 4</td>
<td>• POS posted</td>
<td>BC/FA</td>
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<td>Feb. 11-17</td>
<td>• Premarketing calls to underwriters</td>
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<td>Mon., Feb. 16</td>
<td>• President's Day Holiday</td>
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<tr>
<td>Weds., Feb. 18</td>
<td>• Competitive bond sale</td>
<td>COM/FA/BC</td>
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<td>Fri., Feb. 20</td>
<td>• Circulate final OS</td>
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## Calendar

### January 2009

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### March 2009

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## Activity Schedule

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<tr>
<th>Date</th>
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<th>Responsible Party</th>
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<tr>
<td>Week of Feb. 23</td>
<td>Circulate Closing Documents</td>
<td>BC</td>
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<td>Tues., Feb. 24</td>
<td>Final OS printed/posted</td>
<td>PR</td>
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<td>Tues., Mar. 3</td>
<td>Pre-Closing</td>
<td>WG</td>
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<tr>
<td>Weds., Mar. 4</td>
<td>Closing</td>
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## Key

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<th>Code</th>
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<tr>
<td>COM</td>
<td>College of Marin</td>
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<td>BC</td>
<td>Bond &amp; Disclosure Counsel: Stradling Yocca Carlson &amp; Rauth</td>
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<tr>
<td>PR</td>
<td>Printer: TBD</td>
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<tr>
<td>PA</td>
<td>Paying Agent: U.S. Bank</td>
</tr>
<tr>
<td>WG</td>
<td>Working Group: All Finance Team members</td>
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</table>
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Authorization Bid for Pavement Repair
Harlan Center, Administrative Center and the Business Center,
Kentfield Campus

Reason for Board Consideration: APPROVAL

Enclosure(s):

BACKGROUND:

In a continued effort to eliminate trip hazards associated with pavement surfaces on campus, the District wishes to request bids to repair the paved area between Harlan Center, Administrative Center and the Business Center. There are numerous areas around campus that require surface repair; however, this particular area has numerous trip hazards and holes and is felt to be in critical need of repair. The work will address the pavement repair as well as correct drainage problems and ADA slope issues.

The estimate for this work is between $60 and $70,000 and will be paid with funds from the Risk Margin Fund Account available to the District as part of our participation in the Northern California Community College Self-Insurance Authority.

Staff is working with CSW/Stuber-Stroeh Engineering Group Inc. for design and plan drawings for this project.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to request bids for the repair of the paved area between Harlan Center, the Administrative Center and the Business Center on the Kentfield Campus.

Administrator Initiating Item

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

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>January 20, 2009</th>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>B.11.E</td>
</tr>
</tbody>
</table>

Subject:  
Notice of Completion  
Learning Resource Center Paint Project

Reason for Board Consideration:  
APPROVAL

Enclosure(s):  
Notice of Completion

BACKGROUND:

On October 14, 2008, the Board of Trustees awarded the bid for the Learning Resource Center Paint Project, Kentfield Campus, to Omni Painting and Waterproofing Inc. in the amount of $43,400.

All work on the project has been completed and inspected and there were no change orders.

RECOMMENDATION:

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

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

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

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

6. Work of modernization on the property hereinafter described was completed on: January 9, 2009
7. The Project Name is: Learning Resource Center Paint Project, Kentfield Campus
8. The contractor for such work of modernization is Omni Painting & Waterproofing Inc.
9. The name of the contractor's Surety Co is Developers Surety and Indemnity Company.
10. The date of contract between the contractor and the above owner is October 22, 2008.
11. The street address of said property is 835 College Avenue
12. The property on which said work of modernization was completed is in the Town of Kentfield, County of Marin, State of California, and is described as follows: Learning Resource Center

______________________________
Date

______________________________
Signature of Owner
Marin Community College District

Verification

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

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

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

(Personal signature of the individual swearing that the contents of the notice are true)
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
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<tbody>
<tr>
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<td>Item &amp; File No.</td>
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Subject:
Notice of Completion  
Learning Resource Center Relocation Project

Reason for Board Consideration:  
APPROVAL

Enclosure(s):  
Notice of Completion

BACKGROUND:

On November 11, 2008, the Board of Trustees awarded the bid for the Learning Resource Center Relocation Project, Kentfield Campus, to Chipman Relocations in the amount of $48,300.

All work on the project has been completed and inspected and there were no change orders.

RECOMMENDATION:

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

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
RECORDING REQUESTED BY:

When recorded mail to:
Albert J. Harrison II
Vice President College Operations
Marin Community College District
835 College Avenue
Kentfield, CA 94904

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: January 13, 2009
7. The Project Name is: Learning Resource Center Relocation Project, Kentfield Campus
8. The contractor for such work of modernization is Chipman Relocations
9. The name of the contractor's Surety Co is Travelers Casualty and Surety Company of America
10. The date of contract between the contractor and the above owner is December 3, 2008
11. The street address of said property is 835 College Avenue
12. The property on which said work of modernization was completed is in the Town of Kentfield, County of Marin, State of California, and is described as follows: Learning Resource Center

__________________________
Date

__________________________
Signature of Owner
Marin Community College District

Verification

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

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

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

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

(Personal signature of the individual swearing that the contents of the notice are true)
BACKGROUND:

For many years, the College of Marin has allowed employees to participate in tax shelter annuities programs officially known as 403(b) plans. In the past, the tax regulations required the college to administer and control the employees’ investment activities minimally. It was the responsibility of the employees, working directly with the tax shelter vendors, to control withdrawals, loans, and contributions in accordance with Internal Revenue Service (IRS) Regulations. Any violations resulted in penalties to the employees.

Effective January 1, 2009 (subsequently modified to December 31, 2009) changes in IRS regulations place a greater burden and responsibility on the college to administer the tax shelter programs, including participating employees’ activities, according to the tax code. The new regulations require the college to adopt a written plan that addresses the requirements of the new regulations for all 403(b) programs. Further, the plan may be administrated either internally by the college or by contracting with a third party administrator.

Adhering to the new regulations, the Marin County Office of Education, through a request for proposal process, identified TDS Group and Envoy Plan Services as the recommended company schools in Marin County should use as third party administrators. The College of Marin has contracted with the TDS Group as the third party to administer our 403(b) program. The $0.25 per participant per payroll fee is waived because the District is participating in the TDS Common Remitting program; therefore, there is no cost to the District.

A Resolution and copy of our written plan are attached.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached Resolution to approve the attached 403(b) Basic Plan Document for the Marin Community College District.
RESOLUTION TO ADOPT A WRITTEN PLAN FOR THE
403(b) TAX DEFERRED ANNUITY PROGRAM

WHEREAS, Marin Community College District (the “District”) has established a
program to allow employees to contribute to a 403(b) Tax Deferred Annuity Program (the
“Program”) under Section 403(b) of the Internal Revenue Code of 1986, as amended (the
“Code”);

WHEREAS, the Internal Revenue Service has issued final regulations under Section
403(b) of the code that would, in relevant part, require the Marin Community College District to
develop a Plan governing its Program (the “Plan”) before January 1, 2009.

NOW THEREFORE, THE GOVERNING BOARD OF THE MARIN COMMUNITY
COLLEGE DISTRICT HEREBY RESOLVES, DETERMINES AND ORDERS AS
FOLLOWS:

Effective January 1, 2009 the Board of Trustees of the Marin Community College District (the
“Board”) authorizes the District to adopt the attached Plan to ensure compliance with Section
403(b) of the Code and the applicable regulations.

The foregoing Resolution was adopted upon motion of Trustee ____________________, seconded
by Trustee ____________________, at a regular meeting on this 20th day of January 2009, by the
following vote:

AYES: ______

NOES: ______

ABSTAIN: ______

ABSENT: ______

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

__________________________
Superintendent/President
Marin Community College District

Attest:

__________________________
Secretary of the Board
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
403(b) BASIC PLAN DOCUMENT

Marin Community College District

Provided by:
The TDS Group
403(b) Third Party Administrator
6939 Sunrise Blvd., Suite 209
Citrus Heights, CA 95610
Toll Free: (800) 542-5829
Local: (916) 723-3994
Fax: (916) 723-3994
Email: planadministrator@tdsgroup.org
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<td>Investment of Contributions</td>
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<td>Roth 403(b) Contribution Provisions</td>
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SECTION 1 - DEFINITIONS

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 "Account": The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 "Account Balance": The value of the aggregate amount credited to each Participant’s Account under all Accounts, including the Participant’s Elective Deferrals, Roth 403(b) Contributions, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant’s benefit, and any distribution made to the Participant or the Participant’s Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant’s death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, if such contributions are authorized under the Adoption Agreement, the account established for a Beneficiary after a Participant’s death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.3 "Administrator": Unless otherwise indicated in the Adoption Agreement, the Employer is the Administrator. Notwithstanding this appointment, the Administrator may delegate, by separate agreement, any administrative responsibilities hereunder to one or more persons, committees, Vendors, or other organizations.

1.4 "Annuity Contract": A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the state in which the Employer or Participant, as applicable, resides and that includes payment in the form of an annuity.

1.5 "Beneficiary": The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.6 "Custodial Account": The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, and/or by each Participant individually, to hold assets of the Plan.

1.7 "Code": The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8 "Compensation": All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee’s gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee’s gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan).

1.9 "Disabled": The definition of disability provided in the applicable Individual Agreement.

1.10 "Elective Deferral": The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.

1.11 "Employee": Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee’s Compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

1.12 "Employer": The public education organization identified in the Adoption Agreement as the Employer.
"Employer Contributions": Any contributions made to the Plan by the Employer as provided in the Adoption Agreement.

"Funding Vehicles": The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

"Includible Compensation": An Employee's actual wages received by Employee for the most recent period of service that may be counted as a year of service under Section 403(b)(3) of the Code, and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). Notwithstanding the foregoing, for purposes of determining Employer Contributions, Includible Compensation shall be subject to a maximum of $230,000 (or such higher maximum as may apply under section 401(a)(17) of the Code. The amount of Includible Compensation is determined without regard to any community property laws.

"Individual Agreement": The agreements between a Vendor and the Employer and/or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

"Participant": An individual for whom Elective Deferrals or other contributions permitted herein are currently being made, or for whom such contributions have previously been made, under the Plan and who has not received a distribution of his or her entire Account Balance under the Plan.

"Plan": The name given to this Plan by the Employer in the Adoption Agreement.

"Plan year": The calendar year.

"Related Employer": The Employer and any other entity which is under common control with the Employer under Section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

"Roth 403(b) Contribution": If authorized in the Adoption Agreement, any contribution made by a Participant which is designated as a Roth 403(b) Contribution in accordance with Section 10 of the Plan that qualifies as a Roth contribution under section 402A of the Code.

"Severance from Employment": For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

"Vendor": The provider of an Annuity Contract or Custodial Account, or any organization expressly authorized by such provider to act on their behalf under this Plan.

"Valuation Date": Each business day of the Plan Year.

SECTION 2 - PARTICIPATION AND CONTRIBUTIONS

2.1 Eligibility. Except as otherwise excluded in the Adoption Agreement, each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer. However, an Employee who is a student-teacher (i.e., a person providing service as a teacher's aid on a temporary basis while attending a school, college or university) is not eligible to participate in the Plan.
2.2 Contributions. (a) Elective Deferrals. An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the appropriate Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than $200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts wherein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. Except as otherwise provided in the Plan, all Elective Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the employee's election.

(b) Roth 403(b) Contributions. If authorized in the Adoption Agreement and if permitted under an Employee’s Individual Agreement(s), an Employee may elect to make Roth 403(b) Contributions to the Plan in accordance with Section 10 of the Plan. The Participant’s election to make Roth 403(b) Contributions shall be made on the agreement provided by the Administrator and shall also include designation of the Funding Vehicles and Accounts wherein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed. The Administrator may establish an annual minimum Roth 403(b) Contribution amount no higher than $200, and may change such minimum to a lower amount from time to time.

(c) Employer Contributions. (1) If authorized in the Adoption Agreement, the Employer may make nonelective Employer contributions to Accounts of designated Employees. Employer contributions shall be determined in accordance with the Adoption Agreement. Contributions made under this Section 2.2(c) shall be deposited into each Participant’s Account in accordance with Section 2.5 of the Plan.

(2) Employer may make contributions into the 403(b) Contracts of former Employees, provided that any such contributions satisfy all of the following conditions:

(a) Contributions may not be made later than the fifth calendar year following the year in which the former Employee ceased to be an Employee.

(b) Contributions may not be made following the month of the former Employee’s death.

(c) Contributions shall be 100% vested at all times.

(d) Contributions shall be based on “includible compensation” as defined in Section 403(b)(3) of the Code as modified by IRS regulations and shall be subject to the limitations of Section 415(c)(1) of the Code.

Subject to (b) above, amounts not contributed by Employer to any former Employee’s 403(b) Contract due to the contribution limitations of section 415(c) of the Code shall be contributed in the next Plan Year (and each succeeding Plan Year) until the Employer contributes all amounts due to Participant. No contributions may be made after the last day of the fifth year following the year in which the Participant’s Severance from Employment occurred.

2.3 Information Provided by the Employee. Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.4 Change in Elective Deferrals Election. Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals or a change in the allocation of his or her Elective Deferrals to reflect pre-tax deferrals or after-tax deferrals to the Roth 403(b) Contribution option (if permitted in the Plan), and the designation of Funding Vehicles and Accounts. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees.

2.5 Contributions Made Promptly. Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, unless an earlier date is required by applicable state law. Employer contributions shall be
transferred to the applicable Funding Vehicle within a reasonable period of time but in no event later than thirty (30) days after the end of the Employer’s regular work year for which such contributions were owed.

2.6 **Leave of Absence.** Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

### SECTION 3 - LIMITATIONS ON AMOUNTS DEFERRED

3.1 **Basic Annual Limitation.** Except as provided in Sections 3.2 and 3.3, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant’s Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is $15,500 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under section 415(d) of the Code.

3.2 **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service.** If authorized in the Adoption Agreement, the applicable dollar amount under Section 3.1(a) for any “qualified employee” is increased (to the extent provided in the Individual Agreements) by the least of:
(a) $3,000;
(b) The excess of:
   (1) $15,000, over
   (2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years;
(c) The excess of:
   (1) $5,000 multiplied by the number of years of service of the employee with the qualified organization, over
   (2) The total Elective Deferrals and, if applicable, Roth 403(b) Contributions made for the employee by the qualified organization for prior years.

For purposes of this Section 3.2, a “qualified employee” means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

3.3 **Age 50 Catch-up Elective Deferral Contributions.** An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals and, if applicable, Roth 403(b) Contributions, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals and, if applicable, Roth 403(b) Contributions for a year is $5,000 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under the Code.

3.4 **Coordination.** If the Adoption Agreement authorizes contributions under Section 3.2 of the Plan, amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals and, if applicable, Roth 403(b) Contributions for a year be more than the Participant’s Includible Compensation for the year.

3.5 **Special Rule for a Participant Covered by Another Section 403(b) Plan.** For purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 3.2 only if the other plan is a § 403(b) plan.

3.6 **Correction of Excess Elective Deferrals.** If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under
another plan of the employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant in accordance with applicable IRS guidance. Notwithstanding the foregoing, if Roth 403(b) Contributions are elected in the Adoption Agreement, the correction of excess amounts shall be made pursuant to Section 10.7.

3.7 Protection of Persons Who Serve in a Uniformed Service. An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee’s employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

3.8 Annual Contribution Limits. The aggregate amount contributed into a Participant’s 403(b) Account for any year shall not exceed the amount permitted under section 415(c) of the Code based on the Participant’s most recent period of service determined under section 403(b)(3) of the Code. If any Employer Contributions cause a Participant’s 403(b) Contract to exceed the annual contribution limitation of section 415(c)(1) of the Code, the excess contributions shall be segregated and treated in a manner consistent with applicable IRS guidance on excess “annual additions.”

SECTION 4 - LOANS

4.1 Loans. If authorized in the Adoption Agreement, loans shall be permitted under the Plan to the extent permitted by and in accordance with the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured.

4.2 Information Coordination Concerning Loans. Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator(s) shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 4.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator(s) shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

4.3 Maximum Loan Amount. No loan to a Participant under the Plan may exceed the lesser of:

(a) $50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the date before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(b) one half of the value of the Participant’s vested Account Balance (as of the Valuation Date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant’s vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.
4.4 **Loan Repayments For Participants in Military Service.** Notwithstanding any other provision of the Plan or any Annuity Contract or Custodial Account, loan repayments by eligible uniformed services personnel may be suspended as permitted under section 404(a)(4) of the Code and the terms of any loan shall be modified to conform to the requirements of the Uniformed Services Employment and Reemployment Rights Act.

SECTION 5 - BENEFIT DISTRIBUTIONS

5.1 **Benefit Distributions At Severance from Employment or Other Distribution Event.** Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.3 (relating to withdrawals of amounts rolled over into the Plan), Section 5.4 (relating to hardship), or Section 10.7 (relating to excess Roth 405(b) Contributions and/or excess Elective Deferrals) distributions from a Participant’s Account may not be made earlier than the earliest of the date on which the Participation has a Severance from Employment, dies, becomes Disabled, or attains age 591/2. Notwithstanding the foregoing and in accordance with the terms of the Individual Agreements, the withdrawal restrictions described above do not apply to Elective Deferrals made to an Annuity Contract and attributable earnings as of December 31, 1988. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

5.2 **Minimum Distributions.** Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in Treas. Reg. § 1.405(b)-6(e).

5.3 **In-Service Distributions From Rollover Account.** If the Funding Vehicle in which a Participant’s Account is invested maintains a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

5.4 **Hardship Withdrawals.** If authorized under the Adoption Agreement, (a) hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. No Elective Deferrals shall be allowed under the Plan or any other Plan of the Employer during the 6-month period beginning on the date the Participant receives a distribution on account of hardship.

(b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the Individual Agreements. Notwithstanding any Individual Agreement, the Plan only permits hardship withdrawals that satisfy the “safe harbor” standards with respect to establishing an immediate and heavy financial need (under Treas. Reg. §1.401(k)-1(d)(3)(iii)(B) and, except as the Vendor specifically agrees to administer under another permitted standard, satisfying the lack of other resources requirement (under Treas. Reg. 1.401(k)-1(d)(3)(iv)(E)) including the Vendor notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant’s right to make Elective Deferrals under the Plan or any other Plan of the Employer.

5.5 **Rollover Distributions.** (a) A Participant or the Beneficiary of a deceased Participant (or a Participant’s spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant’s death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an Inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).
(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

SECTION 6 - ROLLOVERS TO THE PLAN AND TRANSFERS

6.1 Eligible Rollover Contributions to the Plan.

(a) Eligible Rollover Contributions. To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. However, unless Roth 403(b) Contributions are authorized under the Adoption Agreement, in no event does the Plan accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in section 402A(c)(1) of the Code.

(b) Eligible Rollover Distribution. For purposes of Section 6.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant’s benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code, or corrective distribution of excess amounts in accordance with Sections 3.6 and 10.7. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) and 408A of the Code, an individual retirement annuity described in section 408(b) and 408A of the Code, a qualified trust described in section 401(e) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) Separate Accounts. Unless otherwise provided by the terms of applicable Individual Agreements, Vendors shall provide separate accounting for any eligible rollover distribution paid to the Plan.

6.2 Plan-to-Plan Transfers to the Plan. (a) If authorized under the Adoption Agreement, the Administrator may permit a transfer of assets to the Plan as provided in this Section 6.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each person’s entire interest therein to the Plan and the participant is an Employee or former Employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treas. Reg. § 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant’s Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral or, if applicable, Roth 403(b) Contribution by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.
6.3 Plan-to-Plan Transfers from the Plan.

(a) If authorized under the Adoption Agreement, Participants and Beneficiaries may elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with Treas. Reg. § 1.403(b)-10(b)(3). A transfer is permitted under this Section 6.3(a) only if the Participants or Beneficiaries are Employees or former Employees of the Employer under the receiving plan and the other 403(b) plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other 403(b) plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose 403(b) restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant’s or Beneficiary’s interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant’s or Beneficiary’s interest in the transferor plan (e.g., a pro rata portion of the Participant’s or Beneficiary’s interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 6.3, the Plan’s liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treas. Reg. § 1.403(b)-10(b)(3).

6.4 Contract and Custodial Account Exchanges. (a) If authorized in the Adoption Agreement, a Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, unless otherwise indicated on the Adoption Agreement, exchanges are not permitted to Vendors that are not eligible to receive contributions under Section 2. If the Adoption Agreement authorizes exchanges to a Vendor that is not eligible to receive contributions under Section 2, the conditions in paragraphs (b) through (d) of this Section 6.4 must be satisfied.

(b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of the Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts or custodial accounts immediately before the exchange).

(c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will at time to time in the future provide each other with the following information:

1. Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following:
   (i) the Employer providing information as to whether the Participant’s employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5.1);
   (ii) the Vendor notifying the Employer of any hardship withdrawal under Section 5.3 if the withdrawal results in a 6-month suspension of the Participant’s right to make Elective Deferrals under the Plan; and
   (iii) the Vendor providing information to the Employer or other Vendors concerning the Participant’s or Beneficiary’s section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 5.3); and
(2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following:

(i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 4.3, so that any such additional loan is not a deemed distribution under section 72(p)(1); and

(ii) information concerning the Participant’s or Beneficiary’s Roth Contributions and after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Vendor shall enter into an information sharing agreement as described in Section 6.4(d) with the Employer if the Employer’s existing contract with the Vendor does not provide for the exchange of information described in Section 6.4(d)(1) and (2).

6.5 Permissive Service Credit Transfers. (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant’s Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.5(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 6.5(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

(c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant’s or Beneficiary’s interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant’s or Beneficiary’s interest in the transferor plan (e.g., a pro rata portion of the Participant’s or Beneficiary’s interest in any after-tax employee contributions).

SECTION 7 - INVESTMENT OF CONTRIBUTIONS

7.1 Manner of Investment. All Elective Deferrals, Roth 403(b) Contributions, Employer Contributions or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

7.2 Investment of Contributions. Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers and exchanges among Annuity Contracts and Custodial Accounts may be made under this Section 7.2 to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

7.3 Current and Former Vendors. The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.2 or 6.4), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.
SECTION 8 - AMENDMENTS TO THE PLAN

8.1 **Termination of Contributions.** The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

8.2 **Amendment.** The Employer reserves the authority to amend this Plan at any time, provided however that any amendment which reduces contractual rights or benefits under an Individual Agreement shall apply prospectively only except as required under the Code and applicable regulations promulgated thereunder.

SECTION 9 - MISCELLANEOUS

9.1 **Non-Assessability.** Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant’s or Beneficiary’s creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assessable and non-transferable.

9.2 **Domestic Relations Orders.** Notwithstanding Section 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state ("domestic relations order"), then the amount of the Participant’s Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

9.3 **IRS Levy.** Notwithstanding Section 9.1, the Administrator may direct payment from a Participant’s or Beneficiary’s Account the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

9.4 **Tax Withholding.** Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals and Roth 403(b) Contributions, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator or Vendor may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

9.5 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incompetent of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid in conformity with applicable Annuity Contracts or Custodial Accounts. If the applicable Annuity Contracts or Custodial Accounts do not address the issue of payments to minors and incompetents, then the Administrator shall direct payment of the benefit to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
9.6 **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned to the party that made the contribution.

9.7 **Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant’s Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the records of the Employer or the Administrator, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Funding Vehicle shall continue to hold the benefits due such person.

9.8 **Incorporation of Individual Agreements.** The Plan, together with the Adoption Agreements and any Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Adoption Agreement and applicable Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code. In such event, the Individual Agreements shall be interpreted, to the extent possible, in a manner to conform to the Plan and applicable requirements, provided however that the Plan may not enlarge the rights of the Employer, the Administrator, or a Participant under the Individual Agreement.

9.9 **Governing Law.** The Plan will be construed, administered and enforced according to the Code and the laws of the state in which the Employer has its principal place of business.

9.10 **Headings.** Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

9.11 **Gender.** Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

9.12 **Indemnification.** If Employer appoints an Employee or committee of Employees to represent Employer as the Administrator of the Plan, Employer shall, to the extent permitted by applicable law, indemnify any such Employee acting on its behalf in this capacity. Such individuals shall be indemnified from any and all liability that may arise by reason of his action or failure to act concerning this Plan, excepting any willful misconduct or criminal acts.

9.13 **No Employer Liability.** Employer shall have no liability for the payment of benefits under the Plan provided that the providers of the applicable Annuity Contracts and Custodial Accounts receive written direction for the payment of benefits in accordance with Section 6. Each Participant shall look solely to the providers of applicable Annuity Contracts and Custodial Accounts for receipt of payments or benefits under the Plan.

**SECTION 10 – ROTH 403(b) CONTRIBUTION PROVISIONS**

10.1 **General Application.** This Section 10 shall apply only if the Employer has elected to permit Roth Contributions under the Plan as indicated on the Adoption Agreement.

10.2 **Roth 403(b) Contributions.** Participants may make Roth 403(b) Contributions to their Accounts under the Plan if authorized by the Employer on the Adoption Agreement. Unless otherwise provided, such contributions shall be treated as Elective Deferrals and are therefore subject to the requirements and limitations imposed by section 402(g) of the Code. A Participant’s Roth 403(b) Contributions shall be allocated to a separate account maintained for such deferrals as described in Section 10.3.

10.3 **Separate Accounting Requirements.** Contributions and withdrawals of Roth 403(b) Contributions, and earnings or losses thereon, shall be credited and debited to each Participant’s Account and shall be separately accounted for
under each Employee’s Account. Gains, losses, and other credits or charges shall be separately allocated on a reasonable and consistent basis for each Employee’s Roth 403(b) Contributions. Except as provided in Section 10.6, no contributions other than Roth 403(b) Contributions and properly attributable earnings may be credited to each Employee’s Roth subaccount.

10.4 **Deposit Requirements.** Roth 403(b) Contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in accordance with Section 2.5 of the Plan, unless an earlier date is required under state law.

10.5 **Direct Roth Rollovers From the Plan.** Notwithstanding Section 5.5 of the Plan, Participants may only make a direct rollover of a distribution of Roth 403(b) Contributions (and earnings thereon) to another 403(b) plan with Roth contribution features; to a 401(k) Plan with Roth contribution features, or to a Roth IRA described in section 408A of the Code, and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

10.6 **Roth Rollovers Into the Plan.** Notwithstanding Section 6.1 of the Plan, and unless otherwise indicated on the Adoption Agreement, direct rollovers of Roth 403(b) Contributions and Roth 401(k) contributions and earnings thereon from another 403(b) plan with Roth contribution features, or from a 401(k) Plan with Roth contribution features are permitted, provided that the Funding Vehicles selected by a Participant will accept such Roth Rollovers. Direct rollovers shall only be permitted if the transmitting plan satisfies the conditions set forth in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

10.7 **Correction of Excess Deferrals.** Excess deferrals shall be corrected by first distributing Roth 403(b) Contributions (plus earnings thereon) made during the Plan Year and then by distributing a Participant’S Elective Deferrals (plus earnings thereon). However, if a highly compensated employee (as defined in Section 414(q) of the Code) experiences an excess deferral in any Plan Year, he may designate the extent to which the excess amount is composed of Elective Deferrals and Roth 403(b) Contributions, provided that both types of contributions were made by the Employee during the applicable Plan Year. If the highly compensated employee does not designate which type of contributions are to be distributed, then Elective Deferrals shall be distributed first, followed by Roth 403(b) Contributions.

10.8 **Definition of Roth 403(b) Contributions.** A Roth 403(b) Contribution is an Employee contribution that is:

(a) designated irrevocably by the Employee as such on his or her salary reduction/deduction form to be a Roth 403(b) Contribution; and

(b) treated by the Employer as includible in the Employee’s income.

10.9 **Roth Carry.** Employer, Administrator and providers of Annuity Contracts and Custodial Accounts shall utilize good faith compliance efforts to conform to the requirements applicable to Roth 403(b) Contributions based on applicable IRS guidance related to such contributions. The Plan shall be administered and interpreted in the manner necessary to ensure compliance with such guidance.

The Employer has evidenced its intent to adopt this Plan by executing the Adoption Agreement which is a part of this 403(b) Plan document. This Plan document, the Adoption Agreement, and any underlying Annuity Contracts and Custodial Accounts provided by the Vendor authorized by the Employer, as well as necessary forms and administrative policies and procedures incorporated by the Employer, an Administrator or any Funding Vehicle shall constitute the entire Plan.
BACKGROUND:

Owner Project Requirements (OPRs) are required for the various USGBC (United States Green Building Council) LEED certified projects on the two College of Marin Campuses. These requirements allow the District to capture additional “points” that support the certification level for each project. The requirements can be produced during the design phase, but in this case, it was decided to create this document now, in order to capture a higher rating for each project. In more than one case, a project is very close to achieving the next (LEED rating) threshold.

The consultant was selected from one of the existing design teams. This consultant was willing to support the District by leveraging their experience on a previous project. Their knowledge of the District’s maintenance and operations procedures will allow them to create a better document more efficiently. Their services will include consulting to create “OPRs” for five individual projects on two campuses. The final work product will be completed by the District. Considering the Board’s goal of LEED certification for each project, the consulting premium is minor. For the five projects, the average premium per project will be $4,300.

The District recommends that the Board award a new short form professional services agreement for OPR consulting services with Davis Langdon in the amount of $21,500 for District-wide services. 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 Design and Consulting services for various District-wide projects that include the Science/Math/Central Plant (SMCP) Increments 2 and 3 – Site Development & Building Project (305A), the Fine Art Building Project (306C), the Performing Arts Modernization Project (306A), the Main Building Complex Project (417A) and 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 Davis Langdon in the amount of $21,500 for District-wide consulting services for the Science/Math/Central Plant (SMCP) Increments 2 and 3 – Site Development & Building Project (305A), the Fine Art Building Project (306C), the Performing Arts Modernization Project (306A), the Main Building Complex Project (417A) and the Transportation Technology Complex Project (402A).
CONSULTANT:
Davis Langdon
343 Sansome Street, Suite 1050
San Francisco, CA 94104
(415) 981-1004 phone / (415) 981-1419 fax

January 20, 2009

I. SCOPE OF THE SERVICES

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

Science/Math/Central Plant (SMCP) Increments 2 and 3 – Site Development & Building Project (305A)
Fine Art Building Project (306C)
Performing Arts Modernization Project (306A)
Main Building Complex Project (417A)
Transportation Technology Complex Project (402A)

Facilitating the production of the Owner’s Project Requirements for each of the five above named buildings (projects) in accordance with the requirements of Energy and Atmosphere Prerequisite 1 and Credit 3 as identified in the USGBC LEED for New Construction version 2.2 Reference Guide. The proposal assumes that the College administration, building management team, and project design team will provide the necessary content.

a. Davis Langdon will produce a draft of the campus-wide owner’s project requirements based on the existing partial OPR documents, project RFP’s and selected interviews with the owner, engineer, and project architects, and other materials as identified and required by Davis Langdon.

b. Davis Langdon will produce drafts of building specific OPR’s for each of the five above named buildings based on the campus-wide OPR, and the existing partial OPR documents, project RFP’s and selected interviews with the owner, engineer, and project architects, and other materials as identified and requested by Davis Langdon.

c. Davis Langdon will facilitate one (1) on-campus meeting with the owner and their representatives, as well as the building operations team, commissioning agent, engineer and project architects to review the campus-wide draft OPR and individual building-specific OPR’s.

d. Following the receipt of written comments from the Owner, Commissioning Agent, project Architects, and Engineer, Davis Langdon will produce final drafts of the Owner’s Project Requirements for each of the five above named buildings and submit it to the owner. This Proposal assumes that the OPR will be formatted using Davis Langdon standard formats.

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $21,500 inclusive of reimbursable expenses to be paid as a lump sum with progress payments; with a guaranteed not to exceed price of $21,500.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by January 20, 2009 and complete the Services by June 30, 2009.
IV. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREBIN 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 $21,500.

CONSULTANT

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Al Harrison</td>
<td></td>
</tr>
<tr>
<td>Vice President College Operations</td>
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</tbody>
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MARIN COMMUNITY COLLEGE DISTRICT
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 “Indemnitees”), from and against any and all claims and liability of any type resulting directly or indirectly from Consultant’s negligent performance of this Agreement. Consultant shall also defend, indemnify and save harmless, to the extent of its proportionate fault, the Indemnitees, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which the Indemnitees may be subject or put by reason of bodily injury to or death of any person or damage to any property, 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 Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitee’s rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. **Conflict of Interest.** Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

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

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 only in the event District terminates this Agreement for District’s convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District’s written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant’s failure to continue work during a dispute shall be a material breach of this Agreement. Either party’s waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every provision hereof.

11. **Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the City of Kentfield, Marin County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its 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 January 20, 2009 between the Marin Community College District (the “District”), and Davis Langdon ("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
BACKGROUND:

The 42,400 square foot Diamond PE Center is currently under construction. The project is currently registered for certification under the United States Green Building Council’s LEED rating for Existing Building (EB) system. Upon further review of the commitments required for EB, it was determined that additional expertise was needed. It appears that the EB rating could require a higher level of long-term monitoring by District Staff, as well as additional monitoring equipment. Though the building is not technically “new construction,” the New Construction (NC) rating might still be applicable; better suiting the Board’s goal of sustainability in a more cost effective manner, without creating additional work for Maintenance and Operations staff.

The consultant was selected from one of the existing design teams. This consultant will support the District by leveraging their experience and knowledge of the District’s maintenance and operations procedures, based on their previous experience working with the District. Their services will include the evaluation of the Diamond PE Center’s design and construction for potential certification under the LEED for New Construction version 2.2 rating system. The evaluation will require the consultant to begin work immediately, as the project will need to be re-registered with the USGBC prior to March 2009 in order to be considered under the 2.2 version of the rating system (assuming the rating is changed).

The District recommends that the Board award a new short form professional services agreement for design support services with Davis Langdon in the amount of $14,000 for the Diamond PE Center Alterations Project (308B). 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 Design and Consulting services for the Diamond PE Center Alterations Project (308B).

RECOMMENDATION:

The Superintendent/President recommends that the Board approve a short form professional services agreement for design support services with Davis Langdon in the amount of $14,000 for the Diamond PE Center Alterations Project (308B).
I. SCOPE OF THE SERVICES

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

Diamond PE Center Alterations Project (308B)

1. Initial document review.
   - Davis Langdon will review the current design documents to determine sustainable design potential. Deliverables include proposed LEED-NC v2.2 checklist for the project, and summary report identifying key measures and issues. This proposal assumes that the client will provide construction documents, including drawings, specifications and existing LEED EB or NC checklists or scorecards and reports, as well as project schedule, submittal log and any LEED progress reports produced by the general contractor or construction manager.

2. LEED-NC Workshop
   - Working from the initial document review, Davis Langdon will facilitate a half-day sustainability workshop for the entire project team including design teams and owner/users. The goal of the workshop will be to identify specific LEED NC credit goals for the project and to discuss energy/environmental goals and performance benchmarks that have been used to guide the design process thus far. The group will discuss the strategies that have been implemented with regards to water systems, interior and exterior environmental experience, material, and energy use and construction phase tracking. This workshop will also serve to identify any additional energy/environmental opportunities that may still exist at this point in the construction.

3. Feasibility Report
   - Subsequent to the workshop, Davis Langdon will provide a feasibility report including: a short narrative describing project goals, challenges, and opportunities; project scorecard, status of each LEED credit and prerequisite, and action items for each credit and prerequisite; applicable supporting documents, and responsibility matrix. This report will be reviewed with the owner in a meeting via conference call.

4. Meetings
   - This proposal assumes attendance at one half-day workshop and up to one meeting, in San Francisco or Kentfield during the Feasibility Assessment Stage.

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $14,000 inclusive of reimbursable expenses to be paid as a lump sum with progress payments; with a guaranteed not to exceed price of $14,000.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by January 20, 2009 and complete the Services by June 30, 2009.
IV. TERMS AND CONDITIONS

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

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

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

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

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

(4) Consultant must comply with Appendix A.

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

(6) This instrument is void to the extent it requires payment by the District of more than $14,000.

CONSULTANT

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Title</th>
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</thead>
<tbody>
<tr>
<td>Vice President College Operations</td>
<td></td>
</tr>
</tbody>
</table>

MARIN COMMUNITY COLLEGE DISTRICT

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Al Harrison</td>
<td></td>
</tr>
</tbody>
</table>

Rev. 1_20050804
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 Indemnites 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 Indemnities’ reasonable approval. Notwithstanding any provision of this Agreement, the Indemnities shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnities’s rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. **Conflict of Interest.** Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

7. **Confidentiality.** Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These 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 perform 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, sexual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran’s status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant’s compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

10. **Termination and Suspension.** District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District’s convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and 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 January 20, 2009 between the Marin Community College District (the “District”), and Davis Langdon (“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
BACKGROUND:

The last of seven major building projects in the Measure C bond program is the Gateway Complex. This project is planned as a new academic and administrative facility on the corner of Sir Francis Drake Boulevard and College Avenue on the Kentfield campus. “Initiation” of the project includes Board authorization to proceed with preliminary planning.

The project originally required State funding (with the requisite lead time), and the design work was not initiated in 2006 with the other building projects. Because State funding has been declined and future short-term State funding is unlikely, the District is prepared to develop affordable alternatives to the project and seeks Board authorization to start preliminary planning work.

With this authorization, the District will re-evaluate the project in light of available bond funds. An alternative will be recommended to the Board for further action within three to six months.

FISCAL IMPACT:

The current bond budget for the Gateway Complex $17.5 million. Additional funding options, if and as needed, will be part of the final recommendation for the project.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize the District to proceed with the Gateway Complex Project (303B).
## MCDD CAPITAL IMPROVEMENT PROGRAM
### Project Initiation Form

<table>
<thead>
<tr>
<th>Campus:</th>
<th>Kentfield</th>
<th>Date:</th>
<th>12/17/2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Name(s):</td>
<td>Gateway Complex</td>
<td>Project No.:</td>
<td>303B</td>
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<tr>
<td>Project Name:</td>
<td>Gateway Complex</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Scope:</td>
<td></td>
<td></td>
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<tr>
<td>Project Cost Estimate:</td>
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<td>Square Footage:</td>
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<tr>
<td>Funding Source(s):</td>
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<tr>
<td>Design Consultant:</td>
<td></td>
<td></td>
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<tr>
<td>Design Start Date:</td>
<td>06/01/09</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Start/End Schedule:</td>
<td>12/1/10 / 5/31/12</td>
<td></td>
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<tr>
<td>Delivery Method:</td>
<td>Design/Bid/Build</td>
<td></td>
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<tr>
<td>Comments:</td>
<td>Includes two years of escalation at 5% per year and Haz-Mat at 3.3%</td>
<td></td>
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<tr>
<td>SMC PM:</td>
<td>[Name]</td>
<td></td>
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<tr>
<td>Submitted by:</td>
<td>[Name]</td>
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</table>

**Construction Manager, Swinerton Management & Consulting**
Kentfield Campus

### PROJECT AUTHORIZATION

<table>
<thead>
<tr>
<th>Leigh Sala</th>
<th>V-Anne Chemook</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Manager</td>
<td>Director of Modernization</td>
</tr>
<tr>
<td>Swinerton Management &amp; Consulting</td>
<td>Marin Community College District</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bob Thompson</th>
<th>Al Harrison</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Maintenance &amp; Operations</td>
<td>Vice President of College Operations</td>
</tr>
<tr>
<td>Marin Community College District</td>
<td>Marin Community College District</td>
</tr>
</tbody>
</table>

Original: Financial Controls Manager, Swinerton Management & Consulting
Copy: Construction Manager, Swinerton Management & Consulting
BOARD AGENDA ITEM

To: Board of Trustees                      Date: January 20, 2009
From: Superintendent/President            Item & File No. B.11.H.3(a)
Subject: Fine Arts Building Project (306C) Approve Authorization
         Authorize Bidding
Reason for Board Consideration: APPROVAL
Enclosure(s): None

BACKGROUND:

The Fine Arts Building Project (306C) on the Kentfield Campus has been submitted to the Division of the State Architect (DSA) and is awaiting approval. This project consists of construction of a new 28,000 gross square foot Fine Arts Building to replace the existing 34,000 square foot 1950's Fine Arts structure. The three-story building includes studios for a variety of artistic media, such as painting, sculpture, printmaking, ceramics and jewelry. Two large enclosed yards house ceramic kilns, sculpture and metal foundry equipment. The new building is rated by the United States Green Building Council (USGBC) and will feature a partial "green" roof, operable windows in classrooms and a heating system utilizing water-fed heat pumps from the common geothermal field.

Board approval of this project is included in the resolution approving the CEQA Initial Study, presented elsewhere in this agenda. The District also seeks authorization to begin the bidding process following final DSA approval.

FISCAL IMPACT:

The final reconciled engineer's estimate for the project is $13,400,000 against a total construction budget of $13,400,000. This project will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize the bidding process to proceed for the Fine Arts Building Project (306C) following final DSA approval.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

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

On July 22, 2008 the Board awarded a contract to Bay Pacific Pipelines, Inc. for the Ignacio Creek Erosion Mitigation Project (419A). Change Order 1 was previously approved.

Change Order 2 consists of one (1) Potential Change Order (PCO) in the amount of $2,750 with a 61 day time extension.

The work scope includes additional hydro-seeding attributable to a change in the original project boundary requested by the Monitoring Consultant.

| Total compensation | $ 2,750 |
| Total time extension | 61 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 | $339,000 | Previously approved |
| Change Order 1           | $22,725  | Previously approved |
| Change Order 2           | $ 2,750  |                     |
| **Total Contract Amount** | $364,475 |                     |

The cumulative value of all change orders to date is 7.5% of the original contract value. No additional change orders are anticipated.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 2 for Bay Pacific Pipelines, Inc. in the amount of $2,750 for the Ignacio Creek Erosion Mitigation Project (419A).
# CONTRACT CHANGE ORDER

**PROJECT:** Russian Creek Erosion Mitigation Project  
**PROJECT No:** 4364  
**CONTRACTOR:** Bay Pacific Pipelines  
**OWNER:** Marin Community College District  
**ENGINEER:** CSW Stuber-Strock  
**EFFECTIVE ONLY WHEN SIGNED BY OWNER**

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Cost</th>
<th>Time</th>
<th>End of Items</th>
<th>SUBTOTAL</th>
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</thead>
<tbody>
<tr>
<td>PCO-11</td>
<td>Supply all labor, equipment and materials for the application of additional</td>
<td>$2,750.27</td>
<td>81 days</td>
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<td>$2,750.27</td>
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<td>hydro-seeding as required and associated with the unforeseen</td>
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<td>conditions of restricted access into reach #2 of the creek due to new</td>
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<td>archeological sensitive boundary establishment in the area. Ref: PCO dated</td>
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<td>12/12/08</td>
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<td></td>
<td>Owner's Unspecified Allowance:</td>
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<tr>
<td></td>
<td>Less previous authorizations against Allowance:</td>
<td>$0.00</td>
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<td></td>
<td>Amount authorized to be paid from the Allowance by this Change Order:</td>
<td>$0.00</td>
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<td>Remaining Owner's Unspecified Allowance:</td>
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<td></td>
<td>Amount required to be added to Contract Amount (in case Allowance is</td>
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<td>exhausted):</td>
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<tr>
<td></td>
<td>TOTAL:</td>
<td>$2,750.27</td>
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</table>

**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 indirect costs; and associated additional bond and insurance premiums.

### AGREEMENT

- When this Change Order is signed by all parties, it constitutes their agreement:
  - **Original Contract Price:** $339,000.00
  - **Contract Price Prior To This Change Order:** $350,724.73
  - **Contract Price Will Be:**
    - Increased: $2,750.27
    - Decreased: $0.00
    - Unchanged: $0.00
  - **New Contract Price Including This Change Order:** $352,475.00

- **Time Adjustment:**
  - **Contract Time Will Be:**
    - Increased: 61 days
    - Decreased: 0 days
    - Unchanged: 0 days
  - **Date of Substantial Completion As Of The Date Of This Change Order:** 12/31/2008

### APPROVED BY CONTRACTOR

- **By:**
  - **Date:**

### ISSUED BY PROJECT MANAGER

- **Swinerton Management & Consulting**
  - **By:**
    - **Date:**

### RECOMMENDED BY PROGRAM MANAGER

- **Marin Community College District**
  - **By:**
    - **Date:**

### APPROVED BY OWNER

- **Marin Community College District**
  - **By:**
    - **Date:**

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

---

Page 1 of 1
To: Board of Trustees
From: Superintendent/President
Subject: DSPS Relocation Project (850L)
        Hannibal’s Inc. Electrical Construction – Change Order 3

Reason for Board Consideration: APPROVAL

Enclosure(s): Change Order 3 & Resolution

BACKGROUND:

On August 26, 2008 the Board awarded a contract to Hannibal’s Inc. Electrical Construction for the DSPS Relocation Project (850L). Change Orders 1 and 2 have been previously approved.

Change Order 3 consists of two (2) Potential Change Orders (PCOs) in the aggregate amount of $5,296, with a 31 day time extension. Because Change Order 3, added to previously approved change orders, exceeds the 10% contingency limit for public contracts, a Board Resolution is required. The work scope upgrades the automatic door opener for rooms 115 and 136 in order to meet ADA guidelines and to make the District’s DSPS office more accessible. The 31 day time extension is for lead time of materials only and is at no cost.

Total compensation $5,296
Total time extension 31 days (no cost)

FISCAL IMPACT:

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
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<tr>
<td>Change Order 1</td>
<td>$1,495</td>
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<tr>
<td>Change Order 2</td>
<td>$1,410</td>
</tr>
<tr>
<td>Change Order 3</td>
<td>$5,296</td>
</tr>
<tr>
<td>Total Contract Amount</td>
<td>$48,893</td>
</tr>
</tbody>
</table>

Change Order 3 will increase the cumulative percentage of the approved change orders to 20.2% of the original contract value. The change order total will therefore exceed the 10% contingency allowed for a construction project and a Board Resolution accompanying Change Order 3 is required.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 3 for Hannibal’s Inc. Electrical Construction in the amount of $5,296 and approve Resolution 1/20/09 B.11.H.4(b) for the DSPS Relocation Project (850L).

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
RESOLUTION 1/20/09 B.11.H.4(b) FOR APPROVAL OF CHANGE ORDER NO. 3
TO THE EXISTING CONTRACT WITH
Hannibal’s Inc. Electrical Construction
FOR
DPS Relocation Project (850L)

WHEREAS, Marin Community College District (the “District”) previously awarded a contract for work for the DPS Relocation (the “Project”) to Hannibal’s Inc. Electrical Construction (“Contractor”); and

WHEREAS, subsequent to the award of the Project, it was determined that additional work was necessary as part of the Project (the “Change Order”); and

WHEREAS, the Change Order provides for the work set forth in Exhibit “A;” and

WHEREAS, the total cost for the Change Order is $5,296 and exceeds the limitations set forth in Public Contracts Code Section 20659; and

WHEREAS, it will be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor; and

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project and result in coordination issues if another contractor is performing similar work at the Project site at the same time as Contractor; and

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to performed work more efficiently and effectively performed by one contractor; and

WHEREAS, a change in contractors in the middle of the Project may cause an inability to enforce the warranty provisions of the Contract; and

WHEREAS, Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage; and

WHEREAS, while pursuant to Public Contract Code section 20659, a community college district is required to competitively bid any change or alteration to a contract that has a value over 10% of the original contract price, California law provides that, "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do
not produce any advantage . . . the statute requiring competitive bidding does not apply." Hiller v. City of Los Angeles (1961) 197 Cal.App.2d 685, 694;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Marin Community College District makes the following findings:

1. That the above recitals are true and correct.

2. That it would work an incongruity and not produce any advantage to the District to bid the completion of the work set forth in the Change Order under the competitive process.

3. That the District approves the immediate completion of the work stated in the Change Order without competitively bidding such work and approves the District's payment in the amount set forth in the Recitals to the Contractor upon the terms and conditions set forth in the Change Order.

PASSED AND ADOPTED by the Governing Board of the Marin Community College District, on January 20, 2009.

AYES: __________________________________________

NOES: __________________________________________

ABSENT: ________________________________________

ABSTAIN: ________________________________________

President, Governing Board

I, Dr. Frances White, Secretary of the Governing Board of the Marin Community College District, State of California, do hereby certify that the foregoing resolution was duly adopted by the said Board at a regular meeting held January 20, 2009.

Secretary, Governing Board
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carole Hayashino</td>
<td>Member</td>
</tr>
<tr>
<td>Philip J. Kranenburg</td>
<td>Member</td>
</tr>
<tr>
<td>Eva Long, Ph.D.</td>
<td>Member</td>
</tr>
<tr>
<td>James Namnath, Ph.D.</td>
<td>Member</td>
</tr>
<tr>
<td>Wanden Treanor</td>
<td>Member</td>
</tr>
<tr>
<td>Barbara Dolan</td>
<td>Member</td>
</tr>
<tr>
<td>Annan Paterson</td>
<td>Member</td>
</tr>
<tr>
<td>Todd McCleary</td>
<td>Student Member</td>
</tr>
</tbody>
</table>
MARIN COMMUNITY COLLEGE DISTRICT
MEASURE C BOND PROGRAM

EXHIBIT A

CHANGE ORDER WORK
To:

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

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.C.O. #4</td>
<td>Provide and install automatic door operator with 2 wireless wall switches and one electric strike at the LRC rooms 115. Contract extension of 31 calendar days due to lead time on materials.</td>
<td>$4,996.00</td>
</tr>
<tr>
<td>F.C.O. #5</td>
<td>Labor only to install key switch for the accessible doors for LRC rooms 115 &amp; 136. This switch will manually turn off the electrical power to the automatic door opener.</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

End of Items

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Unspecified Allowance:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Less previous authorizations against Allowance:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Amount authorized to be paid from the Allowance by this Change Order:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Remaining Owner's Unspecified Allowance:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Amount required to be added to Contract Amount (in case Allowance is exhausted):</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

SUBTOTAL: $5,296.00

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 fee, profit, and overhead; administration; general conditions; all other indirect costs; and associated additional bond and insurance premiums.

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Contract Value Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>When this Change Order is signed by all parties, it constitutes their agreement:</td>
<td>Original Contract Price:  $40,692.00</td>
</tr>
<tr>
<td>Net Change By Previously Authorized Change Order:</td>
<td>Net Change By Authorized Change Order:  $2,905.00</td>
</tr>
<tr>
<td>Contract Price Prior To This Change Order:</td>
<td>Contract Price Prior To This Change Order:  $37,787.00</td>
</tr>
<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>Contract Price Will Be:</td>
</tr>
<tr>
<td>New Contract Price Including This Change Order:</td>
<td>$40,993.00</td>
</tr>
<tr>
<td>TIME ADJUSTMENT</td>
<td>31 days</td>
</tr>
<tr>
<td>Date of Substantial Completion As Of The Date Of This Change Order:</td>
<td>1/31/2009</td>
</tr>
</tbody>
</table>

AGREED BY CONTRACTOR

[Signatures and dates]

ISSUED BY PROJECT MANAGER

[Signatures and dates]

RECOMMENDED BY PROGRAM MANAGER

[Signatures and dates]

APPROVED BY OWNER

[Signatures and dates]

AUTHORIZED BY OWNER

[Signatures and dates]
BACKGROUND:

On May 13, 2008 the Board awarded a contract to Di Giorgio Contracting Company, Inc. for the West Campus Utility Extension Project (407D). Change Orders 1 through 4 were previously approved.

Change Order 5 has one PCO in the amount of $1,591 for extended builders risk insurance. This request is due to further revisions to the installation schedule provided by the North Marin Water District. The work scope includes completion of the installation of a 20 foot section of 16 inch pipe.

Total compensation $1,591
Total time extension zero days (no cost)

FISCAL IMPACT:

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

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>Change Order 1</th>
<th>Change Order 2</th>
<th>Change Order 3</th>
<th>Change Order 4</th>
<th>Change Order 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 874,000</td>
<td>$ 18,360</td>
<td>$ 0</td>
<td>$ 65,445</td>
<td>$ 0</td>
<td>$ 1,591</td>
</tr>
</tbody>
</table>

Previously Approved

Total Contract Amount $959,396

The cumulative value of all change orders to date is 9.77% of the original contract amount.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 5 for Di Giorgio Contracting Company, Inc. in the amount of $1,591 for the West Campus Utility Extension Project (407D).
To:

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

Item Number Description

1. Costs associated with contractor required extension of Butler's Risk Insurance due to SMWD's revised construction schedule for the installation of their 20 foot section of 16" water main pipe. The final connections and testing of fire and domestic water portion of the project will be completed after SMWD completes their portion of the water main installation.

Cost: $1,591.76
Time: 31 days

End of Item

SUBTOTAL: $1,591.76

Owner's Unspecified Allowance:

Less previous authorizations against Allowance:

Amount authorized to be paid from the Allowance by this Change Order:

Remaining Owner's Unspecified Allowance:

Amount required to be added to Contract Amount (in case Allowance is exhausted):

TOTAL: $1,591.76

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:

CONTRACT VALUE ADJUSTMENT

Original Contract Price: $874,000.00
Net Change By Previously Authorized Change Order: $83,804.24
Contract Price Prior To This Change Order: $957,804.24

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:

Contract Price Will Be: Increased: $1,591.76
Decreased: by this Change Order:
Unchanged:

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:

Contract Time Will Be: Increased: 31 days
Decreased: by this Change Order:
Unchanged:

Date of Substantial Completion As Of The Date Of This Change Order: 1/31/2009

AGREED BY CONTRACTOR

By: Di Giorgio Contracting Co., Inc.

Date: ________________________________

A/E name

APPROVED BY ARCHITECT/ENGINEER

By: CSB+W. Sturtevant Stroehl

Date: ________________________________

ISSUED BY PROJECT MANAGER

By: Debra Roche-Matsumoto, Project Manager

Date: ________________________________

RECOMMENDED BY PROGRAM MANAGER

By: Leigh Sato, Program Manager

Date: ________________________________

APPROVED BY OWNER

Marin Community College District

By: V-Jane Chemnick, Director of Modernization

Date: ________________________________

AUTHORIZED BY OWNER

Marin Community College District

By: Authorizes By:

Date: ________________________________

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

On September 16, 2008 the Board awarded a contract to Alten Construction, Inc. for the Transportation Technology Complex Project (402A).

Change Order 1 consists of six (6) Potential Change Orders (PCOs) in the aggregate amount of $52,371 with no time extension. Two PCOs are changes that will improve the long term maintenance capability by staff and protect program equipment during construction. Four are attributable to unforeseen hazardous materials (underground and roofing work), which were not possible to detect during the design phase. The average of the six PCOs is $8,729.

<table>
<thead>
<tr>
<th>Total compensation</th>
<th>$52,371</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total time extension</td>
<td>zero days (no cost)</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 | $6,895,500 |
| Change Order 1 | $52,371 |
| **Total Contract Amount** | **$6,947,871** |

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

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 1 for Alten Construction, Inc. in the amount of $52,371 for the Transportation Technology Complex Project (402A).
PROJECT: Transportation Technology Complex
PROJECT No.: 405A
CONTRACTOR: Allan Construction Inc.
OWNER: Marin Community College District
ARCHITECT: HNTB

EFFECTIVE ONLY WHEN SIGNED BY OWNER

C.O. #1
Date: BOT Approval date: 1/19/2009

To:

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

Item Number   Description

PCO # 1. Supply of all labor, materials and equipment necessary for placement of subbase containing materials due to unforeseen conditions on existing concrete roof between Pomo 1 and Pomo 2 scheduled for demolition. Ref. RFI # 11, PCD & 1 dated 11.19.08  
Cost: $1,079.90  
Time: 0 days  
$1,079.90

PCO # 2. Supply, installation and removal of additional fencing in yard area area behind Pomo 3 to protect existing program equipment during construction requested by District. Ref. PCD & 1 dated 11.19.08  
Cost: $785.00  
Time: 0 days  
$785.00

PCO # 3. Additional costs associated with supply and installation of Doka building controller in lieu of specified manufacturer at request of District to adhere to revised District building controller standard. Ref. PCD & 3 dated 11.19.08  
Cost: $24,505.00  
Time: 0 days  
$24,505.00

PCO # 8. Supply all labor, materials & equipment for excavation, removal & disposal of underground concrete vaults in Pomo 1 and 2 due to unforeseen conditions. Costs also include associated fill & compaction in removal locations as required. Ref. RFI # 42, PCD & 6 dated 12.23.08  
Cost: $5,486.00  
Time: 0 days  
$5,486.00

PCO # 9. Supply all labor, materials & equipment for excavation, removal & disposal of approximate 306 LF of buried transite pipe in Pomo 2 due to unforeseen conditions. Costs also include associated fill & compaction in removal locations as required. Ref. RFI # 18, PCD & 9 dated 12.31.08  
Cost: $12,889.00  
Time: 0 days  
$12,889.00

PCO # 10. Supply all labor, materials & equipment for excavation, removal & disposal of seven existing underground hydraulic reservoires due to unforeseen conditions. Costs also include associated fill & compaction in removal locations as required. Ref. RFI # 20, PCD & 10 dated 12.31.08  
Cost: $6,867.00  
Time: 0 days  
$6,867.00

End of Items

SUBTOTAL: $52,371.00

Owner's Unspecified Allowance: $0.00
Less previous authorizations against Allowance: $0.00
Amount authorized to be paid from the Allowance by this Change Order: $0.00
Remaining Owner's Unspecified Allowance: $0.00
Amount required to be added to Contract Amount (in case Allowance is exhausted): $0.00

TOTAL: $52,371.00

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, 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:

Original Contract Price: $6,895,500.00

Net Change By Previously Authorized Change Order:

Contract Price Prior To This Change Order: $6,895,500.00

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

Contract Price Will Be: [ ] Increased; [ ] Decreased; [ ] Unchanged; By this Change Order:

New Contract Price Including This Change Order: $6,947,871.00

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:

Date of Substantial Completion As Of The Date Of This Change Order: 12/17/2009

APPROVED BY ARCHITECT/ENGINEER

Contractor name: Di Giorgio Contracting Co., Inc.
By:                 
A/E name: HNTB
By:                 
Date:               Date:               

ISSUED BY PROJECT MANAGER

SWINERTON MANAGEMENT AND CONSULTING

RECOMMENDED BY PROGRAM MANAGER

Marin Community College District

Page 1 of 1
<table>
<thead>
<tr>
<th>SWINERTON MANAGEMENT AND CONSULTING, INC.</th>
<th>CONTRACT CHANGE ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>By:</strong> Debra Roche-Mathew, Project Manager</td>
<td><strong>By:</strong> Leigh Sata, Program Manager</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td><strong>Date:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPROVED BY OWNER</th>
<th>AUTHORIZED BY OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marin Community College District</td>
<td>Marin Community College District</td>
</tr>
<tr>
<td><strong>By:</strong> V. Anne Chernock, Director of Modernization</td>
<td>Authorized By: Albert J. Harrison II</td>
</tr>
<tr>
<td><strong>Date:</strong></td>
<td><strong>Date:</strong></td>
</tr>
<tr>
<td><strong>1P College Operations</strong></td>
<td></td>
</tr>
</tbody>
</table>
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 7 were previously approved.

Change Order 8 consists of twenty-five (25) Potential Change Orders (PCOs) in the aggregate amount of $183,367, with no time extension. Three of the PCOs are attributable to design clarification. Four are owner initiated changes, three of which will improve the long term maintenance of the facility. The balance of the change orders are attributable to unforeseen conditions, which are common in modernization work. The average of the twenty-five (25) PCOs is $7,335; nine (9) PCOs exceed $10,000, and the largest PCO is $33,174.

- **Total compensation**: $183,367
- **Total time extension**: 0 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 | $10,552,807 | Previously approved |
| Change Order 1 | $17,454 | Previously approved |
| Change Order 2 | $26,061 | Previously approved |
| Change Order 3 | <$5,390> | Previously approved |
| Change Order 4 | $39,567 | Previously approved |
| Change Order 5 | $47,333 | Previously approved |
| Change Order 6 | $39,907 | Previously approved |
| Change Order 7 | $158,830 | Previously approved |
| Change Order 8 | $183,367 | |
| **Total Contract Amount** | **$11,059,936** | |

The cumulative value of all change orders to date is 4.8% of the original contract value.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 8 for Alten Construction in the amount of $183,367 for the Diamond PE Center Alterations Project (308B).
## CONTRACT CHANGE ORDER

**PROJECT:** Diamond PE Center Alterations  
**PROJECT No:** 3088  
**CONTRACTOR:** Allen Construction  
**OWNER:** Marin Community College District  
**ARCHITECT:** Kwan Henmi Architecture/Planning  

**CHANGE ORDER:** 8  
**DATE:** 1/20/2009  
**DSA FILE #:** 21-C1  
**APPLICATION #:** 01-10949

---

**To:** Allen Construction  
**You are directed to make the following Changes in this Contract:**

**PCO #** | **Description**  
--- | ---  
 | See Page 2 for details

**SUBTOTAL Page 2:** $183,367  
**TOTAL:** $183,367

---

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

| Original Contract Price: | $10,552,807 |
| Net Change By Previously Authorized Change Order: | $323,762 |
| Contract Price Prior To This Change Order: | $10,876,569 |

**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

| Contract Price Will Be: |  
| Increased: |  
| Decreased: |  
| Unchanged: | $183,367 |

New Contract Price Including This Change Order: $11,059,936

**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:

| Contract Time Will Be: |  
| Increased: |  
| Decreased: |  
| Unchanged: | 0 calendar day |

Date of Substantial Completion As Of The Date Of This Change Order: 5/12/2009

---

**AGREED BY CONTRACTOR**  
Allen Construction  
**By:**  
Date:  

**APPROVED BY ARCHITECT/ ENGINEER**  
Kwan Henmi Architecture/Planning  
**By:**  
Date:

---

**ISSUED BY PROJECT MANAGER**  
Swinerton Management & Consulting  
**By:** Christine Tat, Project Manager  
Date:  

**RECOMMENDED BY PROGRAM MANAGER**  
Leigh Sama, Program Manager  
**By:**  
Date:

---

**APPROVED BY OWNER**  
Marin Community College District  
**By:** V-Anne Cherneck, 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
**PROJECT:** Diamond PE Center Alterations  
**PROJECT No.:** 2083  
**CONTRACTOR:** Allen Construction  
**OWNER:** Marin Community College District  
**ARCHITECT:** Kwan Henmi Architecture/Planning

<table>
<thead>
<tr>
<th>PCO #</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>032</td>
<td>Install welded studs per RFI 107. Reason: Unforeseen condition</td>
<td>$424</td>
</tr>
<tr>
<td>050</td>
<td>Locate additional previously unidentified utility lines. Reason: Unforeseen condition</td>
<td>$3,700</td>
</tr>
<tr>
<td>051</td>
<td>Additional excavation and concrete work for installation of fire line due to underground high voltage electrical lines per RFI 103. Reason: Unforeseen condition</td>
<td>$6,778</td>
</tr>
<tr>
<td>052</td>
<td>Repair copper lines at southwest and southeast corners of building. Reason: Unforeseen condition</td>
<td>$4,024</td>
</tr>
<tr>
<td>053</td>
<td>Fire department connection work around unidentified utilities. Reason: Unforeseen condition</td>
<td>$3,914</td>
</tr>
<tr>
<td>054</td>
<td>Concrete and foundation underpinning work around fire line. Reason: Unforeseen condition</td>
<td>$2,912</td>
</tr>
<tr>
<td>055</td>
<td>Relocate unmarked 1 1/4&quot; water line crossing fire line. Reason: Unforeseen condition</td>
<td>$1,283</td>
</tr>
<tr>
<td>056</td>
<td>Repair unmarked 6&quot; transite irrigation line. Reason: Unforeseen condition</td>
<td>$5,753</td>
</tr>
<tr>
<td>068</td>
<td>Structural repairs at East Wing: Replace wall and curb at line 5.5E/N per RFI 82. Reason: Unforeseen condition</td>
<td>$9,807</td>
</tr>
<tr>
<td>070</td>
<td>Structural support for East Wing glulam beam per RFI 123-SKS#1. Reason: Unforeseen condition</td>
<td>$1,900</td>
</tr>
<tr>
<td>071</td>
<td>Add structural bracing at East Wing line 6E per Bulletin 23. Reason: Unforeseen condition</td>
<td>$4,668</td>
</tr>
<tr>
<td>072</td>
<td>Structural repairs at Gym: Add blocking at existing gym roof penetrations. Reason: Unforeseen condition</td>
<td>$6,584</td>
</tr>
<tr>
<td>073</td>
<td>Add concrete stem wall for slab support at Rm 98 Mechanical/ Rm 99 Electrical. Reason: Design clarification</td>
<td>$1,852</td>
</tr>
<tr>
<td>076</td>
<td>Revise door hardware to meet campus standard; door/ hardware clarifications per Bulletin 31. Reason: Design clarification/ Owner initiated</td>
<td>$12,376</td>
</tr>
<tr>
<td>077</td>
<td>Structural repair at West Wing: Install new steel post at line 5W/B per RFI 173. Reason: Unforeseen condition</td>
<td>$2,230</td>
</tr>
<tr>
<td>078</td>
<td>Structural repair at East Wing: Replace existing post with HSS post at line N near 3E per RFI 171. Reason: Design clarification</td>
<td>$2,243</td>
</tr>
<tr>
<td>079</td>
<td>Structural repairs at East Wing transverse shear walls. Reason: Unforeseen condition</td>
<td>$6,299</td>
</tr>
<tr>
<td>080</td>
<td>Structural repair at Gym restrooms 31, 33: Repair/ replace studs, shearwalls, curbs per RFI 157, 37. Reason: Unforeseen condition</td>
<td>$16,878</td>
</tr>
<tr>
<td>092</td>
<td>Upgrade electrical E-Mon D-Mon meters for software compatibility; change toggle switches to Wattstopper A5 intelligent switch per Bulletin 39. Reason: Design clarification</td>
<td>$20,381</td>
</tr>
<tr>
<td>093</td>
<td>Modify downspout termination detail at sidewalks to prevent trip hazards per RFI 169. Reason: Unforeseen condition</td>
<td>$4,153</td>
</tr>
<tr>
<td>099</td>
<td>Add (5) site waste receptacles per Bulletin 46. Replace discontinued model. Reason: Unforeseen/ owner initiated</td>
<td>$4,419</td>
</tr>
<tr>
<td>102</td>
<td>Reroute (5) leaking gym downspouts. Reason: Unforeseen condition</td>
<td>$33,174</td>
</tr>
<tr>
<td>110</td>
<td>Add athletics logo to gym floor. Reason: Owner initiated</td>
<td>$3,703</td>
</tr>
<tr>
<td>115</td>
<td>Address saturated subgrade for trench drain at east atrium. Reason: Unforeseen condition</td>
<td>$12,903</td>
</tr>
<tr>
<td>120</td>
<td>Install concrete in lieu of AC paving for pedestrian access at driveway approach to fire access road. Reason: Owner initiated</td>
<td>$11,002</td>
</tr>
</tbody>
</table>

End of Items

**SUBTOTAL This page:** $103,367
BACKGROUND:

On December 9, 2008 the Board awarded a contract to Fort Bragg Electric, Inc. for the Health Services Portable Project (850G).

Change Order 1 consists of one Potential Change Order (PCO) in the amount of $670 with no time extension.

None of the individual PCOs exceeds the Board approved threshold for advance notification. The work is attributed to two factors:
- A slightly accelerated schedule request to remove the trailer from its current location; and
- A reviewing agency (DSA) request to build up the asphaltic pad below the trailer, so that the maximum height of the trailer supports does not exceed DSA guidelines.

| Total compensation | $670 |
| Total time extension | zero days (no cost) |

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 | $319,670 |
| Change Order 1 | $670 |
| **Total Contract Amount** | **$320,340** |

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

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 1 for Fort Bragg Electric, Inc. in the amount of $670 for the Health Services Portable Project (850G).
To:

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

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.C.O. 1</td>
<td>a. Accelerated schedule in order to get the Health Services portable in place by January 12, 2009.</td>
<td>$670.00</td>
</tr>
<tr>
<td></td>
<td>b. Per DIA comments during backchecks, add to build up the asphalt an additional 3/4&quot; on the west side so that the foundation does not exceed 26&quot;.</td>
<td></td>
</tr>
</tbody>
</table>

End of Items

SUBTOTAL: $670.00

Owner's Unspecified Allowance: $0.00
Less previous authorization against Allowance: $0.00
Amount authorized to be paid from the Allowance by this Change Order: $0.00
Remaining Owner's Unspecified Allowance: $0.00
Amount required to be added to Contract Amount (in case Allowance is exhausted): $0.00

TOTAL: $670.00

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**

**CONTRACT VALUE ADJUSTMENT**

| When this Change Order is signed by all parties, it constitutes their agreement: | Original Contract Price: $319,670.00 |
| 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 | Net Change By Previously Authorized Change Order: $0.00 |
| Contract Price Prior To This Change Order: $319,670.00 | Contract Price Will Be: |
| New Contract Price Including This Change Order: $320,340.00 | Increased: $670.00 |
| Decreased: | Decreased by this Change Order: |
| Unchanged: | Unchanged: |
| Dated of Substantive Completion As Of The Date Of This Change Order: 4/1/2009 |

---

**APPROVED BY CONTRACTOR**

Fort Drug Electric

By: HKIT Architects

Date: 

---

**APPROVED BY ARCHITECT/ENGINEER**

By: 

Date: 

---

**ISSUED BY PROJECT MANAGER**

Swinerton Management & Consulting

By: Summer Byron, Assistant Project Manager

Date: 

---

**RECOMMENDED BY PROGRAM MANAGER**

Marin Community College District

Leigh Sato, Program Manager

Date: 

---

**APPROVED BY OWNER**

Marin Community College District

By: 

Date: 

---

**AUTHORIZED BY OWNER**

Marin Community College District

By: 

Date: 

---

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

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>January 20, 2009</td>
</tr>
</tbody>
</table>
| Subject:      | SMCP Increment No. 1 – Site Development Utilities Project (305C)  
Dick Emard Electric, Inc. dba Emard Engineering – Change Order 1 | Item & File No. B.11.H.4(g) |
| Reason for Board Consideration: | APPROVAL | Enclosure(s): |

**BACKGROUND:**

On August 26, 2008 the Board awarded a contract to Dick Emard Electric, Inc. for the SMCP Increment No. 1 – Site Development Utilities Project (305C).

Change Order 1 consists of seven (7) Potential Change Orders (PCOs) in the aggregate amount of $42,088 with a no-cost time extension of 22 calendar days.

Two (2) of the PCOs are attributable to District requested work including the addition of an LED sign required for safety reasons and relocation assistance for the Landscape Department in order to relocate program sensitive materials. The remainder of the PCOs are attributable to design clarifications and unforeseen conditions, both of which are common in underground utility work. The average of the seven (7) PCOs is $6,013; (1) PCO exceeds $20,000.

| Total compensation | $42,088 |
| Total time extension | 22 days (no cost) |

**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 | $2,820,000 |
| Change Order 1 | $42,088 |
| Total Contract Amount | $2,862,088 |

The cumulative value of all change orders to date is 1.5% of the original contract value.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve Change Order 1 for Dick Emard Electric, Inc. in the amount of $42,088 for the SMCP Increment No. 1 – Site Development Utilities Project (305C).
CONTRACT CHANGE ORDER

PROJECT: SUCF Increment No. 1 - Site Development Utility OWNER: Marin Community College District
C.O. # 1 EFFECTIVE ONLY WHEN SIGNED BY OWNER

CONTRACTOR: Dick Emard Electric, Inc. d/b/a Emard Engineering

OWNER: Marin Community College District

ARCHITECT: ED2 International

ENGINEER: Alfa Tech Cambridge Group

Date: BOT Approval date 1/20/2010

DSA File #: 21-C1

DSA Application #: 01-109358

To:

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

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCO 3</td>
<td>Relocate Storm Drain to avoid designated mature trees (Design Clarification)</td>
<td>$3,074.00</td>
</tr>
<tr>
<td>PCO 4</td>
<td>Rent LED Sign at Parking Lot # 4 to clarify parking lanes (District Safety Dept. request)</td>
<td>$5,834.00</td>
</tr>
<tr>
<td>PCO 16</td>
<td>Assist District in relocating landscape program orchard to temporary location prior to final location in the soon to be created Parking Lot 5 Orchard (District request)</td>
<td>$500.00</td>
</tr>
<tr>
<td>PCO 17</td>
<td>Remove fence along Laurel Ave in order to create a clear construction path to install the new storm drain (Unforeseen Condition)</td>
<td>$1,118.00</td>
</tr>
<tr>
<td>PCO 18</td>
<td>Remove curb along Parking Lot # 4 to create a work room for the new storm drain (Unforeseen Condition)</td>
<td>$2,714.00</td>
</tr>
<tr>
<td>PCO 20</td>
<td>Add isolation valves for geothermal pipes at vault GV-1 in order to create a more efficient means of connection at a later date (Unforeseen Condition)</td>
<td>$27,807.00</td>
</tr>
<tr>
<td>PCO 28</td>
<td>Cut existing tree slated for removal of the next project (W. Campus Bridge) in order to create room for additional mobilization (Unforeseen Condition)</td>
<td>$1,041.00</td>
</tr>
</tbody>
</table>

End of Item

TOTAL: $42,088.00

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:

Original Contract Price: $2,820,000.00

Net Change By Previously Authorized Change Order: $0.00

Contract Price Prior To This Change Order: $2,820,000.00

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

Contract Price Will Be: [X] Increased: By this Change Order: $12,088.00

[ ] Decreased: [ ] Unchanged:

New Contract Price Including This Change Order: $2,832,088.00

TIME ADJUSTMENT

Contract Time Will Be: 22 calendar days

[ ] Increased: [ ] Decreased: By this Change Order: [ ] Unchanged:

Date of Substantial Completion As Of The Date Of This Change Order: 2/6/2010

AGREED BY CONTRACTOR

Dick Emard Electric, Inc. d/b/a Emard Engineering

A/E name: ED2 International

By: [Signature]

Date: [Signature Date]

APPROVED BY ARCHITECT/ENGINEER

By: [Signature]

Date: [Signature Date]

ISSUED BY PROJECT MANAGER

Swinerton Management & Consulting

Marin Community College District

By: Dan Biggen, Project Manager

Date: [Signature Date]

RECOMMENDED BY PROGRAM MANAGER

Marin Community College District

Leigh Sata, Program Manager

Date: [Signature Date]

APPROVED BY OWNER

Marin Community College District

By: [Signature]

Date: [Signature Date]

AUTHORIZED BY OWNER

Marin Community College District

By: [Signature]

Date: [Signature Date]

Distribution: [ ] Owner [ ] Consultant [ ] Construction Manager [ ] Contractor [ ] C. O. File [ ] Other
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Board Resolution No. 1/20/09 B.11.H.5(a) Adopting the Final Mitigated Negative Declaration Science/Math/Central Plant (SMCP) and Fine/Performing Arts Buildings Kentfield Campus

Date: January 20, 2009
Item & File No. B.11.H.5(a)

Reason for Board Consideration:

APPROVAL

Enclosure(s):
Board Resolution
Exhibit A-Initial Study
Exhibit B-Memorandum
Exhibit C-MMRP

BACKGROUND:

On November 7, 2007, the Board of Trustees adopted Resolution No. 11/07/07 C.12.E.1 certifying the FEIR (Final Environmental Impact Report) for the Kentfield Campus. The need to prepare an Initial Study and Mitigated Negative Declaration for the project was established by the District as a result of a preliminary evaluation about the likely effects of the project. The District retained a consultant to prepare the Initial Study Checklist, using information gathered for the Bond Spending Implementation Plan. However, it was understood that the design for the SMCP and Fine/Performing Arts Buildings would be more detailed than known when the original EIR was written – thus, a more detailed analysis was required. This analysis is in compliance with the California Environmental Quality Act (CEQA).

The Board Resolution includes the following items:
- Exhibit A – Initial Study for SMCP and Fine/Performing Arts Buildings
- Exhibit B – December 4, 2008 Memorandum, Response to Comments on Initial Study
- Exhibit C – Mitigation Monitoring and Reporting Program (MMRP)

FISCAL IMPACT:

None.

RECOMMENDATION:

The Superintendent/President recommends that the Board adopt Resolution No. 1/20/09 B.11.H.5(a) adopt the Mitigated Negative Declaration for the SMCP and Fine/Performing Arts Buildings for the College of Marin, Kentfield Campus; adopt Environmental Findings pursuant to the California Environmental Quality Act; adopt the Mitigation Monitoring and Reporting Program; approve the SMCP and Fine/Performing Arts Buildings project; and direct the filing of a Notice of Determination with the State Clearinghouse and the County/Clerk Recorder within five (5) days.

Administrator Initiating Item
V- Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
RESOLUTION NO. 1/20/09 B.11.H.5(a)

RESOLUTION OF THE BOARD OF TRUSTEES OF THE MARIN COMMUNITY COLLEGE DISTRICT ADOPTING THE FINAL MITIGATED NEGATIVE DECLARATION FOR THE SCIENCE/MATH/CENTRAL PLANT (SMCP) AND FINE/PERFORMING ARTS BUILDINGS FOR COLLEGE OF MARIN, KENTFIELD CAMPUS, ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND A MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVING THE SMCP AND FINE/PERFORMING ARTS BUILDINGS.

WHEREAS, the Marin Community College District (the “District”) proposes to approve the SMCP and Fine/Performing Arts projects as part of the Measure C Bond Spending Implementation Plan (BSIP) for the College of Marin, Kentfield Campus (“Project”); and

WHEREAS, the District is the lead agency for the Project and, prepared an Initial Study, which was available for review from October 2 to October 31, 2008, in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”) and the Guidelines for Implementation of CEQA (Title 14, California Code of Regulations (“CCR”), Sections 15000 et seq.) (“CEQA Guidelines”); and

WHEREAS, the District posted a Notice of Availability of the Initial Study and a Notice of Intent to Adopt a Mitigated Negative Declaration at the College of Marin, Kentfield Campus, at the office of the Clerk-Recorder County of Marin, and at the State Clearinghouse; and

WHEREAS, the Initial Study informed the public of the District’s efforts in addressing the environmental effects and adopting feasible mitigation measures associated with the Project, and the District’s intent to pursue the Project, and invited the public to examine the Initial Study in support of such findings; and

WHEREAS, written comments on the Initial Study were received from the public and reviewing public agencies during the 30-day public review period from October 2 to October 31, 2008 (which was subsequently extended to November 14, 2008); and

WHEREAS, such comments were reviewed by District staff/consultants and addressed in the Memorandum dated December 4, 2008, attached hereto as Exhibit “B”; and

WHEREAS, the District has reviewed and considered the Initial Study and the Mitigation Monitoring and Reporting Program (the “MMRP”), with respect to the Project, including all comments and responses thereto; and
WHEREAS, pursuant to the Public Resources Code section 21082.1, the District staff has independently reviewed and analyzed the information contained in the Initial Study and the conclusions of the Initial Study reflect the independent judgment of the District; and

WHEREAS, the District has taken all actions required by applicable law related to the preparation, circulation, and review of the Initial Study and Notice of Intent to adopt a Mitigated Negative Declaration.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Marin Community College District at the meeting held on January 20, 2009, the following:

SECTION 1:

The Initial Study for the SMCP and Fine/Performing Arts Buildings is an adequate and complete document, completed in accordance with CEQA and the CEQA Guidelines.

SECTION 2:

The Board of Trustees hereby certifies that a full and fair public comment period on the Initial Study/Mitigated Negative Declaration was provided; the District as the lead agency has reviewed and considered the Initial Study and the information contained therein prior to deciding whether to approve the proposed Project, including all comments received thereon; and the Board of Trustees finds that the Initial Study reflects the independent judgment and analysis of the Board of Trustees and the District. These actions having been taken, the Board of Trustees hereby approves and adopts the Mitigated Negative Declaration for the SMCP and Fine/Performing Arts Buildings, including the Initial Study for the Project, and said Initial Study is attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3:

The Board of Trustees hereby makes and adopts the CEQA findings ("CEQA Findings") as set forth in the Mitigation Measure Monitoring and Reporting Program which is attached hereto as Exhibit “C” and incorporated herein by reference. The CEQA Findings identify the following: the project will not result in any significant impacts for the study area of Agricultural Resources, Land Use and Planning, Mineral Resources, Population and Housing, Recreation, or Utilities and Service Systems, therefore no mitigation is required; significant or potential impacts will be reduced to a less than significant level with incorporation of mitigation measures for the study areas of Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Public Services, and Transportation/Traffic.
SECTION 4:

The project will not have significant, unavoidable impacts and thus the Board of Trustees is not required to make a Statement of Overriding Considerations pursuant to State CEQA Guidelines Sections 15043 and 15093.

SECTION 5:

A mitigation monitoring and reporting program has been drafted to meet the requirements of Public Resources Code section 21081.6 as an MMRP. This program is designed to ensure compliance with project changes and mitigation measures imposed to avoid or substantially lessen the significant effects identified in the Initial Study. The Board of Trustees hereby makes and adopts the MMRP, as set forth in the mitigation monitoring and reporting program checklist, which is included herein as Exhibit “C”.

SECTION 6:

The Initial Study which includes the MMRP, and the Exhibits referenced herein, are on file and available at the Marin Community College District, Swinerton Management and Consulting, 835 College Avenue, MS-3, Kentfield, CA 94904.

SECTION 7:

The Board of Trustees hereby approves the SMCP and Fine/Performing Arts projects as described in the Initial Study.

SECTION 8:

The President of the Board of Trustees shall sign this resolution and the Secretary shall attest and certify to the passage and adoption thereof.

SECTION 9:

The Board of Trustees directs District staff to file with the County Clerk-Recorder of the County of Marin and the State Clearinghouse a Notice of Determination, pursuant to Title 14, CCR section 15094.

This Resolution is APPROVED AND ADOPTED by the Board of Trustees of the Marin Community College District on January 20, 2009.

AYES:

NOES:

ABSTENTIONS:

ABSENT:
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees
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
EXHIBIT A

Initial Study for SMCP and Fine/Performing Arts Buildings
EXHIBIT B

December 4, 2008 Memorandum
Response to Comments on Initial Study
EXHIBIT C

Mitigation Monitoring and Reporting Program
INITIAL STUDY

FOR

SCIENCE/MATH/CENTRAL PLANT (SMCP) AND FINE/PERFORMING ARTS BUILDINGS

COLLEGE OF MARIN – KENTFIELD CAMPUS

Prepared for

MARIN COMMUNITY COLLEGE DISTRICT

SEPTEMBER 2008

Prepared by

Amy Skewes-Cox, AICP
INITIAL STUDY

FOR

SCIENCE/MATH/CENTRAL PLANT (SMCP) AND
FINE/PERFORMING ARTS BUILDINGS

COLLEGE OF MARIN – KENTFIELD CAMPUS

Prepared for

MARIN COMMUNITY COLLEGE DISTRICT

SEPTEMBER 2008

Prepared by

Amy Skewes-Cox, AICP

In conjunction with

Environmental Vision
Illingworth & Rodkin
Fehr & Peers
Natalie Macris
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CHAPTER I
PROJECT DESCRIPTION

1. Project Title: Science/Math/Central Plant and Fine/Performing Arts Buildings at College of Marin, Kentfield Campus

2. Lead Agency Name and Address:
Marin Community College District
c/o Swinerton Management and Consulting, Inc.
P.O. Box 144003
Kentfield, CA 94904

3. Contact Person and Phone Number: Mr. Dan Eggen or Mr. Leigh Sata, 415-884-3139

4. Project Location: College of Marin campus, 835 College Avenue, Kentfield, CA 94904

5. Project Sponsor's Name and Address:
Marin Community College District
c/o Swinerton Management and Consulting, Inc.
P.O. Box 144003
Kentfield, CA 94904

6. General Plan Designation: Public Facility (PF) for portion of site where project is located

7. Zoning: Public Facility (PF) for portion of site where project is located

8. Description of Project:

Introduction
The Marin Community College District Board of Trustees, hereinafter referred to as the Trustees, will serve as the lead agency for the California Environmental Quality Act (CEQA) document for the proposed Science/Math/Central Plant (referred to herein as “SMCP”) and the Fine/Performing Arts Buildings proposed on the Kentfield campus of the College of Marin.

The two new buildings (SMCP and Fine Arts), as well as the renovations for the Performing Arts Building, were addressed in the Program Environmental Impact Report (EIR) completed for the Bond Spending Implementation Plan (hereinafter also referred to as the Implementation Plan) for the Kentfield campus that was certified on November 7, 2007. The Implementation Plan is the outcome and the guiding document for the Measure C Bond Program that was passed by the Marin County voters in 2004. This bond program provided $249.5 million to be used for
modernization and new construction at the District’s campuses - the Kentfield campus and the Indian Valley campus.

A Program EIR was prepared to address overall changes on the Kentfield campus because specific details about some of the proposed buildings were not yet available at the time of the Program EIR. It was understood that further environmental review might be necessary when such details were known. Now, floor plans have been developed for the two main buildings that are addressed herein. The Trustees will be responsible for adopting a Mitigated Negative Declaration certifying that the current project meets all the requirements of the CEQA and that no significant unavoidable environmental impacts will occur. After the adoption of the Mitigated Negative Declaration, the new buildings can be approved. Construction will also require the prior approval of the Division of the State Architect (DSA).

Detailed floor plans and other drawings can be reviewed at the Swinerton Management & Consulting Offices, Building MS-3, Kentfield Campus, 835 College Avenue, Kentfield, CA. The Program EIR and other associated documents can be viewed on the College’s website (http://www.marin.edu/MeasureC/public_notices/index.htm). The Program EIR on the Bond Spending Implementation Plan for College of Marin (2007-2013) is incorporated herein by reference.

**Project Location and Site Characteristics**

The Kentfield campus is located in central Marin County in the unincorporated community of Kentfield. The main access to the 87-acre campus is provided via Sir Francis Drake Boulevard and College Avenue. Other roads abutting the campus include Laurel Avenue and Kent Avenue. A regional and project location map is provided in Figure 1-1.

Major highway access to the project site is available from State Highway 101, about 2 miles east of the campus. Sir Francis Drake Boulevard is a main exit from this highway for those coming from the north, south, and east. For those coming from west Marin County, the main access to the campus is from Sir Francis Drake Boulevard, which provides access to San Anselmo, Fairfax, Point Reyes, Inverness, and other communities to the west.

The Kentfield campus (see Figure 1-1) includes approximately 401,904 gross square feet (gsf) of building area in 22 buildings. Of this total acreage, about 13 acres are developed as the “main” campus where most of the academic buildings are concentrated. Corte Madera Creek has been channelized in a concrete channel and forms the southern boundary of the main campus (see Figure 1-1). One bridge currently provides both pedestrian and emergency vehicle access across the creek to the main campus. A new West Bridge would provide access to the project site (see Figure 1-2). This new bridge was evaluated in the Program EIR.
Project Need
The District has undertaken a number of studies to evaluate the existing condition of buildings at the Kentfield campus. The first study was the "Facility Condition Assessment Report" undertaken in 2003 by 3D/I (3D/I, 2003). This report formed the basis of the requested improvements for the Measure C Bond Program that was approved by the County's voters in 2004.

Many of the Kentfield campus buildings are in a state of disrepair and two are seismically unsafe. In addition, the existing Science Building is located within the 100-year floodplain.

The proposed project responds to these conditions. The proposed SMCP would be a new building located in a higher elevation portion of the campus. A Central Plant would also be added and combined with the SMCP. The existing Fine Arts Wing of the Performing Arts Building, which was found to have limitations due to accessibility issues, would be demolished and a new Fine Arts building would be constructed farther to the east.

Bond Spending Implementation Provisions
At completion of the entire Implementation Plan, the campus is expected to have an enrollment of about 6,400 students, which is about a 6-percent increase (1 percent per year) over the 2006-2007 enrollment. Table 1-1 presents existing and projected enrollment and building space. As can be seen in Table 1-1, the Implementation Plan provides for a net reduction in building square footage of 40,000 to 45,000 gsf so that the College is more in line with the building space that is needed to serve the needs of the projected student population.

<table>
<thead>
<tr>
<th>Table 1-1 Existing and Projected Student Enrollment, Faculty/Staff, and Building Area for the Entire Kentfield Campus</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Existing</strong></td>
</tr>
<tr>
<td>Number of Students</td>
</tr>
<tr>
<td>Number of Faculty &amp; Staff</td>
</tr>
<tr>
<td>Gross Square Feet of Building Area (approximate)</td>
</tr>
</tbody>
</table>

Project Characteristics
The site plan for the new currently proposed project is shown in Figure 1-2. As can be seen in this figure, two new buildings – the SMCP and the Fine Arts Buildings – would be constructed and an addition would be made to the Performing Arts Building located just to the west of the new Fine Arts Building. A new “West Bridge” is proposed across Corte Madera Creek to provide access to the SMCP (see Figure 1-2). As shown in the figure, the project is located in the northern portion of the campus adjacent to Laurel Avenue and Sir Francis Drake Boulevard. This area of the campus is fairly level, with elevations ranging from about 14 feet above mean sea level (msl) to 32 feet above msl. The greatest topographic variations occur in the area of the proposed SMCP.

Demolition
The existing Fine Arts Wing of the Performing Arts Building (34,000 square feet), Austin Science Building, and other buildings would be demolished because the cost of repairing these buildings and bringing them up to current building standards would be far greater than replacing the buildings altogether. The timing of demolition is dependent upon funding. The demolition of campus buildings was addressed in the Program EIR and therefore is not addressed herein. Detailed assessments were done by a team of engineers, architects, and specialists in hazards, ventilation, and other specialties during 2006 (Marin Community College District, 2006c). Full copies of these assessments can be viewed at the offices of Swinerton Management & Consulting located on the Kentfield campus, Building MS-3, and on the College’s website.

Modernization and Construction of New Buildings
The Performing Arts Building would undergo modernization. This Initial Study also evaluates new construction of the following two buildings:

- A new SMCP that would include science classrooms and the main plant equipment for the campus such as electrical/mechanical equipment.

- A new Fine Arts Building, the Arts Plaza and the New Fine Arts Addition (wing of Performing Arts Building) with dance studios on the first floor and Lobby and Gallerie on the second floor taking the space from the demolished existing Fine Arts Wing.

The new SMCP would have a gross floor area of 76,945 square feet and a final building height of 3 to 4 stories or 61.5 feet. The Program EIR assumed a similar square footage (77,000 gsf) and a building height of 3 to 4 stories.

The existing 86,500-square-foot Performing and Fine Arts Buildings would be reduced in size to 61,500 square feet and would become the Performing Arts Building only. In the remodeled Performing Arts Building, two new dance studios would be added. The new Fine Arts Building would have a gross floor area of 22,570 square feet, spread over three floors. Elevations for both the SMCP and the Fine Arts Building are provided in Appendix B.
Site Improvements: Landscaping, Pathways, Lighting, Parking, and Utilities
In addition, the project would include overall site improvements such as new landscaping, new pathways, reconfiguration of parking lots, and new utility lines (water, wastewater, gas, electricity, and telecommunications). These site improvements were adequately evaluated in the Program EIR and thus are not addressed in detail herein.

Bridge Across Corte Madera Creek
A new clear span bridge\(^1\) across Corte Madera Creek would be developed to the west of the existing bridge (see Figure 1-3). This bridge would be for pedestrians and bicyclists, but would also allow access for service and emergency vehicles and construction staging. To discourage normal vehicular access, some type of impediment would be constructed at one end of the bridge. The bridge is proposed to be about 16 feet wide and approximately 60 to 70 feet long. This bridge was thoroughly evaluated in the Program EIR, and thus is not evaluated herein.

Landscaping
The main areas proposed for new landscape improvements include the area between the new Fine Arts Building and the existing Performing Arts Building (the Arts Plaza) and the Central Green near Fusselman Hall. Landscape plans for the vicinity of the SMCP are shown in Figures 1-4 through 1-7. Landscape plans for the Fine Arts Building vicinity are shown in Figure 1-8.

The Design Guidelines for the Kentfield campus address the goal of new plantings that are native, drought-tolerant, and low maintenance. It should also be noted that campus landscaping would continue to be irrigated by the District's well. These same guidelines address paving materials, irrigation, seatwalls and stairs, lighting, site furnishings, and a number of other elements in the design of the new improvements (Marin Community College District, 2006a).

Outdoor lighting would be designed to maximize public safety and security while minimizing visual intrusion to adjacent residential areas. Outdoor light fixtures would include shrouds and other shielding as appropriate. Lighting along pedestrian corridors would be low-level lights. To the extent practicable, area lighting and security lighting would be controlled by the use of an energy management system (EMS) and/or motion detector activation to reduce energy consumption.

Parking Lots
In Parking Lot 4, the number of spaces would be reduced from 158 spaces to 30 spaces due to new construction of the SMCP as shown in Figure 1-2. The reduction in campus parking spaces was addressed in the Program EIR and is therefore not addressed in detail herein.

\(^1\) A clear span bridge would eliminate the need to disturb the existing Corte Madera Creek channel.
See Appendix C for Planting Symbols.

Figure 1-5

LANDSCAPE PLAN FOR SMCP - NORTHEAST

SOURCE: RHAA, 2008

Amy Skewes-Cox
ENVIRONMENTAL PLANNING
See Appendix C for Planting Symbols.
Utility Lines
A number of utility improvements would be made on the Kentfield campus for water, natural gas, wastewater, telecommunications (phone, fiber optics, and other signal systems), and storm drainage. These utility improvements were addressed in the Program EIR.

Existing domestic water supply to the campus is from the Marin Municipal Water District. Where practicable, existing piping and fire hydrants would be replaced in a phased manner as construction proceeds. Sanitary sewer service is provided by Ross Valley Sanitary District. Some existing on-site sewer lines would be replaced. Sewers in the area of Fusselman Hall and Dickson Hall would be relocated to an area that would be adjacent to existing and new buildings.

All telecommunication services for this project would be installed at the Central Plant and routed in a joint trench to the new and modernized buildings. This trench would also include all services required in each of the new buildings, including electric, fiber optics, and chilled water.

Phasing of Facilities
Construction of the SMCP and Fine Arts Buildings is expected to begin in 2009 and to be completed by 2011. As related to the overall Implementation Plan, these two buildings are the first major new buildings to be constructed on the campus. As of June 2008, other two projects that were already underway were the geothermal field and the renovations of the P.E. Complex.

Hazardous Materials
Hazardous material storage in the science labs would be minimal and would be limited to quantities allowed by the Uniform Building Code for Group B Occupancies as set forth by Table 7902.5A of the California Fire Code. Asbestos removal would occur during the modernization and replacement of buildings.

Site Grading and Construction Staging
Site development would require moderate grading to regrade areas of demolished buildings and to prepare sites for new buildings. Demolition of existing buildings was addressed in the Program EIR and thus is not addressed herein. Grading would be balanced as much as possible and may not require the import of fill. One area of the campus that has the most slope is the area just north of Corte Madera Creek where the new SMCP would be located. Other areas of the campus are generally level.

Construction trailers and parking are proposed to be located at the Larkspur Annex (see Figure 1-1) and Parking Lot 9 to house offices for contractors. Additional items that may be located at the Larkspur Annex include contractor staff parking and materials storage. This area was recently paved and fenced, in anticipation of future campus construction.

The new SMCP adjacent to Laurel Avenue would have construction supplies and equipment stored at an adjacent area such as Parking Lots 4, 9, or 15. The new Fine Arts Building would have construction equipment stored near Circle Drive and possibly at Parking Lots 3 and/or 16.
Energy-Efficient Design
Facilities would be designed with efficient heating and cooling systems beginning with the orientation of the buildings on the site and the placement of the windows on the buildings to maximize natural winter heat gain and minimize summer heat gain. Furthermore, the structures would be constructed of building systems that provide appropriate levels of thermal protection. Skylights and clearstory windows would assist in providing required lighting. A geothermal system is under construction to reduce energy consumption for campus buildings. The Fine Arts Building would be a corridor-free structure that takes advantage of its narrow width to operate mostly on natural ventilation, except in extreme temperatures and weather conditions.

Leadership in Energy and Environmental Design (LEED) Compliance
The District is committed to meeting certain criteria established by the Leadership in Energy and Environmental Design (LEED) certification program, which allots points for various energy-saving and environmentally preferable features. All design and engineering firms hired by the District to work on the Bond projects have LEED-certified professionals on their staff assigned to the District projects. In addition, the District is using a LEED-certified commissioning agent for enhanced commissioning of all systems on new projects. The District's goal is to meet the criteria of LEED even if certification is not formally obtained. Also, "green building" design principles are addressed at length in the Design Goals, Principles, Guidelines (Volume 1B) document of the Bond Spending Implementation Plan.

Some of the green building principles for future construction include the following:

- Enhanced durability
- Improved occupant comfort
- Energy and water savings
- Reduced maintenance costs
- Conservation of natural resources
- Efficient building systems
- Elimination of waste and pollution
- Preserved air and water quality
- Natural daylighting and ventilation
- Improved indoor air quality
- Green roof and cool roof technologies
- Low ratio of windows to walls
- Use of native plants and drought-resistant plants
- Protection of existing vegetation
- Use of bio-retention ponds
- Drainage of hardscape areas into softscape (i.e., landscaped) areas
- Use of high recycled content materials for interior design
- Use of active and passive energy systems

Images of how the projects may appear are shown in Figures 1-8 to 1-10 below. An artist's rendering of the Fine Arts Building is shown in Figure 1-8 and a model of the building as it may
appear from Circle Drive is shown in Figure 1-9. Two visual simulations for the SMCP are shown in Figure 1-10, as seen from Laurel Avenue.

Hours of Operation and Construction
Hours of operation at the Kentfield campus are typically 8:00 AM to 10:00 PM, Monday through Friday. Many classes are offered on weekends.

During the construction period, construction would typically occur between 7:00 AM and 5:00 PM, Monday through Friday and between 9:00 AM and 5:00 PM on Saturdays as per the mitigation measures of the Program EIR.

Project Objectives
The Marin Community College District is committed to upgrading the College's facilities in compliance with the Measure C Bond Program. The following objectives have been identified for the overall implementation Plan and also apply to the specific currently proposed projects:

1. Provide functional instructional and administrative space to meet program requirements;
2. Provide upgrades to the existing Kentfield campus to serve the population in this area;
3. Provide job training and academic programs to assist the unemployed and underemployed in obtaining employment and advancement;
4. Provide lower division college classes for transfer students to 4-year university programs;
5. Participate in a collaborative partnership with other educational providers, the business community, and local government to better serve the community;
6. Improve campus facilities to accommodate a total campus population of approximately 6,400 students at completion of the Bond Spending Implementation Plan;
7. Focus development within the existing central area of the Kentfield campus;
8. Meet LEED criteria (even if formal certification is not obtained);
9. Modernize classrooms, laboratories, and libraries to meet contemporary standards of education;
10. Implement modern computer technology for the campus;
11. Replace outdated teaching equipment;
Figure 1-9
VIEW OF FINE ARTS MODEL, AS SEEN FROM CIRCLE DRIVE

SOURCE: Marcy Wong & Donn Logan Architects
(a) Visual simulation of SMCP as seen from southwest driveway on Laurel Avenue

(b) Visual simulation of SMCP as seen from Laurel Avenue and Cedar Avenue
12. Upgrade buildings for fire safety, energy conservation, seismic safety, and campus security;
13. Improve disabled access;
14. Enhance job training; and
15. Implement “green building” practices in all capital improvement projects.

Project Approval and Funding Process
The Marin Community College District is the principal authority for the proposed project. The Board of Trustees for the District would be responsible for adopting the Initial Study/Mitigated Negative Declaration.

The following additional agencies would be involved in discretionary approvals and permits required for various project components:

- **The Department of the State Architect (DSA)** reviews community college project designs to determine compliance with the California Building Code, including fire/life safety, structural integrity, and Americans with Disabilities Act (ADA) requirements.
- **The State Fire Marshal’s Office** has delegated fire code regulatory responsibilities for community college facilities to DSA.
- **The Regional Water Quality Control Board (RWQCB)** oversees the permitting for projects that could affect water quality. The project would be covered under the State National Pollutant Discharge Elimination System (NPDES) General Construction Permit, which is accomplished by filing a Notice of Intent (NOI) with the RWQCB. A Storm Water Pollution Prevention Plan (SWPPP) will be required for the project.

9. **Surrounding Land Uses and Setting:** The project is located on the main Kentfield campus of the College of Marin and primarily surrounded by other campus buildings. However, residential uses are located to the northwest, on the northwest side of Laurel Avenue. Corte Madera Creek is located to the south of the proposed SMCP. Sir Francis Drake Boulevard, a two-lane arterial, is located to the north of the existing and proposed Fine Arts and Performing Arts Buildings.

10. **Other agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)** The Marin Community College District is the lead agency that will approve the Initial Study/Mitigated Negative Declaration. Other permits may be required for the overall construction as proposed in the Bond Spending Implementation Plan that was subject to the full EIR in 2007, but no other permits are expected to be required for the current project.
Environmental Factors Potentially Affected:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

- Aesthetics
- Biological Resources
- Hazards & Hazardous Materials
- Mineral Resources
- Public Services
- Utilities/Service Systems
- Agricultural Resources
- Cultural Resources
- Hydrology/Water Quality
- Noise
- Recreation
- Mandatory Findings of Significance
- Air Quality
- Geology/Soils
- Land Use/Planning
- Population/Housing
- Transportation/Traffic

Determination.

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

[Signature]

Board of Trustees Secretary

Date

[Date]
References


Marin Community College District, 2006b. Categorical Exemption for PE Complex Improvements (on file at the Swinerton offices on the Kentfield campus) and also on the College website (www.marin.edu [Measure C Updates page]).


CHAPTER II
ENVIRONMENTAL CHECKLIST

INTRODUCTION
This Initial Study is tiered off the Program EIR on the Bond Spending Implementation Plan for College of Marin (2007-2013) certified in November 2007 (Marin Community College District, 2007). This Program EIR is incorporated herein by reference. Since the certification of the Program EIR, the District has prepared more detailed designs for the SMCP and the Fine/Performing Arts Buildings. This Initial Study evaluates these building plans (collectively referred to as 'the project') in more detail to determine if additional mitigation measures are required, beyond those already identified in the Program EIR. When specific mitigation measures from the Program EIR apply to the project, such measures are discussed below under the topics that apply.

A number of sources of information were used to prepare this Initial Study checklist. These are documented by cross-reference to the number of the document or source below:

1. Site visit by authors.


5. Lacy, 2008. E-mail communication from Charles Lacy, Chief, Marin Community College Police Department, re: "Issue of 'project' at COM," July 1.


I. AESTHETICS. Would the project:

a) Have a substantial adverse effect on a scenic vista?
   - Potentially Significant Impact
   - Potentially Significant Unless Mitigation Incorporated
   - Less Than Significant Impact
   - No Impact

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?
   - Potentially Significant Impact
   - Potentially Significant Unless Mitigation Incorporated
   - Less Than Significant Impact
   - No Impact

c) Substantially degrade the existing visual character or quality of the site and its surroundings?
   - Potentially Significant Impact
   - Potentially Significant Unless Mitigation Incorporated
   - Less Than Significant Impact
   - No Impact

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?
   - Potentially Significant Impact
   - Potentially Significant Unless Mitigation Incorporated
   - Less Than Significant Impact
   - No Impact

a) Would the project have a substantial adverse effect on a scenic vista?

The projects would be located within the developed portion of the campus that is only visible from the immediate surroundings. Photographs of existing views were taken from various locations (Figure 2-1). The view of Mount Tamalpais, as seen in Figures 2-2 and 2-3, would be slightly altered by the proposed location of the new Fine Arts Building. The SMCP and Performing Arts Building addition would not affect this view. From some limited locations on Circle Drive that now have uninterrupted views of Mount Tamalpais, the new Fine Arts Building and associated landscaping would block that view. In general, the new Fine Arts Building would be just to the west of the flag pole shown in Figures 2-2 and 2-3. However, the Central Quad located southeast of the new Fine Arts Building would remain open and directly in line with major pedestrian gateways to the central campus from Sir Francis Drake Boulevard and Circle Drive, allowing uninterrupted views to Mount Tamalpais. The landscape plan for the Fine Art Building shows a row of deciduous magnolia trees being planted on the south and east curved walls. To ensure a reduced blockage of this scenic vista, the following mitigation measure is recommended.

Impact Aesthetics-1: Views of Mount Tamalpais from Circle Drive could be blocked by the Fine Arts Building if new landscaping is planted that interrupts this view.

Mitigation Measure Aesthetics-1: New landscaping at the Fine Arts Building shall not encroach into the viewshed toward Mount Tamalpais, as seen from Circle Drive. New landscaping on the south side of the building shall be deciduous and shall be in immediate proximity to the building to prevent interruption of views toward the mountain from this important pedestrian gateway to the campus.
b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?

The SMCP would require the removal of about 25 trees. These would include Bigleaf maples, ash, Coast live oaks, magnolias, walnut trees, olive trees, Japanese maples, a Valley oak, and Coast redwoods. A tree protection plan has been prepared to identify trees in the vicinity of the SMCP that would be protected. These include redwood trees and oak trees at the south end of the site, a variety of trees (oaks, manzanita, redwoods, linden trees, and Japanese maples) at the east end of the site, and a few trees at the north end of the site. For the west edge of the site, along Laurel Avenue, the protection plan includes protection of two existing Coast live oaks, an existing Cedar tree, four Sycamore trees, and three redwood trees. Review of the tree removal plan indicates that no trees in the immediate vicinity of Laurel Avenue would be removed.

The Fine/Performing Arts Buildings would require the removal of 37 mature trees. These would include oaks, lindens, prunus species, Japanese maples, persimmons, birch, magnolias, Coast redwoods, Douglas fir, cherry, cypress, loquat, and Bigleaf maples. Some of these are shown in Figure 2-4. Of the trees to be removed, many are mature trees with trunks ranging in size from 4.2 inches to 32 inches, measured in diameter breast height.

Of the total 62 trees to be removed, some would be native trees. A total of four Coast redwoods would be removed from the Fine Arts site and two Coast redwoods would be removed from the SMCP site. A total of two Coast live oaks and one Valley oak would be removed from the Fine Arts site and four Coast live oaks and one Valley oak would be removed from the SMCP site. Thus, a total of 14 native trees would be removed for construction of the project.
New landscaping is proposed in the vicinity of both buildings that would include Coast live oaks, ginkos, magnolias, prunus species, cherry tree, Deodar cedars, Coast redwood and other trees (see Appendix C). The Program EIR identified tree removal as a potentially significant impact but this impact mainly addressed trees along the Corte Madera Creek channel. Section 4.3, Biological Resources, of the Program EIR included a mitigation measure that recommended avoidance of mature trees and the hiring of an arborist to recommend construction restrictions where trees suitable for preservation could be adversely affected. As of the date of preparing this Initial Study (July 2008), an arborist had been retained.

**Impact Aesthetics-2:** A total of 62 trees would be removed from the campus for the SMCP and Fine/Performing Arts projects, with 16 of these being native trees. New landscaping with trees and shrubs is proposed in the vicinity of both projects to partially mitigate this impact.

*Mitigation Measure Aesthetics-2:* A total of 32 native trees shall be planted on the campus to replace the 16 native trees lost by construction, to provide a replanting ratio of 2:1. These trees shall be planted from 15-gallon containers or larger and shall be monitored for the first three years of growth to ensure survival.

c) **Would the project substantially degrade the existing visual character or quality of the site and its surroundings?**

The Program EIR did not identify any substantial degradation of the existing visual character of the site from the proposed projects. The new buildings are generally in the same location of the site as identified in the Program EIR. The SMCP design includes an exterior of solid phenolic exterior wall panels, with aluminum coping, aluminum windows and aluminum louvers. The potential colors include dark sage green and/or a light wood grain. Figure 1-10 shows the views toward the new SMCP from Laurel Avenue. Street trees would screen much of the new building.

The new Fine Arts Building would be a combination steel and concrete structure. The ground floor, housing the ceramics and sculpture classes, would be a concrete structure surrounded on one side by a curved concrete wall that would house the foundry and kilns in a semi-covered open environment. Administration space and the upper levels would be a steel structure with a panelized exterior cladding system. Windows would be large and aluminum-framed double pane glass.
While the new buildings may be more modern than the existing campus buildings, their siting, scale, and overall design would conform to the adopted Design Guidelines for the campus and no substantial degradation of the existing visual character of the campus and/or the surrounding area would occur.

**d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?**

Lighting of both new buildings would include low, pedestrian-scale lighting, building exterior lighting, and parking lot lighting. Parking Lot 4 near the SMCP would be significantly reduced in size but would continue to have exterior lighting. As stated in Volume IB of the “Design Goals, Principles, Guidelines” for the Bond Spending Implementation Plan (Marin Community College District, 2007), parking lot lighting would be designed for 1 footcandle light level to ensure adequate security. The recommended fixture is the Gardco Lighting parking lot pole light that would shine light directly downward to avoid excessive light and glare. Other lighting such as pedestrian lighting would be located primarily in the vicinity of buildings and along pathways and would not result in significant light or glare.

The exterior building materials for SMCP, Fine Arts, and Performing Arts would not include any reflective material.

No mitigation measures would be necessary as related to significant light and glare.

*Sources of Information: 1, 2, 3, 6, and 7*

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**II. AGRICULTURAL RESOURCES.** In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

- **a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to a non-agricultural use?**

  - [ ] Potentially Significant Impact
  - [ ] Potentially Significant Unless Mitigation Incorporated
  - [ ] Less Than Significant Impact
  - [x] No Impact

- **b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?**

  - [ ] Potentially Significant Impact
  - [ ] Potentially Significant Unless Mitigation Incorporated
  - [ ] Less Than Significant Impact
  - [x] No Impact
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?

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a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to a non-agricultural use?

No farmland would be affected.

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No agricultural zoning or Williamson Act contracts exist at the campus.

c) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?

No conversion of farmland would occur.

Sources of Information: 4

III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?

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b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

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c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

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d) Expose sensitive receptors to substantial pollutant concentrations?

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e) Create objectionable odors affecting a substantial number of people?

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a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

The project would not affect population or vehicle travel forecasts used to develop the latest clean air plans.

b) Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Carbon monoxide is the criteria air pollutant that could affect local sensitive receptors. Monitored carbon monoxide concentrations measured in San Rafael are well below health-based ambient air quality standards. Because San Rafael is more urbanized than Kentfield, carbon monoxide concentrations are expected to be lower near the project. The Program EIR found that project increases in traffic would not trigger the Bay Area Air Quality Management District's (BAAQMD) screening thresholds for evaluating carbon monoxide concentrations at affected intersections. The project would not substantially affect traffic forecasts used in the Program EIR. Therefore, the conclusion of a less-than-significant impact is still valid.

c) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

The Program EIR evaluated changes to emissions of regional air pollutants associated with direct and indirect emissions from build out of the campus plan. These emissions were found to be well below the significance thresholds established by the BAAQMD; and therefore, less than significant. A diesel-powered emergency generator would be included as part of this project. The generator would be tested about once a month for about 30 minutes. Emissions associated with this testing would be minor and would not affect the conclusions of the Program EIR.

d) Would the project expose sensitive receptors to substantial pollutant concentrations?

The project would include a diesel-powered emergency generator that would be tested periodically. In addition to small amounts of criteria air pollutants, the generator would emit diesel particulate matter (DPM). The California Air Resources Board (CARB) has identified DPM as a toxic air contaminant and developed air toxic control measures (ACTM) to control emissions. This generator would be subject to
BAAQMD permitting requirements that incorporate the ATCMs. The BAAQMD would require that the generator include toxic best available control measures (TBACT) that reduces the emissions rates from the generator. In addition, the BAAQMD would evaluate health risks to ensure that the generator would not pose a significant cancer risk. The BAAQMD would not issue an Authority to Construct permit prior to making a final permit determination that the generator is in compliance. Installation of the generator in compliance with the BAAQMD permit requirements would result in a less than significant impact.

**Impact Air-1:** Construction activities would result in temporary emissions of dust (or PM_{10}) and DPM.

**Mitigation Measure Air-1:** The Program EIR evaluated these impacts and identified mitigation measures to reduce the impact to a less-than-significant impact. The project shall include implementation of Mitigation Measures Air-1a, Air-1b, and Air-2 from the Program EIR to reduce the impact of construction activities associated with this project to a less-than-significant level.

**Impact Air-2:** The proposed diesel-powered emergency generator at SMCP would emit diesel particulate matter (DPM) that would pose a health hazard if not adequately tested and permitted.

**Mitigation Measure Air-2:** The District shall ensure that the proposed diesel-powered emergency generator is permitted by the Bay Area Air Quality Management District (BAAQMD) and that an Authority to Construct permit is obtained from BAAQMD prior to the onset of any project construction.

e) **Would the project create objectionable odors affecting a substantial number of people?**

Construction activities would result in temporary odors from equipment exhaust that may be noticeable at times to nearby residences and users of the campus. However, these would be infrequent during construction, and would be less than significant.

**Sources of Information:** 2, 3, and 6

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IV. **BIOLOGICAL RESOURCES.** Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
b) **Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

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c) **Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

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d) **Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

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e) **Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

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f) **Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or State habitat conservation plan?**

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a) **Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

The new buildings would be in the vicinity of existing development and no major habitat modifications would occur. The project therefore would not affect candidate, sensitive, or special status species.

b) **Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

The new buildings would not affect any riparian habitat. The new SMCP is set back about 120 feet from the Corte Madera Creek channel and no habitat along this concrete channel would be affected.

c) **Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) Through direct removal, filling, hydrological interruption, or other means?**

No wetlands would be affected by either the SMCP or the Fine/Performing Arts Buildings.
d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No resident or migratory fish movement or wildlife corridors would be affected by the project. The project is located in a developed portion of the College of Marin campus.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The District is exempt from local land use regulations but tries to abide by relevant policies and ordinances whenever possible. Also, the Bond Spending Implementation Plan includes policies to protect native vegetation and to replant with native vegetation whenever possible.

The SMCP would require the removal of about 25 trees. These would include Bigleaf maples, ash, Coast live oaks, magnolias, walnut trees, olive trees, Japanese maples, a Valley oak, and Coast redwoods. A tree protection plan has been prepared to identify trees in the vicinity of the SMCP that would be protected. These include redwood trees and oak trees at the south end of the site, a variety of trees (oaks, manzanita, redwoods, linden trees, and Japanese maples) at the east end of the site, and a few trees at the north end of the site. For the west edge of the site, along Laurel Avenue, the protection plan includes protection of two existing Coast live oaks, an existing Cedar tree, four Sycamore trees, and three redwood trees. Review of the tree removal plan indicates that no trees in the immediate vicinity of Laurel Avenue would be removed.

The Fine/Performing Arts Buildings would require the removal of 37 mature trees. These would include oaks, lindens, prunus species, Japanese maples, persimmons, birch, magnolias, Coast redwoods, Douglas fir, cherry, cypress, loquat, and Bigleaf maples. Some of these are shown in Figure 2-4. Of the trees to be removed, many are mature trees with trunks ranging in size from 4.2 inches to 32 inches, measured in diameter breast height.

Of the total 62 trees to be removed, some would be native trees. A total of four Coast redwoods would be removed from the Fine Arts site and two Coast redwoods would be removed from the SMCP site. A total of two Coast live oaks and one Valley oak would be removed from the Fine Arts site and four Coast live oaks and one Valley oak would be removed from the SMCP site. Thus, a total of 14 native trees would be removed for construction of the project.

**Impact Biology-1:** Mature trees, some of which are native trees, would be removed for the construction of the SMCP and the Fine/Performing Arts Buildings. New landscaping would be planted.

**Mitigation Measure Biology-1:** Refer to Mitigation Measure Aesthetics-2.
f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or State habitat conservation plan?

The project would not conflict with any Habitat Conservation Plan or other such plan.

Sources of Information: 1, 2, 3, 6, and 7

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V. CULTURAL RESOURCES. Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

d) Disturb any human remains, including those interred outside of formal cemeteries?

a) Would the project cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

The Program EIR thoroughly evaluated historic features on the Kentfield campus and mitigation measures were recommended.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Potential impacts on archaeological resources were also documented in the Program EIR and mitigation measures were adopted by the District. Archaeological resources have been found on the campus and additional unknown resources may be uncovered during construction.

Impact Cultural-1: The project has the potential to affect archaeological resources on the Kentfield campus.

Mitigation Measure Cultural-1: The project shall comply with Mitigation Measure Cultural-2a, Cultural-2b, and Cultural-3 of the Program EIR.
c) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No paleontological resources would be affected by the project.

d) Would the project disturb any human remains, including those interred outside of formal cemeteries?

Refer to (b) above.

Sources of Information: 2

VI. GEOLOGY AND SOILS. Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

ii) Strong seismic ground shaking?

iii) Seismic-related ground failure, including liquefaction?

iv) Landslides?

b) Result in substantial soil erosion or the loss of topsoil?

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

a) Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42; ii) Strong seismic ground shaking; iii) Seismic-related ground failure, including liquefaction; iv) Landslides?

The project site is not located within an Alquist-Priolo Earthquake Fault Zone and rupture of a known earthquake fault would not occur at the site. However, strong ground shaking could occur at the site due to the presence of the nearby San Andreas Fault and other active faults. Landslides are not expected at the site due to the level terrain. Liquefaction potential in the vicinity of the SMCP is low to moderate. Liquefaction for the Fine Arts/Performing Arts site is low. The project would be required to abide by all recommendations of the geotechnical report and no additional mitigation measures would be considered necessary.

Impact Geology-1: The new buildings could be subject to strong ground shaking and liquefaction during an earthquake, which could damage proposed structures.

Mitigation Measure Geology-1: The project shall comply with Mitigation Measures Geology-1a through Geology-1c of the Program EIR related to geotechnical investigations and compliance with the Uniform Building Code.

b) Would the project result in substantial soil erosion or the loss of topsoil?

The potential for soil erosion was addressed in the Program EIR and identified as a potentially significant impact due to the amount of ground disturbance for new construction.

Impact Geology-2: Soil erosion or the loss of topsoil could occur during construction, particularly during storms.

Mitigation Measure Geology-2: The project shall comply with Mitigation Measure Geology-2 of the Program EIR related to preparation of an Erosion Control and Storm Water Pollution Prevention Plan prior to the onset of demolition, site grading, or construction.
c) *Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*

Refer to (a) above.

d) *Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*

Refer to (a) above. No additional mitigation measures would be necessary. The geotechnical reports completed for the projects showed that soils on both sides were not expansive.

e) *Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?*

No septic systems are proposed for the project.

*Sources of Information: 2, 4, 9, and 10*

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VII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?
### Table

| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? |
| f) For a project located within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? |
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? |
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### Question

**a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?**

Both construction of the project and long-term use of the proposed buildings would involve routine transport, use, and disposal of hazardous materials. Hazardous materials related to demolition were thoroughly evaluated in the Program EIR and are not addressed herein.

During project operation, hazardous materials may be used and hazardous waste may be generated. For example, students' using laboratories in the proposed SMCP may use hazardous materials and generate hazardous waste. The District maintains a Hazardous Materials Business Plan that includes safety information for all labs on both the Kentfield and Indian Valley campuses (Lacy, 2008). See also (b) below.

**Impact Hazards-1:** The routine transportation, use, or disposal of hazardous materials associated with the project could result in hazardous conditions.

**Mitigation Measure Hazards-1:** The project shall comply with Mitigation Measures Hazards-1a through Hazards-11 of the Program EIR, which address hazardous materials handling during construction and building operations.
b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Refer to (a) above. Project construction and operation of proposed new facilities, such as laboratories in the proposed SMCP, may result in the use of hazardous materials and generation of hazardous waste. An accident could result in release of these hazardous materials into the environment. This potential already exists in some campus buildings, such as the existing Science Building.

Section VIII, Hydrology and Water Quality, of this Initial Study includes mitigation measures for accidental release of hazardous materials during construction, as related to the implementation of a Stormwater Pollution Prevention Plan (SWPPP). These mitigation measures include implementation of best management practices for preventing the discharge of construction-related pollutants such as diesel fuel, hydraulic oil, lead-based paint, concrete, and asbestos to the environment. Implementation of Mitigation Measures Hazards-1a through Hazards-1i of the Program EIR would also reduce hazards associated with accidents.

**Impact Hazards-2:** An accidental hazardous materials release could occur on the Kentfield campus with construction and operation of the project, as with current campus operations.

*Mitigation Measure Hazards-2:* The project shall comply with Mitigation Measures Hazards-2a and Hazards-2b of the Program EIR, which address procedures for handling hazardous materials releases.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Two schools are located near the Kentfield campus: Adeline E. Kent Middle School located within 0.1 mile of the Kentfield campus and the Anthony B. Bacich Elementary School located 1/4-mile east of the campus. Adeline E. Kent School is within the ¼-mile radius identified in the significance criterion. Provided that mitigation measures are implemented as recommended under (a) and (b) above, the proposed project is not expected to emit hazardous emissions or handle acutely hazardous materials, substances, or waste significantly above the level that currently exists, and nearby schools would not be affected.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

The campus is not a listed hazardous materials site.
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

The site is not within an airport land use plan or in the vicinity of any airport.

f) For a project located within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

Refer to (e) above.

g) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

With implementation of mitigation measures recommended in Section XIII, Public Services, the proposed project would not be expected to interfere with any emergency response plan. The addition of a bridge across Corte Madera Creek – an improvement project that is proceeding separately from the proposed SMCP and Fine/Performing Arts Buildings evaluated in this Initial Study – may facilitate emergency response on the campus. See further discussion in Section XIII, Public Services.

h) Would the project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

The campus is surrounded by urban land uses and therefore the threat of wildland fires is low. The availability of fire emergency response is addressed under Section XIII, Public Services, below.

Sources of Information: 1, 2, and 5

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<th>VIII. HYDROLOGY AND WATER QUALITY. Would the project:</th>
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<td>a) Violate any water quality standards or waste discharge requirements?</td>
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b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

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c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

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d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

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e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

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f) Otherwise substantially degrade water quality?

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g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

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h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

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i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding of as a result of the failure of a levee or dam?

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j) Inundation by seiche, tsunami, or mudflow?

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a) **Would the project violate any water quality standards or waste discharge requirements?**

The project would not violate water quality standards or waste discharge requirements. Each new building would have a Storm Water Pollution Prevention Plan (SWPPP) developed to ensure that water quality damage would not occur during construction when sediment-laden runoff could occur during storm events. Refer to (e) below.

b) **Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level** (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?
No new groundwater supplies would be used for the project. Some groundwater is currently used for landscaping of the campus, but the demand for groundwater for such use is not anticipated to increase.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

Grading would occur, primarily for the SMCP site, which has varied terrain. No major increase in impervious surface area would occur because both new buildings would be developed in areas already built up with existing buildings, paved pathways, or minor landscaping. The need for a SWPPP is addressed under (e) below.

d) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Refer to (c) above.

e) Would the project create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

As discussed in the Program EIR, the new construction could result in soil erosion, sedimentation, and other effects on water quality. Ground would be disturbed and soil would be exposed to increased erosion from storm water runoff, site watering, and wind.

**Impact Hydrology-1:** Project construction could result in increased soil erosion, sedimentation, and other effects on water quality.

*Mitigation Measure Hydrology-1:* The project shall comply with Mitigation Measures Hydrology-1a, Hydrology-1b, Hydrology-2a, Hydrology-2b, and Hydrology-3 of the Program EIR related to preparation of a Storm Water Pollution Prevention Plan (SWPPP), implementation of best management practices, use of bioswales, and use of energy dissipators at creek outfalls to minimize erosion.

f) Would the project otherwise substantially degrade water quality?

Refer to (e) above.

g) Would the project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

No housing would be included in the proposed project.
h) Would the project place within a 100-year flood hazard area structures which would impede or redirect flood flows?

No new structures would be located within the 100-year floodplain as part of the project. The existing Science Building that is located within the 100-year floodplain would be removed.

i) Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding of as a result of the failure of a levee or dam?

The project would not result in an increased hazard related to flooding. The new SMCP would allow relocation of all uses currently in the existing Science Building, which is located within the 100-year floodplain. The new SMCP and Fine/Performing Arts Buildings would not be within the 100-year floodplain.

j) Inundation by seiche, tsunami, or mudflow?

No seiche, tsunami, or mudflows would affect campus development.

Sources of Information: 1, 2, 3, and 4

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<th>IX. LAND USE AND PLANNING. Would the project:</th>
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<th>a) Physically divide an established community?</th>
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<td>b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?</td>
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<td>c) Conflict with any applicable habitat conservation plan or natural community conservation plan?</td>
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a) Would the project physically divide an established community?

The project would occur on the existing campus of the College of Marin and would not divide an established community.
b) Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

The site is within the jurisdiction of Marin County. The project would comply with the County's General Plan designation and zoning for the site. The County's General Plan designation is "Public Facility" (PF) and the zoning is also "Public Facility" for the area of the campus where the project would occur. The project would be compatible with policies of the Marin Countywide Plan and the Kentfield/Greenbrae Community Plan. Potential indirect impacts related to traffic are addressed in Section IV, Transportation, of this Initial Study.

c) Would the project conflict with any applicable habitat conservation plan or natural community conservation plan?

No habitat conservation plan or other similar plan applies to the project site.

Sources of Information: 1, 2, and 3

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<td>X. MINERAL RESOURCES. Would the project:</td>
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<td>a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?</td>
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<td>b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?</td>
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a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?

No mineral resources have been mapped at the project site.

b) Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Refer to (a) above.

Sources of Information: 2
XI. NOISE. Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

a) Would the project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Marin County considers exterior noise levels of 60 dBA L_{dn} or less to be compatible with institutional land uses. Based on the results of the noise monitoring survey, existing traffic noise levels would exceed 60 dBA L_{dn} within about 170 feet from the center of Sir Francis Drake Boulevard. Under Year 2013 conditions, traffic noise levels were calculated to increase by less than 1 dBA above existing noise levels. A portion of the proposed Fine Arts Building would be exposed to noise levels of 60 dBA L_{dn} or higher. Outdoor areas located along Sir Francis Drake Boulevard and College Avenue would also be exposed to noise levels exceeding 60 dBA L_{dn}. Interior noise levels within noise sensitive uses inside the Fine Arts Building could be controlled through the use of closed windows and forced-air mechanical ventilation. With windows in the closed position, interior noise levels would be acceptable.

Impact Noise-1: A portion of the Fine Arts Building would be exposed to noise levels of 60 dBA L_{dn} or higher which could impact occupants.
Mitigation Measure Noise-1: Forced-air mechanical ventilation shall be provided to the Fine Arts Building to ensure that interior noise levels are maintained at acceptable levels.

b) Would the project result in exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?

The construction of the project may generate perceptible vibration when heavy equipment or impact tools (e.g. jackhammers, pile drivers) are used in the vicinity of nearby sensitive land uses. Distinctly perceptible groundborne vibration could be generated by heavy tracked vehicles (e.g., bulldozers or excavators) when this equipment operates within approximately 25 feet of sensitive land uses. Impact pile drivers can generate distinctly perceptible groundborne vibration at distances up to about 100 feet. However, pile drivers are not expected to be used for either the SMCP or Fine/Performing Arts Building. Residential land uses bordering the site would not likely be subject to excessive vibration levels over extended periods of time given the limited work anticipated in these areas. Groundborne vibration generated by construction activities would not be expected to result in cosmetic or structural damage. This is a less-than-significant impact.

c) Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

The operation of mechanical equipment at the Central Plant (part of SMCP) could result in a substantial permanent increase in ambient noise levels at nearby off-campus neighbors. The Central Plant would include pumps within the proposed building and other redundant equipment (emergency generator and cooling tower) to serve as back-ups in case of a power failure or a failure of the geothermal system. The proposed pumps are located within the proposed building and would not be a significant source of community noise. The operation of the pumps would be inaudible at nearby residences. The exterior mounted emergency generator and cooling tower would be situated inside the screened-in service yard. Noise levels resulting from the infrequent operation of the emergency generator are calculated to be about 55 dBA at the nearest receivers (approximately 100 feet). The emergency generator would be tested once a month for approximately half an hour and during emergencies. The cooling tower would generate noise levels of about 52 dBA at a distance of 100 feet during operation. The infrequent operation of this equipment would not result in a substantial permanent noise increase at nearby residences. However, to reduce the potential for annoyance if this equipment were to operate during sensitive time periods, the following additional mitigation measures are proposed.

Impact Noise-2: If the Central Plant equipment were operated during sensitive time periods (i.e., early morning or nighttime hours), neighbors on Laurel Avenue could be affected.

Mitigation Measure Noise-2: The District shall construct a 6-foot sound wall at the perimeter of the service yard that interrupts the sound path between the emergency generator and cooling tower to nearby residences along Laurel Avenue. Generator testing activities shall occur between 10:00 AM and 2:00 PM.
d) Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Construction of the SMCP would occur within about 100 feet of the nearest sensitive uses along Laurel Avenue. Average noise levels at this distance would typically range from 70 to 80 dBA during busy construction periods. These noise levels drop off at a rate of about 6 dBA per doubling of distance between the noise source and receptor. Construction activities associated with the Fine Arts Building would occur approximately 340 feet from the nearest receivers along Laurel Avenue. The intervening Performing Arts Building would provide at least 10 dBA of shielding, and construction noise levels associated with the Fine Arts Building would range from approximately 49 to 59 dBA at the nearest residences to the northwest. During construction of the SMCP, noise levels would typically be elevated by 10 to 20 dBA. If pile driving is required, construction noise levels could at times be 40 dBA above ambient conditions. On-campus buildings, outdoor areas, and residences would be intermittently exposed to high levels of noise (75 to 85 dBA) throughout the construction period.

Typically, significant noise impacts do not result when standard construction noise control measures are enforced at the project site and when the duration of the noise generating construction period is limited to one construction season (typically one year) or less. Noise generated by grading, infrastructure improvements, and the construction of building shells would not be expected to occur for periods greater than one year. To reduce noise levels from construction, a series of best practices are provided.

Impact Noise-3: Construction-related noise could create short-term impacts for nearby residents.

*Mitigation Measure Noise-3a:* Construction equipment shall be well maintained and used judiciously to be as quiet as practical.

*Mitigation Measure Noise-3b:* The District shall limit construction activities to daytime hours between 7:00 AM and 5:00 PM Monday through Friday and between 9:00 AM and 5:00 PM on Saturdays. Construction activities are prohibited on Sundays and Holidays. Loud noise-generating construction-related equipment (e.g., backhoes, generators, jackhammers) shall be maintained, operated, or serviced at the construction site only from 8:00 AM to 5:00 PM Monday through Friday.

*Mitigation Measure Noise-3c:* To the extent feasible, the District shall route construction truck traffic to campus construction sites via Sir Francis Drake Boulevard and College Avenue, avoiding the residential portions of Laurel Avenue and Kent Avenue and other streets.

*Mitigation Measure Noise-3d:* The District shall construct solid plywood fences around construction sites adjacent to residences or noise-sensitive campus areas and buildings.

*Mitigation Measure Noise-3e:* The District shall ensure that project contractors utilize ‘quiet’ models of air compressors and other stationary noise sources where technology exists.
Mitigation Measure Noise-3f: Project contractors shall equip all internal combustion engine-driven equipment with mufflers which are in good condition and appropriate for the equipment.

Mitigation Measure Noise-3g: The District shall locate all staging areas, stationary noise-generating equipment, such as air compressors and portable power generators, as far away as possible from residences or noise-sensitive campus areas and buildings.

Mitigation Measure Noise-3h: Project contractors shall prohibit all unnecessary idling of internal combustion engines, and this shall be in project specifications.

Mitigation Measure Noise-3i: The District shall notify all adjacent residences, and campus staff and students of the construction schedule in writing or by posting signs, and shall designate a disturbance coordinator, responsible for responding to complaints about construction noise. The name and telephone number of the disturbance coordinator shall be posted at the construction site and made available to adjacent residents.

Mitigation Measure Noise-3j: The District shall prohibit construction worker's radios (etc.) from being audible beyond the limits of the construction site, and shall include this measure in project specifications.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

The project site is not located within 2 miles of an airport or within an airport land use plan area and would not be exposed to excessive noise from aircraft.

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

Refer to (e) above.

Sources of Information: 2, 3, and 6
XII. POPULATION AND HOUSING. Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

a) Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The project would not result in substantial growth in the area. As part of the adopted Bond Spending Implementation Plan, the project would help enable the College of Marin to continue to provide for the community college needs of the surrounding Marin County communities. The area around the campus is currently developed and no new major development of the surrounding area is anticipated.

b) Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

No housing would be displaced as a result of the project.

c) Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

See (b) above.

Sources of Information: 1 and 2
XIII. PUBLIC SERVICES.

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

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a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Fire protection, police protection, schools, parks, other public facilities?

The demand for fire protection services may increase during the proposed demolition of the Fine Arts, DSPS, Dance/Landscape, and Dickson Hall buildings, when large building areas would be affected and utility lines may be accidentally disturbed. The proposed construction of the SMCP and Fine/Performing Arts buildings could affect both police and fire service access to the site. Ultimately, the proposed project could improve emergency conditions in this part of the campus. For example, the proposed demolition of the existing Dance/Landscape and Dickson Hall buildings could improve emergency access, as the Kentfield Fire Protection District (KFPD) fire chief has noted that emergency access at these existing buildings is poor (Marin Community College District, 2007).

The project would not result in the need for construction of any new public service facilities. The project would not result in the need for new or altered schools, parks, or other facilities.

Impact Services-1: Building demolition, construction, and renovation proposed by the project could temporarily interfere with emergency access to portions of the campus.
Mitigation Measure Services-1: The Marin Community College District shall coordinate construction plans with the Kentfield Fire Protection District, and Marin Community College Police Department (as well as the Larkspur Fire Department and Twin Cities Policy Authority, for plans for construction staging in the Larkspur Annex area) to ensure that emergency access is adequate during project construction.

Impact Services-2: Depending on final site and building designs, existing emergency access problems on the campus could continue.

Mitigation Measure Services-2: The Marin Community College District shall coordinate final site and building plans with the Kentfield Fire Protection District and Marin Community College Police Department to ensure that long-term emergency access to structures and fire hydrants is adequate.

Sources of Information: 1 and 2

XIV. RECREATION.

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?  

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b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?  

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

The project would not be expected to result in increased use of existing neighborhood or regional parks. The College provides its own recreational facilities and these would continue to be used by students, faculty, and staff.
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

The project does not include recreational facilities and would not require construction or expansion of recreational facilities.

Sources of Information: 1 and 2

XV. TRANSPORTATION/TRAFFIC. Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?

b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency or designated roads or highways?

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

e) Result in inadequate emergency access?

f) Result in inadequate parking capacity?

g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?

a) Would the project cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?

Potential impacts to the street system resulting from increased enrollment anticipated at the Kentfield campus following completion of the Implementation Plan were evaluated in the Program EIR. Enrollment at the Kentfield campus is anticipated to increase by 6 percent by the time the Implementation Plan is completed, which would cause in increase in traffic to and from the campus. As
described in the Program EIR, the increased student enrollment (and including a corresponding increase in the number of faculty and employees) is forecasted to generate 56 motor vehicle trips during the AM peak hour, 45 vehicle trips during the PM peak hour, and 928 daily vehicle trips, upon completion of the Implementation Plan. Based on that level of traffic generation, impacts to study intersections and roadways accessing campus were found to be less than significant.

During construction, an increase in traffic on area roadways would result from construction traffic to and from the campus; this would include construction employees (traveling to and form the site each day) and construction-related deliveries. The increase in vehicle trips during construction would be less than the amount of traffic evaluated in the Program EIR. Construction activities would occur between 2009 and 2011 and would not exceed the following thresholds:

- No more than 100 construction employees are anticipated on site at any one time during periods of construction. Based on that level of staffing, trips generated by construction employees traveling to and from the site each day would be less than 200 daily vehicle trips. Since construction would begin at 7:00 AM each weekday, inbound trips by construction workers will generally occur prior to the AM peak hour. Afternoon shifts by construction workers would generally end at 3:30 PM and would be anticipated to avoid the PM peak hour.

- No more than an average of four deliveries per day would be anticipated to and from the construction site during construction. Deliveries of construction materials would be scheduled to occur between the hours of 7:00 AM and 3:30 PM, thus avoiding the AM and PM peak hours.

Construction staging would occur in Parking Lots 4 and 9, as well as the Larkspur Annex. Internal circulation (including the movement of construction materials and vehicles from Parking Lot 9 to and from the building sites) would be accommodated by the new bridge to be constructed over Corte Madera Creek.

For the reasons described above, increased traffic would be less than significant, and no mitigation is required.

b) Would the project exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency or designated roads or highways?

As described in (a) above, the project would not exceed the level of traffic evaluated in the Program EIR. The Program EIR found that impacts to congestion management agency facilities would be less than significant. Furthermore, since fewer than 100 peak hour trips would be generated, the project is exempt from the requirements of the CMP land use analysis program.

c) Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

The Kentfield campus is not located near a major airport and the project would have no impact on air traffic patterns.
d) **Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

The Program EIR found that completion of the Implementation Plan would not substantially increase hazards due to a design feature. However, the Program EIR found that, if not properly planned and monitored, ongoing construction could result in hazardous conditions for vehicle, pedestrian and bicycle travel on campus. Therefore, this impact is potentially significant.

The following impact statements and mitigation measures included in the Program EIR would apply to the currently proposed project.

**Impact Transportation-1:** Ongoing campus construction may affect vehicle, bicycle and pedestrian circulation within campus and on adjoining streets.

**Mitigation Measure Transportation-1:** The District shall develop a Construction Management Plan (CMP) prior to commencement of any construction activities. The CMP should include:

- Location of construction staging and a description of the level and type of construction-related traffic.
- Identification of all construction hauling and delivery routes.
- A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure procedures; signs, cones, and other warning devices for drivers; and designation of construction access routes.
- Provision of dedicated parking for all construction employees, site visitors, and inspectors.
- Description of the number of construction employees during individual project phases, and hours of arrival of departure for those employees, and a forecast of the number of peak hour and daily trips to be generated by construction employees.
- Provisions to remove construction-related debris.
- Designated pedestrian and bicycle facilities around the construction and staging areas.
- Description of measures to avoid impacts to adjoining streets and transit facilities (including bus stop locations) near campus.

*The combination of the above elements in a CMP would reduce the impact to a less-than-significant level.*

See Appendix D for the proposed Construction Management Plan.

**e) Would the project result in inadequate emergency access?**

Impacts to emergency access resulting from restricted access to portions of campus during periods of construction are potentially significant.
Impact Transportation-2: Refer to Impact Services-1.

Mitigation Measure Transportation-2: Refer to Mitigation Measure Services-1 of this Initial Study.

f) Would the project result in inadequate parking capacity?

The Program EIR evaluated parking supply and demand, and found that upon completion of the Implementation Plan, parking capacity would exceed demand by over 600 spaces. The supply of parking spaces would be temporarily reduced during construction of the project, resulting in a temporary elimination of no more than 500 spaces, due to the need to temporarily close all or a portion of some parking lots to allow for construction staging and/or parking of construction employees' vehicles. Given the excess supply described in the Program EIR, the remaining parking supply will be adequate to accommodate parking demand.

g) Would the project conflict with adopted polices, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?

The Program EIR found that the Implementation Plan would not result in significant impacts to plans or programs supporting alternative transportation. Improvements resulting from the project would include new and upgraded paths on campus that would facilitate travel for pedestrians and bicyclists.

Sources of Information: 2 and 3

XVI. UTILITIES AND SERVICE SYSTEMS. Would the project:

| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? |
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| ☐ | ☐ | ☐ | ☐ |

| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? |
|---|---|---|---|
| Potentially Significant Impact | Potentially Significant unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
| ☐ | ☐ | ☐ | ☐ |

| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? |
|---|---|---|---|
| Potentially Significant Impact | Potentially Significant unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
| ☐ | ☐ | ☐ | ☐ |

| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? |
|---|---|---|---|
| Potentially Significant Impact | Potentially Significant unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
| ☐ | ☐ | ☐ | ☐ |
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?

Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact
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f) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?

Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact
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g) Comply with federal, State, and local statutes and regulations related to solid waste?

Potentially Significant Impact | Potentially Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact
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a) **Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?**

The project is not expected to cause exceedance of Regional Water Quality Control Board wastewater treatment requirements. The project is not anticipated to result in significant increased demand for wastewater treatment. When the site for the new SMCP is prepared, the original flow direction for wastewater needs to be redirected around this project in a system of new wastewater lines. The new buildings proposed by the project are expected to include water conservation measures that would help minimize wastewater generation.

As discussed in the Program EIR, existing nearby wastewater pipelines and the wastewater treatment plant would have sufficient capacity to handle development under the Bond Spending Implementation Plan, of which the project is a part.

b) **Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**

Refer to (a) above. The project is not expected to create a need for new or expanded water or wastewater treatment facilities. The project is not anticipated to result in significant increased demand for water or wastewater treatment services provided by the Marin Municipal Water District (MMWD) or Ross Valley Sanitary District (RVSD), respectively. The new buildings proposed by the project are expected to include water conservation measures that would help minimize water demand and wastewater generation.

The new buildings proposed by the project would include water efficiency measures that should provide water savings of up to 30 percent. This would be achieved by using waterless urinals, dual flush toilets, and low-flow faucets for sinks and showers. Higher efficiencies of new heating, ventilation, and air conditioning (HVAC) equipment would also reduce the creation of condensate and cooling water needs.
c) Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

The District plans to have two detention basins in the vicinity of the new pedestrian West Bridge just south of the SMCP. New storm drain lines will be constructed to carry runoff from the SMCP area and Fine/Performing Arts sites to these detention basins where water will be temporarily held during storm events and eventually discharged to Corte Madera Creek via an inlet. No significant impacts from the detention basins are anticipated and water quality would be improved by the ability of the basins to reduce sediments going into Corte Madera Creek.

d) Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

The project would not result in a need for new or expanded water supply entitlements. Also, as already noted, the new buildings proposed by the project are expected to include water conservation measures that would help minimize water demand. As discussed in the Program EIR, MMWD consumption records indicate that the College of Marin's water use has declined steadily in recent years and is only about one-half of the College's annual water entitlement of 111.67 acre-feet. For this reason, MMWD expects to absorb the anticipated increase in water use caused by development under the Bond Spending Implementation Plan, of which the project is a part, with little impact on facilities or supplies.

e) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Refer to (a) above. As discussed in the Program EIR, existing nearby wastewater pipelines and the wastewater treatment plant would have sufficient capacity to handle development under the Bond Spending Implementation Plan, of which the project is a part.

f) Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

Both construction of the project and long-term use of the proposed buildings would generate solid waste that would require disposal.

The Program EIR concluded that long-term operations under the Bond Spending Implementation Plan would not generate substantial additional solid waste requiring landfill disposal, since ultimately the campus building area would decrease and student enrollment would increase only slightly. This conclusion also applies to the currently proposed project, which is a part of the Implementation Plan. The currently proposed project would renovate the existing Performing Arts Building and replace other existing buildings with new buildings; while overall building area on the campus may increase after the project is constructed, this increase would only be temporary based on the overall Implementation Plan.
The project’s main solid waste impact would be the significant amount of construction debris that would be generated during the proposed building demolition and new building construction. However, the Bond Spending Implementation Plan, of which the proposed project is a part, contains design guidelines stating that a minimum of 50 percent of construction waste will be recycled, that demolition material will be evaluated for reuse, and that cut and fill will be equalized to reduce soil transport and landfill costs. As discussed in the Program EIR, demolition debris recyclers have indicated that they would be able to handle recyclable material generated by building demolition and renovation on the campus, and Redwood Landfill staff have indicated that the landfill would have adequate space to accept the remaining demolition debris. The Program EIR therefore concluded that development under the Bond Spending Implementation Plan would have a less-than-significant impact on landfill capacity. This conclusion also applies to the currently proposed project, which is a part of the Implementation Plan.

**g) Would the project comply with federal, State, and local statutes and regulations related to solid waste?**

The project is not expected to cause any conflicts with federal, State, or local statutes and regulations related to solid waste. The Marin Community College District, while exempt from local land use controls, would review regulations such as Marin County’s Waste Management Plan (WMP) and construction debris recycling requirements and determine if compliance is feasible. As described under (f) above, in accordance with the Bond Spending Implementation Plan design guidelines, the project would recycle at least 50 percent of the anticipated construction waste, meeting Marin County’s requirement for a recycling rate of at least 50 percent.

**Sources of Information: 1 and 2**
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

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c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

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a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

No significant biological impacts would occur, assuming implementation of the recommended mitigation measures regarding native trees.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

No major projects are proposed in the vicinity of the campus that would result in significant cumulative impacts. Cumulative impacts related to all campus development from the Bond Spending Implementation Plan were addressed in the Program EIR. This Program EIR is incorporated herein by reference.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

No direct or indirect substantial adverse effects of on human beings would occur with implementation of the recommended mitigation measures.

Sources of Information: 1, 2, and 3
APPENDIX A
APPLICANT’S APPROVAL OF MITIGATION MEASURES

Mitigation Measure Aesthetics-1: New landscaping at the Fine Arts Building shall not encroach into the viewshed toward Mount Tamalpais, as seen from Circle Drive. New landscaping on the south side of the building shall be deciduous and shall be in immediate proximity to the building to prevent interruption of views toward the mountain from this important pedestrian gateway to the campus.

Mitigation Measure Aesthetics-2: A total of 32 native trees shall be planted on the campus to replace the 16 native trees lost by construction, to provide a replanting ratio of 2:1. These trees shall be planted from 15-gallon containers or larger and shall be monitored for the first three years of growth to ensure survival.

Mitigation Measure Air-1: The Program EIR evaluated these impacts and identified mitigation measures to reduce the impact to a less-than-significant impact. The project shall include implementation of Mitigation Measures AIR-1a, AIR-1b, and AIR-2 from the Program EIR to reduce the impact of construction activities associated with this project to a less-than-significant level.

Mitigation Measure Air-2: The District shall ensure that the proposed diesel-powered emergency generator is permitted by the Bay Area Air Quality Management District (BAAQMD) and that an Authority to Construct permit is obtained from BAAQMD prior to the onset of any project construction.

Mitigation Measure Biology-1: Refer to Mitigation Measure Aesthetics-2.

Mitigation Measure Cultural-1: The project shall comply with Mitigation Measure Cultural-2a, Cultural-2b, and Cultural-3 of the Program EIR.

Mitigation Measure Geology-1: The project shall comply with Mitigation Measures Geology-1a through Geology-1c of the Program EIR related to geotechnical investigations and compliance with the Uniform Building Code.

Mitigation Measure Geology-2: The project shall comply with Mitigation Measure Geology-2 of the Program EIR related to preparation of an Erosion Control and Storm Water Pollution Prevention Plan prior to the onset of demolition, site grading, or construction.

Mitigation Measure Hazards-1: The project shall comply with Mitigation Measures Hazards-1a through Hazards-1i of the Program EIR, which address hazardous materials handling during construction and building operations.

Mitigation Measure Hazards-2: The project shall comply with Mitigation Measures Hazards-2a and Hazards-2b of the Program EIR, which address procedures for handling hazardous materials releases.
Mitigation Measure Hydrology-1: The project shall comply with Mitigation Measures Hydrology-1a, Hydrology-1b, Hydrology-2a, Hydrology-2b, and Hydrology-3 of the Program EIR related to preparation of a Storm Water Pollution Prevention Plan (SWPPP), implementation of best management practices, use of bioswales, and use of energy dissipators at creek outfalls to minimize erosion.

Mitigation Measure Noise-1: Forced-air mechanical ventilation shall be provided to the Fine Arts Building to ensure that interior noise levels are maintained at acceptable levels.

Mitigation Measure Noise-2: The District shall construct a 6-foot sound wall at the perimeter of the service yard that interrupts the sound path between the emergency generator and cooling tower to nearby residences along Laurel Avenue. Generator testing activities shall occur between 10:00 AM and 2:00 PM.

Mitigation Measure Noise-3a: Construction equipment shall be well maintained and used judiciously to be as quiet as practical.

Mitigation Measure Noise-3b: The District shall limit construction activities to daytime hours between 7:00 AM and 5:00 PM Monday through Friday and between 9:00 AM and 5:00 PM on Saturdays. Construction activities are prohibited on Sundays and Holidays. Loud noise-generating construction-related equipment (e.g., backhoes, generators, jackhammers) shall be maintained, operated, or serviced at the construction site only from 8:00 AM to 5:00 PM Monday through Friday.

Mitigation Measure Noise-3c: To the extent feasible, the District shall route construction truck traffic to campus construction sites via Sir Francis Drake Boulevard and College Avenue, avoiding the residential portions of Laurel Avenue and Kent Avenue and other streets.

Mitigation Measure Noise-3d: The District shall construct solid plywood fences around construction sites adjacent to residences or noise-sensitive campus areas and buildings.

Mitigation Measure Noise-3e: The District shall ensure that project contractors utilize 'quiet' models of air compressors and other stationary noise sources where technology exists.

Mitigation Measure Noise-3f: Project contractors shall equip all internal combustion engine-driven equipment with mufflers which are in good condition and appropriate for the equipment.

Mitigation Measure Noise-3g: The District shall locate all staging areas, stationary noise-generating equipment, such as air compressors and portable power generators, as far away as possible from residences or noise-sensitive campus areas and buildings.

Mitigation Measure Noise-3h: Project contractors shall prohibit all unnecessary idling of internal combustion engines, and this shall be in project specifications.
Mitigation Measure Noise-3j: The District shall notify all adjacent residences, and campus staff and students of the construction schedule in writing or by posting signs, and shall designate a disturbance coordinator, responsible for responding to complaints about construction noise. The name and telephone number of the disturbance coordinator shall be posted at the construction site and made available to adjacent residents.

Mitigation Measure Noise-3j: The District shall prohibit construction worker's radios (etc.) from being audible beyond the limits of the construction site, and shall include this measure in project specifications.

Mitigation Measure Services-1: The Marin Community College District shall coordinate construction plans with the Kentfield Fire Protection District, and Marin Community College Police Department (as well as the Larkspur Fire Department and Twin Cities Policy Authority, for plans for construction staging in the Larkspur Annex area) to ensure that emergency access is adequate during project construction.

Mitigation Measure Services-2: The Marin Community College District shall coordinate final site and building plans with the Kentfield Fire Protection District and Marin Community College Police Department to ensure that long-term emergency access to structures and fire hydrants is adequate.

Mitigation Measure Transportation-1: The District shall develop a Construction Management Plan (CMP) prior to commencement of any construction activities. The CMP should include:

- Location of construction staging and a description of the level and type of construction-related traffic.
- Identification of all construction hauling and delivery routes.
- A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure procedures; signs, cones, and other warning devices for drivers; and designation of construction access routes.
- Provision of dedicated parking for all construction employees, site visitors, and inspectors.
- Description of the number of construction employees during individual project phases, and hours of arrival of departure for those employees, and a forecast of the number of peak hour and daily trips to be generated by construction employees.
- Provisions to remove construction-related debris.
- Designated pedestrian and bicycle facilities around the construction and staging areas.
- Description of measures to avoid impacts to adjoining streets and transit facilities (including bus stop locations) near campus.

Mitigation Measure Transportation-2: Refer to Mitigation Measure Services-1 of this Initial Study.
The above mitigation measures shall be implemented as part of the proposed project.

Signature  

[Signature]

Date  

9/8/08

Board of Trustees Secretary
APPENDIX B
ELEVATIONS FOR SMCP AND FINE ARTS BUILDINGS
APPENDIX C
PLANT SCHEDULE
### PLANTING SCHEDULE

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### PLANTING SYMBOLS

Appendix C

SOURCE: RHA, 2008
APPENDIX D
DRAFT CONSTRUCTION MANAGEMENT PLAN

Mitigation Measures Transportation (DRAFT)
The Bond Program consists of several projects. The dynamics of the campus will be continuously
tested by new challenges as the projects evolve. Access routes, staging areas, parking, traffic patterns,
pedestrian facilities will be subject to changes that can only be captured in general terms. New
challenges will have to be addressed as they occur. For that reason the District is relying on maps of
the Campus that are being developed with every new project or phase of a project that requires
substantial changes in any of the aforementioned categories. These “Staging Plans” are issued with
every new project. They clearly show the new work area, construction parking, staging areas, major
haul routes, disabled parking and other important facts that evolve from any new project. When more
than one project has a significant impact on college and outside operations the “Staging Plans” capture
the different areas and attempts to deal with them in such a manner that congestion and hauling routes
are clearly kept apart in and outside of the campus.

Significant input and thought goes into these “Staging Plans” as they need to address continued
Campus operations and outside traffic influences. With the onset of every new project and depending
on the time of the year, consideration must be given to issues that are particular for the season in
relationship to typical traffic categories in and outside of campus. At all times special consideration
must be given to emergency access. For that reason the District has developed a special relationship
with the local Fire District and discusses continuously changed conditions.

To develop a “Complete Management Plan” for the duration of the Program is not possible due to the
nature of these projects. As the Division of the State Architect determines, through their review cycles,
when a project is released the plans could be easily derailed by several months. To attempt to put this
in a known framework would not be effective. The Staging Plans provide the means of continuously
adapting to the changing conditions.

The two major projects, the new Science Math Power Plant Complex (SMPC) and the Fine Arts
Relocation (FA/PA), will be staged as follows:

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<td>Sir Francis Drake, Laurel Ave., Circle Dr., Magnolia Ave.</td>
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<tr>
<td>Bus Access for Pedestrian</td>
<td>SFD Blvd and College Ave.</td>
<td>SFD Blvd. and College Ave.</td>
</tr>
<tr>
<td>Planned Construction</td>
<td>October 2008 to June 2012</td>
<td>July 2009 to December 2011</td>
</tr>
<tr>
<td>Peak Construction</td>
<td>August 2009 to October 2011</td>
<td>November 2009 to June 2010</td>
</tr>
</tbody>
</table>
MEMORANDUM

Date: December 4, 2008

To: V-Anne Chernock, Director of Modernization

From: Amy Skewes-Cox, AICP

Re: Response to Comments on Initial Study for Science/Math/Central Plant (SMCP) and Fine/Performing Arts Buildings

The Initial Study for the SMCP and Fine/Performing Arts project identifies the likely environmental consequences of the project and recommends mitigation measures to reduce or eliminate significant impacts. A Notice of Completion (NOC) was issued for the proposed project on October 2, 2008 stating that an Initial Study had been completed and that a Mitigated Negative Declaration was recommended. All identified mitigation measures were agreed to by the District. The Initial Study was distributed to agencies and interested parties for a 28-day review period (Oct. 2-31, 2008), which was later extended to November 14, 2008 to allow more comment time.

As of November 14, 2008, a total of six comment letters had been received on the Initial Study. These are attached herein. These comment letters were from the following:

- State of California Governor’s Office of Planning and Research (OPR) (Exhibit 1)
- Marin County Department of Public Works, Traffic Operations Division (Exhibit 2)
- Marin Audubon Society (Exhibit 3)
- Cherilyn Gilboy and Patrick Haven, Kentfield, CA (Exhibit 4)
- Tom and Tricia Hall, Kentfield, CA (Exhibit 5)
- Patricia Russo and Wesley Huss, Kentfield, CA (Exhibit 6)

Exhibit 1: State OPR: The State OPR office stated that the Initial Study/Mitigated Negative Declaration had been circulated for review by State agencies and that no comment letters had been submitted.

Response to Exhibit 1: No response is needed for the OPR letter.

Exhibit 2: County Dept. of Public Works: Three main comments were addressed in this letter. They were: 1) pedestrian and vehicular conflicts; 2) increased trips and Level of Service (LOS) impacts to nearby intersections; and 3) limiting use of Kent Avenue.

Response to Exhibit 2: Comment No. 1: Commenter stated that the Initial Study does not address campus pedestrians and potential pedestrian/vehicle conflicts on adjacent streets such as Sir Francis Drake Boulevard and Circle Drive. In particular, the commenter recommends that physical barriers be installed to restrict pedestrian crossings to and from the bus stop on Sir Francis Drake Boulevard at the intersection with Circle Drive (the street name changes to Maple...
Avenue on the north side of Sir Francis Drake Boulevard). However, such measures cannot be required by this Initial Study since the project will not result in significant impacts requiring mitigation.

Neither the project nor the increased campus enrollment evaluated in the Program EIR would result in a significant increase in pedestrian and/or vehicle trips to and from campus. Enrollment is anticipated to increase by 6 percent with the enrollment growth identified in the Program EIR, and the resulting amount of college-generated traffic (including pedestrian traffic) is anticipated to increase by a proportional amount. Based on the findings described in the Program EIR, impacts resulting from a 6-percent increase in the number of pedestrians crossing adjacent streets would be less than significant. In addition, although the commenter suggested that pedestrian crossings near campus result in conflicts with motorists, no specific documentation was provided to support this assertion (such as collision records or other data demonstrating that significant impacts would result from an increase in campus-generated pedestrian trips).

For Comment 2, Commenter stated that impacts resulting from increased student and faculty enrollment at the College have not been evaluated. In addition, the commenter stated that level of service (LOS) at the intersection of College Avenue/Woodland Avenue/Kent Avenue would "continue to deteriorate below acceptable LOS unless mitigated by a traffic signal".

As stated in the Initial Study, potential impacts to the street system resulting from increased enrollment anticipated at the Kentfield campus following completion of the Implementation Plan were evaluated in the Program EIR. Enrollment at the Kentfield campus is anticipated to increase by 6 percent by the time the Implementation Plan is completed, which would cause an increase in traffic to and from the campus. As described in the Program EIR, the increased student enrollment (and including a corresponding increase in the number of faculty and employees) is forecasted to generate 56 motor vehicle trips during the AM peak hour, 45 vehicle trips during the PM peak hour, and 928 daily vehicle trips, upon completion of the Implementation Plan. Based on that level of traffic generation, impacts to study intersections and roadways accessing campus were found to be less than significant.

The Program EIR included an analysis of conditions at the College Avenue/Woodland Avenue/Kent Avenue intersection and found that the intersection operates at an acceptable LOS, and also found that the addition of project trips would not result in an increase in average delay at the intersection. Since the project would include a 6-percent increase in enrollment, the increase in campus-generated traffic would be relatively minor, and most campus-generated traffic would travel to campus from the north via College Avenue and Sir Francis Drake Boulevard. Therefore, just 5 to 6 new peak hour trips (resulting from the project) are anticipated to travel through this intersection, which currently accommodates over 1,200 peak hour trips. Since the Program EIR found that increased enrollment would not result in increased delay or unacceptable LOS at the College Avenue/Woodland Road/Kent Avenue intersection, impacts on the intersection level of service (LOS) resulting from the project would be less than significant.

For Comment 3, impacts to Kent Avenue were found to be less than significant and no mitigation is required. The comment is noted for the record.
Exhibit 3: Marin Audubon Society: The Audubon letter addressed two topics that were not relevant to the proposed project and were addressed at the time of the Program EIR. These included the tidal marsh issue and the bridge construction. For the third issue raised by the Audubon Society, the District has determined that the proposed replanting plan is adequate for the removal of trees, both native and non-native, and that no additional mitigation measures would be needed. Mitigation Measure Aesthetics-2 addresses the replanting of native trees at a ratio of 2:1 (2 native trees planted for every 1 native tree lost).

Exhibit 4: Gilboy/Haven: The Gilboy/Haven letter addressed 10 points. These included: 1) sound barrier for rooftop cooling tower; 2) Central Plant equipment operation noise; 3) construction noise; 4) equipment noise; 5) courtyard noise; 6) landscaping and idea of soundwall along Laurel Avenue; 7) auto access to parking area near SMCP; 8) restrictions to disabled parking only for Lot 4; 9) pedestrian access behind residences; and 10) no Saturday construction.

Response to Exhibit 4: The first five comments are addressed in this paragraph. The cooling tower would be located in the equipment yard, not on the roof. As stated on page 46 of the Initial Study, the cooling tower is backup equipment that would be used in the event of a failure of the geothermal cooling system. This equipment could, therefore, operate during the quieter evening hours during emergencies, resulting in the recommendation for the sound wall around the service yard. The design currently includes an 8-foot wall. The time period between 10:00 AM and 2:00 PM is recommended for generator testing because this is a time period when there would likely be the least impact on adjacent residents. Small pieces of rooftop equipment, including fans and heat pumps, would be shielded from the neighboring properties by the rooftop perimeter parapet wall. Sound from this equipment would not increase levels at the residences. A comprehensive series of construction noise controls have been recommended, including perimeter noise barriers around the construction site. It is assumed that the reference to "shrieking whistles" is referring to backup alarms. Backup alarms on mobile construction equipment are a safety measure required by CAL OSHA. Activities in the courtyard would include voices at conversational or slightly elevated levels. While potentially intermittently audible, noise resulting from these activities would be below ambient noise levels measured along Laurel Avenue.

The reference to landscaping (No. 6 in letter) is not clear and other noise mitigation measures have been recommended. Landscaping options will be considered.

Comment No. 7 stated that the access to Parking Lot 4 should be as close to Sir Francis Drake Boulevard as possible. The placement of the Parking Lot 4 entry requires careful consideration, since placing the entrance driveway too close to Sir Francis Drake Boulevard could result in vehicle queues extending onto Sir Francis Drake Boulevard during the period of time when motorists are waiting to make a left-turn into Parking Lot 4. Since project impacts on Laurel Avenue are less than significant, no mitigation to this entrance is required. Fire truck access is also an important consideration. The comment is noted for the record.

Comment No. 8 stated that Parking Lot 4 should be restricted to "disabled parking only". It is unlikely that all of the parking within Parking Lot 4 could be dedicated as ADA-accessible.
parking. Since the Initial Study did not identify significant impacts resulting from a shortage of parking, no mitigation is required. The comment is noted for the record.

Comment No. 9 requested that the College devise a means of restricting pedestrian traffic, in order to divert students from the area at the end of Laurel Avenue and behind properties along the creek access drive. The commenter's concerns are related to "problems with smokers, drugs and grass fires". The comment refers to a social impact, rather than a transportation impact. Therefore, no transportation mitigation is required. The commenter's suggested diversion of students from this segment of Laurel Avenue is noted for the record.

Comment No. 10 requests no construction on Saturdays. The District will attempt to limit Saturday construction when possible. However, no significant impact related to Saturday construction has been identified.

**Exhibit 5: Tom and Tricia Hall:** Five main points were raised in this letter. Three of them addressed noise issues, one comment addressed smoking restrictions, and the fifth addressed improved on-site drainage.

**Response to Exhibit 5:** The first three comments regarding noise have been addressed in the responses to Letter No. 4. The issue of smoking is not related to the Initial Study and no impact is applicable. For the fifth point regarding drainage, the project is improving on-site drainage.

**Exhibit 6: Russo and Hall:** Eight points are raised in this letter as follows: 1) restoration of fencing and landscaping; 2) increased landscaping along Laurel Avenue; 3) restoration of a ditch to prevent runoff from impacting residences; 4) no Saturday construction; 5) noise buffers during construction; 6) new sewer line; 7) noise from equipment; and 8) name of "disturbance coordinator".

**Response:** In terms of the first two issues, the project includes visual and acoustic screening. Complete visual screening is not possible. For the third issue, the proposed on-site retention basins are expected to improve surface runoff for the campus. The fourth and fifth issues were addressed in responses to Comment Letter No. 4. Regarding the sewer line, information can be obtained from the Swinerton office on the Kentfield campus. Refer to responses to Comment Letter No. 4 regarding noise from equipment. The issue of the "noise coordinator" is adequately addressed on page 48 (Mitigation Measure 3i) of the Initial Study. The name will be provided at a later date.

This concludes the responses to all comments provided on the Initial Study. I recommend that the District adopt the Mitigated Negative Declaration as addressed in the Resolution (under separate cover).

Enclosures (6 letters)
MITIGATION MONITORING AND REPORTING PROGRAM
College of Marin Kentfield Campus Science/Math/Central Plant (SMCP) and Fine/Performing Arts Buildings

This Mitigation Monitoring and Reporting Program (see Table 1) has been prepared to comply with the requirements of State law (Public Resources Code Section 21081.6). State law requires the adoption of a mitigation monitoring program when mitigation measures are required to avoid significant impacts. The monitoring program is intended to ensure compliance during implementation of the project.

This Mitigation Monitoring and Reporting Program has been formulated based upon the findings of the Initial Study Checklist. This Mitigation Monitoring Program identifies mitigation measures recommended in the Initial Study Checklist/Mitigated Negative Declaration to avoid or reduce identified impacts, and specifies the agencies/party responsible for implementation and monitoring.

The first column identifies the mitigation measure. The second column entitled "Party Responsible for Ensuring Implementation" refers to the person(s) who will undertake the mitigation measures. The third column entitled "Party Responsible for Monitoring" refers to the person/agency responsible for ensuring that the mitigation measure has been implemented and recorded. The fourth column entitled "Monitoring Timing" identifies when and/or for how long the monitoring shall occur.

For the College of Marin, many of the mitigation measures will be overseen by the District Construction Managers working under the Director of Modernization. The Construction Managers will work with independent consultants on specific tasks for specialized mitigation measures, as identified in Table 1.

Notes: DCM: District Construction Manager. When "consultant" is mentioned, the District Construction Manager may need to retain a specialist such as a biologist or hydrologist for the specific mitigation measure.
<table>
<thead>
<tr>
<th>Mitigation Measure</th>
<th>Party Responsible for Ensuring Implementation</th>
<th>Party Responsible for Monitoring</th>
<th>Monitoring Timing</th>
<th>Compliance Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Aesthetics</strong></td>
<td>DCM</td>
<td>DCM</td>
<td>At time of landscape plans with verification during construction.</td>
<td></td>
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<tr>
<td>Aesthetics-1: New landscaping at the Fine Arts Building shall not encroach into the viewed area toward Mount Tamalpais, as seen from Circle Drive. New landscaping on the south side of the building shall be deciduous and shall be in immediate proximity to the building to prevent interruption of views toward the mountain from this important pedestrian gateway to the campus.</td>
<td>DCM</td>
<td>DCM</td>
<td>At time of landscape plans with verification during construction.</td>
<td></td>
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<tr>
<td>Aesthetics-2: A total of 32 native trees shall be planted on the campus to replace the 16 native trees lost by construction, to provide a replanting ratio of 2.1. These trees shall be planted from 15-gallon containers or larger and shall be monitored for the first three years of growth to ensure survival.</td>
<td>DCM</td>
<td>DCM</td>
<td>At time of landscape plans with verification during construction.</td>
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<tr>
<td><strong>Air Quality</strong></td>
<td>DCM</td>
<td>DCM</td>
<td>During construction and at time of development of contract specifications.</td>
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<tr>
<td>Air-1: The Program EIR evaluated these impacts and identified mitigation measures to reduce the impact to a less-than-significant impact. The project shall include implementation of Mitigation Measures Air-1a, Air-1b, and Air-2 from the Program EIR to reduce the impact of construction activities associated with this project to a less-than-significant level.</td>
<td>DCM</td>
<td>DCM</td>
<td>During construction and at time of development of contract specifications.</td>
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<tr>
<td>Air-2: The District shall ensure that the proposed diesel-powered emergency generator is permitted by the Bay Area Air Quality Management District (BAAQMD) and that an Authority to Construct permit is obtained from BAAQMD prior to the onset of any project construction.</td>
<td>DCM</td>
<td>DCM</td>
<td>Prior to onset of construction.</td>
<td></td>
</tr>
<tr>
<td><strong>Biological Resources</strong></td>
<td>DCM</td>
<td>DCM</td>
<td>At time of landscape plans with verification during construction.</td>
<td></td>
</tr>
<tr>
<td>Biology-1: Refer to Mitigation Measure Aesthetics-2.</td>
<td>DCM</td>
<td>DCM</td>
<td>At time of landscape plans with verification during construction.</td>
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</table>

**Notes:** DCM: District Construction Manager. When "consultant" is mentioned, the District Construction Manager may need to retain a specialist such as a biologist or hydrologist for the specific mitigation measure.
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<th>Monitoring Timing</th>
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</thead>
<tbody>
<tr>
<td>Cultural-1: The project shall comply with Mitigation Measure Cultural-2a, Cultural-2b, and Cultural-3 of the Program EIR.</td>
<td>DCM working with qualified Archaeologist, consultant with Federated Indians of Graton Rancheria, the College Director of Modernization and Northwest Information Center of Sonoma State University, as needed.</td>
<td>DCM</td>
<td>Prior to construction and following completion of final site planning; during construction as needed.</td>
<td>Initial</td>
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</table>

**Geology and Soils**

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<tr>
<th>Mitigation Measure</th>
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<th>Monitoring Timing</th>
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<tbody>
<tr>
<td>Geology-1: The project shall comply with Mitigation Measures Geology-1a through Geology-1c of the Program EIR related to geotechnical investigations and compliance with the Uniform Building Code.</td>
<td>DCM</td>
<td>DCM</td>
<td>Prior to design with verification at time of construction.</td>
<td>Initial</td>
</tr>
<tr>
<td>Geology-2: The project shall comply with Mitigation Measure Geology-2 of the Program EIR related to preparation of an Erosion Control and Storm Water Pollution Prevention Plan prior to the onset of demolition, site grading, or construction.</td>
<td>DCM with consultant (hydrologist)</td>
<td>DCM</td>
<td>Prior to design with verification at time of construction.</td>
<td>Initial</td>
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**Hazards and Hazardous Materials**

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<tr>
<th>Mitigation Measure</th>
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</thead>
<tbody>
<tr>
<td>Hazards-1: The project shall comply with Mitigation Measures Hazards-1a through Hazards-1i of the Program EIR, which address hazardous materials handling during construction and building operations.</td>
<td>DCM with Abatement Specialist and/or DHS-certified lead project designer, project monitor or supervisor.</td>
<td>DCM</td>
<td>Prior to, during, and after construction.</td>
<td>Initial</td>
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</table>

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<tbody>
<tr>
<td>Hazards-2: The project shall comply with Mitigation Measures Hazards-2a and Hazards-2b of the Program EIR, which address procedures for handling hazardous materials releases.</td>
<td>Campus Police Dept. working with County Department of Public Works and specialist in Risk Management Plans (as needed)</td>
<td>Campus Police Dept.</td>
<td>Ongoing.</td>
<td>Initial Date Project/Comments</td>
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</table>

### Hydrology and Water Quality

| Hydrology-1: The project shall comply with Mitigation Measures Hydrology-1a, Hydrology-1b, Hydrology-2a, Hydrology-2b, and Hydrology-3 of the Program EIR related to preparation of a Storm Water Pollution Prevention Plan (SWPPP), implementation of best management practices, use of bioswales, and use of energy dissipators at creek outfalls to minimize erosion. | DCM and District personnel. | DCM | Long-term BMPs to be monitored as part of College’s ongoing maintenance program. During design stage and during construction. | Initial Date Project/Comments |

### Noise

| Noise-1: Forced-air mechanical ventilation shall be provided to the Fine Arts Building to ensure that interior noise levels are maintained at acceptable levels. | DCM | DCM | During final construction drawings with verification at time of construction. | Initial Date Project/Comments |
| Noise-2: The District shall construct a 6-foot sound wall at the perimeter of the service yard that interrupts the sound path between the emergency generator and cooling tower to nearby residences along Laurel Avenue. Generator testing activities shall occur between 10:00 AM and 2:00 PM. | DCM working with acoustical consultant. | DCM | Verify at time of design drawings and upon construction. | Initial Date Project/Comments |
| Noise-3a: Construction equipment shall be well maintained and used judiciously to be as quiet as practical. | DCM | DCM | At time of specifications and during construction. | Initial Date Project/Comments |

**Notes:** DCM: District Construction Manager. When "consultant" is mentioned, the District Construction Manager may need to retain a specialist such as a biologist or hydrologist for the specific mitigation measure.
### Table 1 Mitigation Monitoring and Reporting Program continued

<table>
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<tr>
<td>Noise-3b: The District shall limit construction activities to daytime hours between 7:00 AM and 5:00 PM Monday through Friday and between 9:00 AM and 5:00 PM on Saturdays. Construction activities are prohibited on Sundays and Holidays. Loud noise-generating construction-related equipment (e.g., backhoes, generators, jackhammers) shall be maintained, operated, or serviced at the construction site only from 8:00 AM to 5:00 PM Monday through Friday.</td>
<td>DCM</td>
<td>DCM</td>
<td>At time of construction and during development of specifications.</td>
<td>Initial: DCM, Date: 01/01/2023, Project/Comments: None</td>
</tr>
<tr>
<td>Noise-3c: To the extent feasible, the District shall route construction truck traffic to campus construction sites via Sir Francis Drake Boulevard and College Avenue, avoiding the residential portions of Laurel Avenue and Kent Avenue and other streets.</td>
<td>DCM</td>
<td>DCM</td>
<td>At time of construction and during development of specifications.</td>
<td>Initial: DCM, Date: 01/01/2023, Project/Comments: None</td>
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<tr>
<td>Noise-3d: The District shall construct solid plywood fences around construction sites adjacent to residences or noise-sensitive campus areas and buildings.</td>
<td>DCM</td>
<td>DCM</td>
<td>At onset of construction.</td>
<td>Initial: DCM, Date: 01/01/2023, Project/Comments: None</td>
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<tr>
<td>Noise-3e: The District shall ensure that project contractors utilize &quot;quiet&quot; models of air compressors and other stationary noise sources where technology exists.</td>
<td>DCM</td>
<td>DCM</td>
<td>At time of construction and during development of specifications.</td>
<td>Initial: DCM, Date: 01/01/2023, Project/Comments: None</td>
</tr>
<tr>
<td>Noise-3f: Project contractors shall equip all internal combustion engine-driven equipment with mufflers which are in good condition and appropriate for the equipment.</td>
<td>DCM</td>
<td>DCM</td>
<td>At time of construction and during development of specifications.</td>
<td>Initial: DCM, Date: 01/01/2023, Project/Comments: None</td>
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<tr>
<td>Noise-3g: The District shall locate all staging areas, stationary noise-generating equipment, such as air compressors and portable power generators, as far away as possible from residences or noise-sensitive campus areas and buildings.</td>
<td>DCM</td>
<td>DCM</td>
<td>At time of construction.</td>
<td>Initial: DCM, Date: 01/01/2023, Project/Comments: None</td>
</tr>
<tr>
<td>Noise-3h: Project contractors shall prohibit all unnecessary idling of internal combustion engines, and this shall be in project specifications.</td>
<td>DCM</td>
<td>DCM</td>
<td>At time of construction and during development of specifications.</td>
<td>Initial: DCM, Date: 01/01/2023, Project/Comments: None</td>
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Table 1 Mitigation Monitoring and Reporting Program continued

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<td><strong>Noise-3:</strong> The District shall notify all adjacent residences, and campus staff and students of the construction schedule in writing or by posting signs, and shall designate a disturbance coordinator, responsible for responding to complaints about construction noise. The name and telephone number of the disturbance coordinator shall be posted at the construction site and made available to adjacent residents.</td>
<td>DCM, working with Disturbance Coordinator</td>
<td>DCM</td>
<td>Prior to and during construction.</td>
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<td><strong>Noise-3:</strong> The District shall prohibit construction worker's radios (etc.) from being audible beyond the limits of the construction site, and shall include this measure in project specifications.</td>
<td>DCM</td>
<td>DCM</td>
<td>At time of construction and during development of specifications.</td>
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**Public Services**

| Services-1: The Marin Community College District shall coordinate construction plans with the Kentfield Fire Protection District, and Marin Community College Police Department (as well as the Larkspur Fire Department and Twin Cities Policy Authority, for plans for construction staging in the Larkspur Annex area) to ensure that emergency access is adequate during project construction. | DCM working with local public service agencies | DCM | Prior to and during construction. | |
| Services-2: The Marin Community College District shall coordinate final site and building plans with the Kentfield Fire Protection District and Marin Community College Police Department to ensure that long-term emergency access to structures and fire hydrants is adequate. | DCM working with fire and police personnel | DCM | During final plans and at completion of construction. | |

**Transportation/Traffic**

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<tr>
<td><strong>Transportation-1:</strong> The District shall develop a Construction Management Plan (CMP) prior to commencement of any construction activities. The CMP should include:</td>
<td>DCM working with traffic consultant, as needed</td>
<td>DCM</td>
<td>Prior to construction.</td>
<td>Initial</td>
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<tr>
<td>▪ Location of construction staging and a description of the level and type of construction-related traffic.</td>
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<td>▪ Identification of all construction hauling and delivery routes.</td>
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<tr>
<td>▪ A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure procedures; signs, cones, and other warning devices for drivers; and designation of construction access routes.</td>
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<td>▪ Provision of dedicated parking for all construction employees, site visitors, and inspectors.</td>
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<td>▪ Description of the number of construction employees during individual project phases, and hours of arrival of departure for those employees, and a forecast of the number of peak hour and daily trips to be generated by construction employees.</td>
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<td>▪ Provisions to remove construction-related debris.</td>
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<tr>
<td>▪ Designated pedestrian and bicycle facilities around the construction and staging areas.</td>
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<tr>
<td>▪ Description of measures to avoid impacts to adjoining streets and transit facilities (including bus stop locations) near campus.</td>
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<tr>
<td>The combination of the above elements in a CMP would reduce the impact to a less-than-significant level.</td>
<td></td>
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<tr>
<td><strong>Transportation-2:</strong> Refer to Mitigation Measure Services-1 of this Initial Study.</td>
<td>See Services-1</td>
<td>See Services-1</td>
<td>See Services-1</td>
<td></td>
</tr>
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Notes: DCM: District Construction Manager. When "consultant" is mentioned, the District Construction Manager may need to retain a specialist such as a biologist or hydrologist for the specific mitigation measure.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
Date: January 20, 2009

From: Superintendent/President
Item & File No. B.11.I

Subject: Sabbatical Leave Recommendation

Enclosure(s):
Vice President’s Report;
Sabbatical Leave Committee Recommendation

Reason for Board Consideration:
Approval

BACKGROUND:

The Board of Trustees reviews and has final approval authority for each individual sabbatical application (UPM/District agreement 5.6.8.4). One application was received, and the Sabbatical Leave Committee has recommended that the application be granted.

The UPM/District agreement states, “The supervising Vice President shall review the sabbatical recommendations and forward the same to the Superintendent/President and the Board with such recommendations for changes as the Vice President requires to reconcile the recommendations with the educational and financial requirements of the District.”

The Sabbatical Leave Committee’s letter of recommendation to the Vice President of Student Learning is enclosed. Please note that this application is for independent study as described in the collective bargaining agreement:

5.6.1.2 Independent Study. An Independent Study leave is one during which time the unit member pursues a program of study, research and/or experience. This program must be related to the present or prospective service of the unit member.

The Sabbatical Leave recommendation for 2009/2010 is as follows:

- George Golitzin: 1 year (2009-2010) to pursue a Master’s degree in Astronomy offered by Swinburne University of Technology, Melbourne, Australia. The University’s Centre for Astrophysics and Supercomputing offers a fully online Master’s program.

<table>
<thead>
<tr>
<th>Purpose(s)</th>
<th>Proposed Product(s)</th>
<th>VP’s Comments</th>
<th>VP’s Recommendations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earn a Master’s degree in Astronomy by completing 8 of the 12 necessary units during sabbatical year</td>
<td>- Enrich the Physics and Astronomy program - Enrich Mathematics courses</td>
<td>The Swinburne University of Technology online master’s degree program in astronomy has a highly favorable international reputation and it would be an asset to the College of Marin to have someone with training from that program. At the current time, COM has no full-</td>
<td>Neither the physical sciences department chair nor the dean of math &amp; sciences have been consulted in the development of Dr. Golitzin’s proposal but they are both eager to engage in that discussion -- and to explore where Dr. Golitzin’s interests and future training would</td>
</tr>
<tr>
<td>time faculty in the physics/astronomy area, and having a full-time member with the desire and academic background to nurture the astronomy portion of our physical science curriculum is highly desirable.</td>
<td>best be utilized in the physical sciences department</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Fiscal Impact:** The replacement cost is estimated at **$31,920 Fall 2009 and $31,920 Spring 2010 for a Total of $63,840.**

Upon approval of the recommendations, the applicants will be notified of the Board’s decision, along with any changes that have been approved.
RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the sabbatical leave application.

Administrator Initiating Item
Nick Chang, Interim Vice President of Student Learning
December 2, 2008

To: Anita Martinez, VP Student Learning

From: Toni Yoshioka, Chair
       Sabbatical Leave Committee

Re: 2009-2010 Sabbatical Proposal

Dear Anita,

The Sabbatical Leave Committee has met to review the Sabbatical Proposal submitted by George Golitzin. Following the criteria and guidelines set forth in the MCCD/UPM contract, we find the proposal has met approval for recommendation to the Board of Trustees.

Please call if you have any questions, x7622.

Respectfully,

[Signature]

Toni Yoshioka
Sabbatical Leave Committee

Enclosure

Cc: Jim Arnold
    Jamie Deneris
    Don Foss
    Chris Schultz
    Linda Beam
BACKGROUND:

The California School Employees Association, Local 196 and the Marin Community College District have completed negotiations for 2007/2008. For fiscal year 2008/2009, the parties agreed to continue dialogue on pending articles, with the option re-open any article by written request.

General Compensation and Benefit Increase:

2007/2008
Effective July 1, 2007, a one-time, 3% off-the-schedule payment shall be granted for 2007/2008. The cost of health and welfare benefits (up to Kaiser Family rate for medical) for 2007/2008 shall be paid by the district.

2008/2009
Proposals raised during the 2007/2008 school year shall be carried over to negotiations in the 2008-2009 year. In addition, upon the written request by either party, any article may be reopened during the term of this agreement.

BUDGET IMPLICATIONS

The approximate cost for the 3% off-schedule compensation payment fiscal year 2007/2008 is $163,000, plus approximately $43,000 in statutory benefits. The cost of the 2007/2008 district paid health and welfare benefits is approximately $22,000.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees ratify the contract agreement with CSEA.

Administrator Initiating Item
Linda Beam, Executive Dean, Human Resources and Labor Relations
Tentative Agreement
April 23, 2008

ARTICLE 1
RE�COGNITION

1. The District recognizes CSEA as exclusive representative for the employees in the office-clerical and technical/quasi-professional unit excluding all confidential employees, skilled trades and operations employees, supervisory employees, and management employees. CSEA acknowledges that the determining of management, confidential or supervisory positions are within the purview of the District. The District will send copies of any new job description deemed management, confidential or supervisory to the CSEA Chapter President or designee, at least one (1) week prior to the first Board of Trustees meeting where it is on the agenda. Disputed cases, if not resolved informally between the parties, may be submitted to PERB for resolution.

2. The Unit consists of employees in the classifications shown in the attached Salary Schedules including Human Resources Technician, and excluding positions within classifications which have been designated as confidential.

3. This Agreement applies only to employees in the above-described representation unit.

4. The Unit as recognized by the District may be modified by (1) mutual agreement of the parties or (2) by decision rendered by the Public Employment Relations Board on any contested positions.

5. The District shall provide, upon request, CSEA with a list of individuals performing CSEA bargaining unit work, including but not limited to will continue to review temporary/short term positions throughout the District. The purpose of this review is to ensure compliance with the Education Code.

For the District

For the CSEA

[Signatures]
ARTICLE 2
ASSOCIATION RIGHTS

11. Copies of this Agreement shall be printed at the expense of the District within forty-five (45) days after ratification by the governing board and a copy shall be distributed to each unit member now employed or hereafter employed, with fifteen (15) additional copies for the Association.

The District shall provide one electronic read/write version of the contract to the CSEA chapter president.

**The District shall provide twenty (20) printed copies of this contract to CSEA. The District shall make available an electronic version of this contract on the District website. Each unit member shall be provided a CD containing this contract.**

12. Upon request, the District shall provide the Association with a current list of employees within a **reasonable time period twenty (20) business days**. Current addresses shall also be provided, unless the employee has authorized the District in writing to withhold such information.

13. **The District shall provide CSEA with a storage cabinet to be used exclusively for CSEA business. CSEA shall have sole responsibility for the cabinet and its contents. The District shall have no responsibility or liability for loss, damage, or destruction of the cabinet or its contents.**

Date: October 29, 2008

For the District:

[Signature]

For CSEA:

[Signature]

Tentative Agreement
Tentative Agreement
April 23, 2008

ARTICLE 3
DISTRICT RIGHTS

1. All matters not specifically enumerated in this Agreement are reserved to the District as provided by law.

2. In the event of an emergency, the District shall have the right to rescind that portion of this Agreement directly related to the nature of the emergency. The District shall provide notice to CSEA of its decision to rescind any portion of this Agreement within 24 hours. "Emergency" as used in this Article is limited to sudden, unforeseen happenings which require action to correct and/or protect lives and/or property which these highly unusual or catastrophic situations that would prevent the normal functioning of the school district pursuant to this Agreement. If the District desires to continue its rescission of the article(s) beyond thirty (30) calendar days, it shall provide CSEA notice and the parties shall negotiate the continuance of the suspension of the rescinded article(s).

3. It is understood and agreed that the District retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and goals and objectives, insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the district operation; determine the curriculum; build, move or modify facilities; develop and implement budget procedures; and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees, except as limited by specific provisions of this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms and in conformance with the law.

The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

The District will establish and implement administrative regulations which are consistent with the law.
4. The District's rights as stated above shall not be construed or interpreted to be a waiver of CSEA's right to negotiate all mandatory subjects of bargaining as established by the Educational Employment Relations Act and as determined by the Public Employment Relations Board.

For the District

For the CSEA

[Signatures]
ARTICLE 6

HOURS OF EMPLOYMENT

2. Procedure
   1. Procedure

3. Shifts
2. Shifts

4. Work Day
3. Work Day

5. Optional Work Week Schedule
4. Optional Work Week Schedule

6. Vacation/Sick Leave
5. Vacation/Sick Leave

   If a unit member is ill or takes vacation during the time he/she would have been scheduled to work based on the option chosen, the same number of hours will be deducted from his/her sick leave or vacation balances. (TA signed 11/27/00)

7. Course Attendance
6. Course Attendance

8. Lunch Periods
7. Lunch Periods

9. Rest Periods
8. Rest Periods

10. Overtime
9. Overtime

Except as otherwise provided herein, all authorized overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half of the regular rate of pay of the employee. Overtime is defined to include any time worked in excess of seven and one-half (7.5) hours in any one (1) day or in any one (1) shift or in excess of thirty-seven and one-half (37.5) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

For unit members having an average work day of three and three-quarter (3.75) hours or more, all hours worked beyond the work week of five (5) consecutive days shall be compensated at an overtime rate of one and one-half (1.5) times the employee's regular rate of pay on the sixth (6th)

Tentative Agreement
and seventh (7th) day.

A unit member having an average work day of less than three and three-quarter (3.75) hours shall, for any work required to be performed on the seventh (7th) day following the commencement of his/her work week, be compensated at the overtime rate of one and one-half (1.5) times the employee's regular rate of pay.

When an employee is required to work on a day which falls on a scheduled holiday, (see Article 9: Holidays), the District shall provide payment at time and one-half in addition to the employee's regular straight time holiday pay, or compensatory time off at the rate of time and one-half in addition to the regular holiday pay.

The method by which all overtime shall be compensated (cash or compensatory time off) shall be at the discretion of the District; however, an employee may request indicate a preference as to the method of compensation. Compensatory time shall be taken at a time mutually acceptable to the employee and the District within twelve (12) months of the date of which it was earned. If the employee is not permitted to take the compensatory time within the twelve (12) month period then the employee shall be paid in cash within one (1) month of expiration of the eligibility date.

The District shall attempt to distribute overtime as equally as is practical among employees in the bargaining unit within each department.

11. Minimum Call-in Time
10. Minimum Call in Time

12. Minimum Call-back Time
11. Minimum Call back Time

13. Right of Refusal
12. Right of Refusal

When an employee has an emergency, he or she may reject a request to perform overtime, call-in or call-back work. If the employee's immediate supervisor does not agree that an emergency exists, the employee may, at his or her option, request review of the matter at the next level of supervision, however, pending such a determination, the employee may be required to perform work as described herein beyond regular hours.

13. Rest Facilities

The District shall make available at each campus work-site existing lounge and lavatory facilities for classified employees use on regular work days, and by pre-arrangement on other days.

14. Miscellaneous

Tentative Agreement
Date: October 29, 2008

For the District:

Sandra Beare
Terry L. Ziem
Connie Lister

For CSEA:

Jim O'Leary
Diane Montgomery
Laura Fichte
Judy Ogle

Tentative Agreement
ARTICLE 7

SALARY

A. Salary Schedule

2007/2008

1. A one-time, off-schedule 3% increase for the 2007-2008 academic year, retroactive to July 1, 2007.

B. Placement and Movement on the Salary Schedule

1. All new employees shall be placed on the Salary Schedule according to the terms and conditions of this Agreement.

2. The Administrative Executive Dean, Human Resources and Labor Relations or designee is authorized to credit for placement on the Salary Schedule past service of an applicant for employment in this District. In a position requiring specialized training, or one found to be difficult to recruit for, or when an applicant has highly desirable qualifications in excess of the minimum required, credit for experience may be given to the extent of placing the employee on a higher step, not to exceed step C.

E. Payroll Options

Modification of payroll options on payroll warrants for less than twelve (12) month employees (whose schedules do not fluctuate), who have completed their probationary period, and for employees with more than one year of service subject to the following restrictions: may opt to have their pay in 12 equal checks by indicating their request on their annual off-duty worksheet.

1. The payroll option will permit the employees who work less than 12 months the option to receive 12 equal checks within the fiscal year.

2. The option is in accordance with PERS regulations.

3. The Marin County Office of Education agrees to implement the payroll option.

4. CSEA and each CSEA bargaining unit member (who applies for the option) agree to hold the District harmless in the application and implementation of the
payroll-option:

5. CSEA and the District will mutually identify employees in these positions who will be afforded this option and the District will so notify the employees in writing.

Less than 12 month classifications to be considered for the 12 equal payments of payroll:

Accompanist
Box Office Cashier
DSPS Program Technician
DSPS Special Needs Tech
DSPS Support Services Technician
Instructional Assistant, DSPS, BIS, Court Reporting, English Skills (Assigned to the Communications Department), Learning Disabilities, Mathematics, Music,
Laboratory Technician
Learning Resources Assistant

Library Technical Assistant
Media Specialist
Office Technician
Programmer
Staff Secretary

Date: November 11, 2008

For the District:

For CSEA:

________________________

________________________

________________________

________________________

________________________

________________________

Tentative Agreement

November 11, 2008
ARTICLE 7
SALARY

Article 7, Section F, Subsection 2(e) and (g)

The District and CSEA agree to allow the Professional Growth Award fund to be increased by $335 for the 2008/2009 fiscal year. These funds will be transferred from the Staff Development Allocation Fund.

The district will process the applicable payments via payroll.

This is a one-time, non-precedent setting agreement.

For CSEA

Karen van Kriet
President
CSEA Chapter 196

For Marin Community College District

Linda Beam
Executive Dean, Human Resources
Marin Community College District
Tentative Agreement
November 18, 2008

ARTICLE 8
FRINGE BENEFITS

1. Medical Insurance


All CSEA unit members whose portion of the health benefits was deducted from their pay from January 2008 to June 30, 2008, shall be reimbursed by the District up to the Kaiser Family Rate for this deduction.

The District’s maximum contribution for medical insurance coverage for 2007/2008 shall be the Kaiser Family Rate at the dollar amount set by the carrier. The District agrees to reimburse the employees’ out-of-pocket costs retroactive to the date of the last increase. The co-pay remains at $5.00.

The District and CSEA agree to meet and research cost containment options regarding all health and welfare benefits, including co-pays.

<table>
<thead>
<tr>
<th>Plan</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>KAISER</td>
<td>02-01-95</td>
</tr>
<tr>
<td>Member</td>
<td>$322.09</td>
</tr>
<tr>
<td>Member and One</td>
<td>$644.48</td>
</tr>
<tr>
<td>Family Coverage</td>
<td>$856.76</td>
</tr>
<tr>
<td>HEALTHNET</td>
<td>$545.48</td>
</tr>
<tr>
<td>Member</td>
<td>$1,024.76</td>
</tr>
<tr>
<td>Family Coverage</td>
<td>$1,179.06</td>
</tr>
<tr>
<td>HEALTHNET SELECT</td>
<td>$648.22</td>
</tr>
<tr>
<td>Member</td>
<td></td>
</tr>
<tr>
<td>Member and One</td>
<td></td>
</tr>
<tr>
<td>Family Coverage</td>
<td></td>
</tr>
</tbody>
</table>

FLEXNET: Flex Net is an additional medical plan option for out of service area medical coverage. Check with Human Resources or Payroll if you have questions about the service area. Rates are variable.

2. Vision and Dental Insurance

during the term of the contract, will be paid for by the District.

3. **Effective February 1, 2004, the Kaiser Medical program changed from a $3.00 prescription drug co-pay to a $5.00 prescription drug and appointment co-pay.**

4. **Effective February 1, 2004 the District added a new medical program called FlexNet, within the Healthnet program.**
   
   (renumber paragraphs)

11. **Term Life Insurance**

   Beginning in Year 1 of the 2001 contract, the **The** District will provide term life insurance of $50,000 for each employee at no charge to the employee.

12. **Accidental Death and Dismemberment**

   The District will provide access to an Accidental Death and Dismemberment Policy for unit members. Costs associated with said Policy shall be paid for by the employee.

14. An advisory Benefits committee shall be convened if the district chooses to explore alternative insurance carriers options. **The committee shall include two CSEA representatives. CSEA shall have no fewer representatives than any other district employee organization on the committee.**

16. **Procedures for College Payment of Employee Fees**

   The purpose of the program is to promote staff development and opportunities for continued education while at the same time maximizing class productivity/income.

   a. The program will be available to any permanent full or part-time employee who is a member of CSEA, Chapter 196.

   b. Eligible classes will include Credit courses.

   k. In the event that the College of Marin exceeds the state funded cap, CSEA and the District agree to meet to re-evaluate the Program. **(MOU signed 12/7/99)**

   **Tentative Agreement**  
   November 18, 2008
ARTICLE 9
HOLIDAYS

1. Classified employees shall be allowed the following holidays with pay if in paid status on the holiday.

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Independence Day</td>
<td>Wednesday, July 4, 2007</td>
<td>Friday, July 4, 2008</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>Monday, November 11, 2007</td>
<td>Monday, November 10, 2008</td>
</tr>
<tr>
<td>Thanksgiving Holiday</td>
<td>Thursday - Saturday, November 22-24, 2007</td>
<td>Thursday - Saturday, November 27-29, 2008</td>
</tr>
<tr>
<td>Winter Holiday</td>
<td>Wednesday - Wednesday, December 24 - December 31, 2008</td>
<td>Thursday - Wednesday, December 24 - December 31, 2008</td>
</tr>
<tr>
<td>New Years Day</td>
<td>Monday, January 1, 2008</td>
<td>Thursday, January 1, 2009</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>Monday, January 15, 2008</td>
<td>Monday, January 19, 2009</td>
</tr>
<tr>
<td>Lincoln Day</td>
<td>Friday, February 16, 2008</td>
<td>Friday, February 13, 2009</td>
</tr>
<tr>
<td>Washington Day</td>
<td>Monday, February 19, 2008</td>
<td>Monday, February 16, 2009</td>
</tr>
<tr>
<td>Spring Holiday</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Monday May 28, 2008</td>
<td>Monday, May 25, 2009</td>
</tr>
</tbody>
</table>

When the 2009-2010 Academic Year Calendar is determined, MCCD and CSEA will negotiate the dates of holidays that are not established by law.

Date: October 29, 2008

For the District:  

For CSEA:

Tentative Agreement
MCCD and CSEA Tentative Agreement

November 11, 2008

ARTICLE 10

VACATION

4. An employee shall request vacation by submitting the "Classified Employee Request For Approval of Vacation" form (Attachment I) to his/her supervisor/manager. The supervisor's response shall be indicated on the employee's vacation request form. **The supervisor shall make reasonable effort to respond within ten working days of the receipt of the request.** The parties acknowledge that the supervisor's decision will be based upon the needs of the district service.

An employee shall request an advance of vacation already accrued in the fiscal year, but not credited until July 1 of the following fiscal year by submitting the "Classified (CSEA) Employee Request for Approval of Vacation Advance" form (Attachment J) to his/her manager no later than June 1st of any year. A copy signed by the manager, indicating approval/disapproval must be sent to the Human Resources. The manager's response shall be indicated on the employee's vacation request form. The parties acknowledge that the manager's decision on the employee's request for an advance on accrued vacation will be based upon the needs of the service.

8. **If an employee's vacation becomes due during a period when on leave due to illness or injury, the employee may request that the vacation date be changed and the District, subject to mutual agreement, shall grant the request in accordance with vacation dates available at that time. If a previously approved vacation becomes due when an employee is on leave due to illness or injury, upon request of the employee, the district shall reschedule the vacation dates based upon availability.**

12. **If for valid reason the District does not permit an employee to take all or any part of his/her annual vacation, the amount not taken shall be carried over into the next year up to a limit of ten (10) days, with the balance, if any, paid for in cash. Cash payment shall be made within (60) days following the close of the fiscal year.**

14. **Vacation shall be taken in increments equal to at least one-half (.5) workday hour except partial workday vacations shall be allowed in order to use a partial posted balance.**

15. **Vacation leave shall be reported in the month in which the leave is taken, by recording it on the "Classified (CSEA) Employee Monthly Absence Report" form (Attachment K) which is due in the Human Resources on the final work day of the month on the first working day of each month.**
16. Instructional Assistants/Instructional Specialists who work nine (9) months or less may request vacation. Any unused vacation will be paid at the end of each fiscal year. Payments will be made no later than August 15th of each year.

Date: November 11, 2008

For the District:

For CSEA:

Tentative Agreement 2 November 11, 2008
MCCD and CSEA Tentative Agreement
November 18, 2008

ARTICLE 11
LEAVES

f. Sick leave need not be approved prior to taking such leave, and such leave may be taken at any time during the year. It shall be the responsibility of the employee to contact their immediate supervisor or designee on the first day of the absence at the beginning of the shift (if possible), and provide an estimate return to work date if available. If the employee is unable to return to work on his/her estimated return to work date, the employee shall contact his/her immediate supervisor, designee, or the Human Resource Office and provide another estimated return to work date. This notice shall be given no later than the original estimated return to work date. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after the completion of six (6) months of active service for the District.

q. Use of Sick Leave to Care for the Illness of Family Members. Effective January 1, 2000, during any calendar year (January 1 to December 31), an employee may use up to six (6) days of accrued sick leave to care for the illness of the employee's spouse, domestic partner, mother, father, brother, sister, grandmother, grandfather, child, grandchild, son-in-law, daughter-in-law or those of the employee's spouse, a child, parent, or spouse of the employee. All conditions and restrictions on use of sick leave as outlined in this Article apply. This allocation is distinct from the sick leave allowance for Personal Necessity as outlined in Section 8 of this Article in the CBA. (Sidebar signed 1/7/00)

Date: November 18, 2008

For the District:  

For CSEA:

[Signatures]
MCCD and CSEA Tentative Agreement
DEC. 2, 2008

ARTICLE 12
PROMOTIONS/TRANSFERS

1. Promotions/Transfers

When a vacancy occurs in a job classification in the unit, which is a transfer opportunity for employees who hold the same classification, the position will be posted for at least ten (10) full working days on the District website and the CSEA President will be notified. Current employees may apply for the vacancy and, if the employee meets the minimum qualifications for the position, an interview will be granted and finalized in house first to permit current employees to apply and interview for the vacancy, if the series of transfers does not result in a net increase in the number of employees, (i.e., FTE). In-house interviews and transfer selection process shall be finalized first. District seniority will be a factor considered in granting transfer requests when more than one employee applies for a transfer to the extent that it is job related, is not the sole criterion and is included in the job announcement. Final selection is within the discretion of the District. Whatever vacancy remains after this transfer process shall be advertised outside the District. (Sidebar signed 12/7/99)

a. Procedure

1. Employees who hold the same classification may request a transfer on a shift opening or a location opening, (i.e. a different desk in the same area/department or a different area/department).

2. The transfer opportunity will be announced by the Human Resources for a period of six (6) working days. Any interested employee must complete the Transfer Request Form and submit to the Human Resources by the deadline date.

3. The actions taken under Article 12.a.1. are not subject to grievance under Article 16 of the CBA.

4.2. Notice of Contents

The job vacancy notice shall include: job title, FTE and months per year assigned to the position, the salary range, schedule of hours, assigned area or department at time of hire, screening process, statement regarding affirmative action regulation compliance, and the deadline for filing to fill the vacancy.

A detailed job announcement and current job description shall be available from the District Human Resources Office.

3. Transfer Procedures

b. Single Applicant
1. If there is only one applicant for a transfer opportunity, the supervisor/manager and a Human Resources representative will meet with that applicant and will explain the duties and expectations of the position. Further, the supervisor/manager will determine if the applicant has a satisfactory work performance record. If the performance record is satisfactory and the applicant is still interested in the transfer opportunity he/she will be placed in the assignment in “probationary status” for a period of thirty (30) days. Within the thirty (30) day period of time, either or both the supervisor/manager and the employee have the right to sever that relationship without cause.

2. During this thirty (30) day probationary period, the applicant's former assignment will be left vacant and may be filled by hourly to allow the employee to return to the former assignment.

e. Multiple Applicants

1. If there is more than one applicant, the supervisor/manager and a Human Resources representative will provide a group orientation with the applicants about the duties and expectations of the transfer opportunity. All applicants still interested in the transfer opportunity after this orientation will be interviewed by the supervisor/manager and a Human Resources representative.

2. The following criteria will be considered in making the final selection. Final selection is within the discretion of the District.

   a. Reference letters that may be submitted at the time of application.

   b. Previous performance evaluations (written and verbal from current supervisor/manager).

   c. Specific skills required in the transfer assignment and the skill level of the applicant.

   d. Seniority in the job classification.

3. Those applicants who are not selected for the transfer assignment will receive a written response from the District indicating the reason for non-selection with signatures from the immediate supervisor and the department/area manager.

4. The employee selected will be placed in the assignment in "probationary status" for a period of thirty (30) days. Within the thirty (30) day period of time, either or both the supervisor/manager and the employee have the right to sever that relationship without cause.

5. During this thirty (30) day probationary period, the applicant's former assignment will be left vacant and may be filled by hourly to allow the employee to return to the former assignment.

c. The actions taken under Article 12.3 are not subject to grievance under Article 16 of the CBA.

2. Promotion

Tentative Agreement  Dec. 2, 2008  Page 2 of 4
When a vacancy occurs in a job classification in the unit which is considered a promotional opportunity, the vacancy will be posted in-house first only if the pool of eligible District employees has achieved proportionate representation and the District has an upward mobility program included in the faculty and staff diversity plan approved by the Chancellor. If the position is posted in-house first, current employees may apply for the vacancy and if eligible for the position, an interview shall be granted and finalized. Final selection is within the discretion of the District. If an in-house candidate is not selected, the position shall be advertised outside the District. (Sidebar signed 12/7/99)

3. **Posting of Notice and Filing**

   a. Job vacancy notices will be posted in the Human Resources Office, sent to all managers with a request to post, and to the CSEA President.

   b. If there is a transfer opportunity available or the promotional opportunity is posted in-house first, the job vacancy notice shall remain posted for a period of six (6) full working days, during which time employees within the unit who meet transfer or promotion requirements may file for the vacancy.

4. **Notice of Contents**

   The job vacancy notice shall include: job title, FTE and months per year assigned to the position, the salary range, schedule of hours, assigned area or department at time of hire, screening process, statement regarding affirmative action, regulation compliance, and the deadline for filing to fill the vacancy.

   A detailed job announcement shall be available from the District Human Resources.

5. **ADA Accommodation**

   Notwithstanding the terms of the contract regarding transfer priority, if a vacancy occurs within the bargaining unit and the District is aware of the need to provide reasonable accommodation under the ADA to an employee (not necessarily in the unit) and such accommodation may involve placement of that individual in the upcoming vacancy, the District and CSEA agree as follows:

   a. The District will provide notice to CSEA of the situation;

   b. The District will post the vacancy for transfer opportunity for the period of six (6) full working days as specified in the contract;

   c. At the close of the posting period, the District will decide whether or not to approve a transfer request (if any) or to place the individual needing accommodation in the vacant position;

   d. If the District decides to approve the transfer, then place the person needing accommodation in the newly open position, no posting of the position will be required without posting that newly open position for transfer.

   e. If the District decides not to place the person needing accommodation in the newly open position, the posting procedure as described above will be followed.
f. If the District decides to place the person needing accommodation in the originally vacant position (and thereby denying any transfer requests received), c. The District will so notify the individuals and CSEA of any and all decisions. (Settlement of Grievance Signed 11/9/99)

Date: December 2, 2008

For the District: 

[Signature]

For CSEA: 

[Signature]
MCCD and CSEA Tentative Agreement

July 8, 2008

ARTICLE 13
DISCIPLINARY ACTION

1. Definition of Probationary Period and Permanent Status

a. The probationary period of members of the classified service shall generally be six (6) months of actual service which shall be deemed to include days of absence for illness or injury to which the employee is entitled without loss of pay pursuant to the requirements and authority of Section 88191 of the Education Code. At the discretion of the Superintendent/President, a probationary period may be extended up to a year from the date of employment, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days prior to the scheduled completion date of the probationary period.

b. Members who are promoted to higher classifications shall serve a new six week probationary period in that classification, unless the probationary period is extended for an additional six weeks. If such a member does not pass probation in the higher classification, or elects to return to the immediate prior position held, during the probationary period, he/she shall have the right to return to that prior position, if it has not been permanently filled. If the position has been permanently filled, the member has the right to bump into a lower classification in which the member attained permanent status. All reasonable efforts shall be made to return such employees to the position they held immediately preceding their promotion.

c. Any permanent employee who has changed classification from the original classification in which they achieved permanence prior to the effective date of this contract, shall not lose any seniority in previous classifications served.

d. Any uncompensated leave taken in a probationary period shall automatically extend the probationary period one (1) additional day for each day of uncompensated leave. In addition, scheduled off-duty periods of less-than-12-month employees shall not be considered part of the probationary period.

e. During the probationary period, any employee in the classified service shall be subject to disciplinary action including termination at the end of a day or week, without a statement of cause, and shall not have the right to a hearing or appeal with respect thereto. If the District makes public the cause for termination of a probationary employee, that employee shall have a right to a hearing conducted according to Section 3. of this Article for the purpose of clearing the employee's name only.

f. Upon completion of the designated probationary period by a member of the classified service, such person is hereby designated as a permanent employee who shall be subject to disciplinary action only for cause as prescribed in these Regulations and Rules. Supervisors are encouraged to use progressive disciplinary steps (i.e., reprimand, suspension, termination) unless the violations are extremely serious.
2. **Cause for Disciplinary Action**

**Definition:**
- **Dismissal** - Removal from the employment of the District
- **Suspension** - Temporary removal from employment of the District for a specific period.
- **Involuntary Demotion & Involuntary Reassignments** - Involuntary assignment to a lower classification or a different position for disciplinary reasons in non-layoff situations.

A permanent classified employee shall be subject to disciplinary action, for any of the following causes:

a. Incompetency or inefficiency.

b. Absence and/or repeated tardiness without authority or sufficient reasons.

c. Insobriety or unauthorized use of narcotics or habit-forming drugs during duty hours.

d. Insubordination or insolence or disrespect toward superiors.

e. Dishonesty.

f. Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.

g. Immoral conduct.

h. Evident unfitness for service.

i. Physical or mental condition unfitting him/her for service.

j. Violation of or refusal to obey the education laws of the State or regulations of the District.

k. Discourteous treatment of the public, pupils or other employees while on duty.

l. Conduct in violation of Section 1028 of the Government Code (advocating the overthrow of the Government of the United States or of any state by force or violence).

m. Any conduct inimical to the welfare of the District or the students.

n. For employees who drive a vehicle in the regular course of their employment:

   1. Failure to maintain a good personal or business driving record;

   2. Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.

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Tentative Agreement 2 July 8, 2008
o. Neglect of duty.

p. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.

q. Willful damage to public property or waste of public supplies or equipment.

r. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's position description or otherwise necessary for the employee to perform the duties of the position.

s. Violation of a collective bargaining agreement.

t. Abandonment of job.

3. **Hearings**

a. **Preliminary Written Notice**

A permanent classified employee shall receive a preliminary written notice of any proposed suspension or termination. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based, and the date the disciplinary action will be effective.

Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the preliminary written notice.

The classified employee shall have the right to respond either orally or in writing within a specified reasonable time to the Superintendent/President or his/her designee. The Superintendent/President or designee shall consider the employee's response and recommend within five (5) working days that the proposed disciplinary action either be taken or not taken.

b. e. **Conduct of the Hearing**

1. **Hearing Board** -- The Governing Board shall determine whether any hearing will be conducted before the entire Governing Board or one or more named members of the
Governing Board or a Hearing Board or officer appointed by the Governing Board, and shall make such appointments as may be necessary. The term "Hearing Board" shall mean any board, board member or other person named or appointed under this Regulation-Article to hear any hearing. The hearing shall be in executive session (closed) unless the employee requests in writing that the hearing be held in open (public) session.

2. **Notice of Hearing** -- The Governing Board or the Hearing Board shall set the matter for hearing and shall give the employee at least five (5) working days notice in writing of the date and place of such hearing.

3. **Released Time** -- If the hearing is held during the work hours of employee(s), witness(es) and such employee(s) shall be released without any loss of pay or benefits, to appear at the hearing.

4. **Rights of Employee** -- The employee shall attend any hearing, unless excused by the Governing Board or the Hearing Board and shall be entitled to:

   a. The employee may, upon request, have copies of the materials upon which the charges are based;

   b. be represented by counsel or any other person at such hearing;

   c. testify under oath;

   d. compel the attendance of other employees of the District to testify in his or her behalf;

   e. cross-examine all witnesses appearing against him or her and all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Board;

   f. impeach any witness;

   g. present such affidavits, exhibits and other evidence as the Hearing Board deems pertinent to the inquiry;

   h. argue his or her case.

The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

5. **Evidence** - The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only
under oath or affirmation.

6. **Exclusion of Witnesses** - The Hearing Board may at its discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their, respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

7. **Burden of Proof** - The burden of proof shall be upon the party attempting to substantiate the charges.

8. **Findings and Decision** - Upon completion of the hearing, Findings of Fact and Conclusions of Law shall be signed and filed by the Governing Board, which shall constitute its decision. If the hearing is not before a quorum of the Governing Board, written findings and conclusions shall be submitted by the Hearing Board to the Governing Board for its approval. If the Governing Board accepts such findings and conclusions, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must read the record or hold a new hearing, after which it may adopt the findings and conclusions made by the Hearing Board, or make its own findings and conclusions.

Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee or his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive, subject only to judicial review.

9. **Report of Hearings** - The hearing shall be recorded by the District. At least two (2) work days prior to the hearing, the employee may inquire how the hearing will be recorded. If a court reporter is not to be used and the employee requests that such reporter be used, the cost shall be borne by the employee unless the District desires a copy of the transcript and then the cost of the reporter and of the transcript shall be borne equally between the District and the employee.

10. **Transcripts of Hearings** - Transcripts of hearings shall be furnished to any person on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the Vice President of Administrative Services College Operations. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.

11. **Continuances** - The Hearing Board may grant a continuance of any hearing upon such terms and conditions as it may deem proper, including in its discretion the condition that the employee shall be deemed to have waived salary for the period on continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

4. **Alternative Hearing**

As an alternative to the type of hearing provided for in subdivision 3. above, the employee may request that the hearing be conducted be an informal one by so stating in his/her demand for hearing. In the event the employee requests an informal hearing, and his or her collective bargaining representative agrees, the Superintendent/President or designee shall arrange with the

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**Tentative Agreement** 5 July 8, 2008
employee for the type of informal hearing to be conducted and the parties may agree in writing upon what person or persons shall hear the matter and how the hearing shall be conducted. In the event the parties fail to agree in writing within five (5) working days after filing of the notice of demand for hearing upon who shall hear the matter and how it shall be conducted, the hearing shall be conducted as provided for in subdivision 3. above. In the event the matter is informally heard as agreed upon in writing, the decision of the persons hearing the matter shall be final and conclusive, and there shall be no right of appeal by the employee to the Governing Board or to the courts unless otherwise stipulated in the written agreement to handle as an informal hearing.

***************

CSEA and MCCD agree to determine the appropriate location of Sections 1, A-F of this article.

Date: July 8, 2008

For the District: 

[Signature]

[Signature]

For CSEA: 

[Signature]

[Signature]

[Signature]
MCCD and CSEA Tentative Agreement
November 11, 2008

ARTICLE 14
CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

1. Job Descriptions

Commencing with the completion of the 2008 Ewing equity study job description review, copies of all job descriptions shall be provided to CSEA. The District shall provide CSEA with notice and opportunity to bargain regarding changes to job descriptions on wages, hours, or terms and conditions of employment.

Each job description shall specify in writing the effective date of the job description.

2. Placement in Class

Every bargaining unit position shall be placed in a classification. On a five (5) year cycle, the District and CSEA agree to contract a mutually agreeable third party to conduct a unit-wide “equity study” including salary placement, internal and external alignment and comparability analysis and job description review. The first “equity study” will commence in the school year 2003-2004. The study results and the implementation issues will be negotiated in the subsequent year contract negotiation. An equity study was completed in 2007-08. The next study is scheduled take place in 2012-2013.

2.3. New Positions or Classes of Positions

All newly-created positions or classes of positions classifications, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit. Any dispute regarding this paragraph shall be solely determined by PEB. The District shall notify CSEA of any proposed new classification to be assigned to the unit and negotiate its salary with CSEA.

3. Downward Adjustment

Any downward adjustment of any position or class of positions shall be considered a demotion and if not voluntary, shall take place only as a result of following the layoff procedures of this Agreement.

4. Reclassification

4a. Definition: Reclassification is a change in range for any of the following reasons:

1. New job duties with significantly increased difficulty complexity, scope and/or
significantly higher level of responsibility are either gradually added or
eventfully added to the requirements of the position.

2. An extraordinary need for change has been identified such as the shortage of
applicants, excessive turnover, or unique skills required.

3. In order to be considered for reclassification, the employee must be consistently
asked to perform tasks not contemplated in his/her job.

4. Increase in workload is NOT considered to be a valid reclassification request.

b. Process: The process consists of the following steps:

1. Employee obtains appropriate forms from Human Resources. This form must be
fully completed and sent back to Human Resources Dean by February 1st.

2. The Human Resources Dean, or designee, will forward the application to the
employee’s immediate supervisor who will be asked to review and comment on
the request.

3. The Human Resources Dean, or designee, will convene a Reclassification
Committee to consider all fully completed, timely submitted requests. The
Reclassification Committee will meet in the Spring of each school year and will
convene as many times as necessary for full consideration of applications. The
application review process shall be completed by June 30th of each year.

4. The date on which the reclassification takes effect, for purposes of salary and
seniority in classification, shall be the date on which the reclassification duties
commenced, but no earlier than July 1 of the fiscal calendar year in which
the reclassification occurs was submitted.

5. The Reclassification Committee shall notify any all employees and their
supervisors of the committee’s recommendations, whose reclassification
request is refused. The An employee may request a meeting with the committee
to request that it reconsider its recommendation, a District representative and
a CSEA representative regarding the decision.

6. The Reclassification Committee shall make its recommendations each year to the
negotiations committee to negotiate funding and implementation issues.

5.6. Reclassification Committee:

a. A joint The Reclassification Committee shall consist of up to three (3) unit members
selected by CSEA and up to three (3) employees selected by the District.

b. The Reclassification Committee will set up internal committee procedures and may
request additional information concerning the applicant’s position as needed which
may include, but not be limited to, desk audit, comparable salary data, interview of
employee.

c. All recommendations of the Reclassification Committee shall be made by a vote of
all committee members in the form of “consensus minus one.”

d. Any Classified Committee Member whose position is being considered for reclassification will be recused from the Committee and temporarily replaced by another Classified Employee designated by the remaining Classified Committee Members CSEA.

Date: November 11, 2008

For the District:  
[Signatures]

For CSEA:  
[Signatures]
MCCD and CSEA Tentative Agreement

July 8, 2008

ARTICLE 14
CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

1. Job Descriptions

Commencing with the completion of the 2008 Ewing equity study job description review, copies of all job descriptions shall be provided to CSEA. The District shall provide CSEA with notice and opportunity to bargain regarding the effects of changes to job descriptions on wages, hours, or terms and conditions of employment.

Each job description shall specify in writing the effective date of the job description.

The balance of Article 14, is still under negotiation.

Date: July 8, 2008

For the District:    For CSEA:

[Signature]

[Signature]
Tentative Agreement
April 23, 2008

ARTICLE 16
GRIEVANCE PROCEDURE

1. Definitions
   a. A "grievance" is a complaint by the grievant that he/she has been directly and adversely affected by a misapplication or violation of a specific provision of this Agreement.
   b. A "grievant" is a member of the bargaining unit (as defined by this contract) with a grievance, or CSEA. CSEA may file an individual or group grievance on behalf of an employee or employees.
   c. A "day" is any day in which the District Office or the School District is open for business.
   d. A "Supervisory/Management Team Member" is an employee in a position designated as supervisory or management by the Public Employee Relations Board.

2. Procedure
   e. Level V

   1. Within twenty (20) days of the grievant's receipt of the decision at Level IV, CSEA shall inform the District as to whether the grievance will be arbitrated. CSEA and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. The order of the striking shall be determined by lot. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator.

   5. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the findings and award.

For the District
[Signature]

For the CSEA
[Signature]
ARTICLE 21
NON-DISCRIMINATION

The District shall not discriminate against any member of the bargaining unit on the basis of race, ancestry, color, national origin, sexual orientation, disability, religious creed, age, gender, marital status, medical condition, status as a Vietnam era veteran or membership or participation in the activities of an employee organization insofar as such matters are within the scope of representation set forth by law.

CSERA AGREES TO THIS PROPOSAL.

Sept. 16, 2008
For the District

Linda Team

For CSEA

Galen VanCuyk
dated 11-09-2008

Monty Jr.

Henry Landy

ARTICLE 23

DURATION

The parties agree to continue the terms and conditions of employment set forth in this agreement from July 1, 2004 through June 30, 2007 July 1, 2007 to June 30, 2009. Any proposals which were raised during negotiations during the 2007-2008 school year shall be carried over to negotiations in the 2008-2009 school year. In addition, upon the written request by either party, any article may be reopened during the term of this agreement.

Date: December 2, 2008

For the District:  

[Signature]

For CSEA:  

[Signature]
Memorandum of Understanding Between CSEA Chapter 196
And the Marin Community College District

July 8, 2008

CSEA and the Marin Community College District agree to the following:

Until such time as the parties negotiate by side letter, any changes in the collective bargaining agreement necessitated by the Banner system, the processes referenced in the contract shall be carried out according to the current contract language.

Date: July 8, 2008

For the District:
[Signatures]

For CSEA:
[Signatures]
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

To:      Board of Trustees
From:    Superintendent/President
Subject: Notice of Completion  
         Learning Resource Center Carpet Project

Reason for Board Consideration: APPROVAL  
Enclosure(s): Notice of Completion

BACKGROUND:

On October 14, 2008, the Board of Trustees awarded the bid for the Learning Resource Center Carpet Project, Kentfield Campus, to Continental Flooring Company in the amount of $145,668.

All work on the project has been completed and inspected and there were no change orders.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees accept the work for the Learning Resource Center Carpet Project at the Kentfield Campus and authorize staff to file the attached Notice of Completion with the County of Marin.
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:

<table>
<thead>
<tr>
<th>NAMES</th>
<th>ADDRESSES</th>
</tr>
</thead>
</table>

6. Work on the property hereinafter described was completed on: January 14, 2009
7. The Project Name is: Learning Resource Center Carpet Project, Kentfield Campus
8. The contractor for such work of modernization is Continental Flooring Company
9. The name of the contractor's Surety Co is Westchester Fire Insurance Company
10. The date of contract between the contractor and the above owner is October 31, 2008
11. The street address of said property is 835 College Avenue
12. The property on which said work of modernization was completed is in the Town of Kentfield, County of Marin, State of California, and is described as follows: Learning Resource Center

__________________________
Date

__________________________
Signature of Owner
Marin Community College District

Verification
I, undersigned, say:
I am ____________________________________
("President," "Owner," "Manager," etc.)
Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.
I declare under penalty of perjury that the foregoing is correct and true.

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

__________________________
(Personal signature of the individual swearing that the contents of the notice are true)
<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>January 20, 2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>B.13.A</td>
</tr>
<tr>
<td>Subject:</td>
<td>Contracts and Agreement for Services Report—December 31, 2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
<td>Attachment</td>
</tr>
</tbody>
</table>

**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
## Contracts and Agreement for Services

**OVER $1,000.00**  
**MONTHLY REVIEW December 31, 2008**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Unrestricted</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204572</td>
<td>Pacific Sun</td>
<td>Communication, Comm Relations</td>
<td>$1,300.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services for e-mail advertising, as a sponsor to promote College on email advertisements in Pacific Sun’s E-paper.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204576</td>
<td>Hutton, Sherer Marketing Advertising and Design</td>
<td>Communication, Comm Relations</td>
<td>$11,507.00</td>
</tr>
<tr>
<td></td>
<td>Print advertising services for the College to advertise in various publications, periodicals for promoting the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204577</td>
<td>Hutton, Sherer Marketing Advertising and Design</td>
<td>Communication, Comm Relations</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Copywriting and editing services for college publications, President’s Report, Newsletter, and other large scope publications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204580</td>
<td>Print Inkorporated/Paul Giampaoli</td>
<td>Communication, Comm Relations</td>
<td>$14,000.00</td>
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<tr>
<td></td>
<td>Printing services for the printing of 110,000 two color tabloid President’s Report letter inserted into envelopes and mailed to all Marin County residents.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204584</td>
<td>North State Environmental</td>
<td>Maintenance</td>
<td>$7,740.37</td>
</tr>
<tr>
<td></td>
<td>Removing and disposing services of hazardous material at Pomo buildings, prior to construction/modernization.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204585</td>
<td>Law Office of Larry Frierson</td>
<td>District Wide</td>
<td>$2,300.00</td>
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<tr>
<td></td>
<td>Legal and mitigation services for May 2008</td>
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<td></td>
</tr>
<tr>
<td>P0204586</td>
<td>Hutton, Sherer Marketing Advertising and Design</td>
<td>Communication, Comm Relations</td>
<td>$10,000.00</td>
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<tr>
<td></td>
<td>Advertising services for television and radio for Spring 2009 semester enrollment.</td>
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<td></td>
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<tr>
<td>P0204591</td>
<td>Ronald Hoh</td>
<td>District Wide</td>
<td>$2,569.29</td>
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<tr>
<td></td>
<td>Arbitration services for a grievance to review evidence, study, research and prepare a brief UPM/AFT, June 2008.</td>
<td></td>
<td></td>
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<tr>
<td>P0204603</td>
<td>Liebert Cassidy &amp; Whitmore</td>
<td>Human Resources</td>
<td>$2,500.00</td>
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<tr>
<td></td>
<td>Workshop services for, “Preventing Harassment, Discrimination and Retaliation in the Academic Setting/Environment” for two sessions on January 6, 2009.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204607</td>
<td>Wonderlic, Inc</td>
<td>Testing</td>
<td>$1,060.00</td>
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<tr>
<td></td>
<td>Testing/assessment services for students for the Ability To Benefit tests, used for Career Programs Assessment evaluation.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Contracts and Agreement for Services

**OVER $1,000.00**

**MONTHLY REVIEW December 31, 2008**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
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<tbody>
<tr>
<td>P0204611</td>
<td>EBSCO Subscription Service</td>
<td>Learning Resource Center</td>
<td>$15,756.10</td>
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<tr>
<td></td>
<td>Annual online database services for the library for 2008-2009.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204613</td>
<td>Perfect Timing, Inc</td>
<td>Fiscal Services</td>
<td>$1,220.00</td>
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<tr>
<td></td>
<td>Temporary services for data entry person, for payroll entries.</td>
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<td></td>
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<tr>
<td>P0204619</td>
<td>Minisoft, Inc</td>
<td>Information Technology</td>
<td>$1,200.00</td>
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<tr>
<td></td>
<td>Updating/Maintenance services for the HP Open Database Connectivity, OBDC, software maintenance.</td>
<td></td>
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</tr>
<tr>
<td>P0204627</td>
<td>Academic Senate For California Community Colleges</td>
<td>Academic Senate</td>
<td>$1,516.90</td>
</tr>
<tr>
<td></td>
<td>Annual Senate services/membership for 2008-2009.</td>
<td></td>
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<tr>
<td>P0204647</td>
<td>Marin Central Collections</td>
<td>Police</td>
<td>$1,191.50</td>
</tr>
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<td></td>
<td>Permit issuing services for the Hazardous Material Permit for the Indian Valley Campus.</td>
<td></td>
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<tr>
<td>P0204648</td>
<td>Marin Central Collections</td>
<td>Police</td>
<td>$1,219.00</td>
</tr>
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<td></td>
<td>Permit issuing services for the Hazardous Material Permit for the Kentfield Campus.</td>
<td></td>
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<td>P0204650</td>
<td>Education To Go</td>
<td>Microcomputer Center</td>
<td>$1,540.00</td>
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<td></td>
<td>Online course services for November 2008.</td>
<td></td>
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<tr>
<td>P0204659</td>
<td>Law Office of Larry Frierson</td>
<td>District Wide</td>
<td>$17,500.00</td>
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<tr>
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<td>Legal services for the UPM impasse and arbitration, November 2008.</td>
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<td>P0204660</td>
<td>Law Office of Larry Frierson</td>
<td>District Wide</td>
<td>$9,600.00</td>
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<td>Negotiations for the CSEA and SEIU, for November 2008.</td>
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<td>P0204661</td>
<td>Perfect Timing, Inc</td>
<td>Learning Resources Center</td>
<td>$1,087.50</td>
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<tr>
<td></td>
<td>Temporary services for the library.</td>
<td></td>
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<tr>
<td>P0204663</td>
<td>Bay Nonviolent Communication</td>
<td>Human Resources</td>
<td>$2,500.00</td>
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<td></td>
<td>Workshop training services for the Learning Resources and Communications, Community Relations organizations on December 4, 2008 at the IVC Campus.</td>
<td></td>
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<tr>
<td>P0204665</td>
<td>LawRoom</td>
<td>Human Resources</td>
<td>$1,240.00</td>
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<td></td>
<td>Compliance employment law updating information, training and workshop services, included with annual membership for Human Resource Organization.</td>
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<td>P0204668</td>
<td>Community College League of California</td>
<td>Learning Resources Center</td>
<td>$12,116.61</td>
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<td></td>
<td>Annual renewal services for online database for the library for Fall 2008, unrestricted portion</td>
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<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
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<td>P0204670</td>
<td>Perfect Timing, Inc</td>
<td>Workforce Developmet</td>
<td>$ 5,423.00</td>
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<td></td>
<td>Temporary services for the Internet Café evening position, August 15 through December 8, 2008.</td>
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<td>P0204673</td>
<td>Novato Sanitary District</td>
<td>Utilities-IVC</td>
<td>$15,320.71</td>
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<td></td>
<td>Semi-annual sewer services for 2008-2009, for the Indian Valley Campus location.</td>
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<td>P0204675</td>
<td>CDWG, Inc</td>
<td>Information Technology</td>
<td>$ 1,218.00</td>
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<td>Smart net enhancement and maintenance services for networking devices.</td>
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<td>P0204686</td>
<td>Sonoma County Education Legal</td>
<td>District Wide</td>
<td>$37,000.00</td>
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<td>Legal services, 200 additional retainer hours for 2008/09.</td>
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<tr>
<td>P0204688</td>
<td>Hutton, Sherer Marketing Advertising and Design</td>
<td>Communication, Comm Relations</td>
<td>$21,574.00</td>
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<td>Advertising services for television and radio for Spring 2009 semester enrollment.</td>
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<td>P0204689</td>
<td>Hutton, Sherer Marketing Advertising and Design</td>
<td>Communication, Comm Relations</td>
<td>$ 3,700.00</td>
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<td>Advertising services for Golden Gate Transit buses, for Spring 2009 semester enrollment.</td>
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<tr>
<td>P0204691</td>
<td>Hutton, Sherer Marketing Advertising and Design</td>
<td>Communication, Comm Relations</td>
<td>$ 1,050.00</td>
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<td></td>
<td>Printing services for printing Golden Gate Transit bus advertisements.</td>
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<tr>
<td>P0204692</td>
<td>Marin Independent Journal</td>
<td>Communication, Comm Relations</td>
<td>$ 5,000.00</td>
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<td></td>
<td>Advertising services for weekly advertising in the TV guide sections of Marin IJ newspaper.</td>
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<td>P0204708</td>
<td>ASCAP-American Society of Composers, Authors &amp; Publishers, for Symphonic &amp; Educational Licensing</td>
<td>District Wide</td>
<td>$ 1,425.28</td>
</tr>
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<td></td>
<td>Annual licensing services, for 2008/2009 to perform songs and musical works created and owned by songwriters, composers, lyricists and music publishers who are ASCAP members, fees based on College FTES.</td>
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<tr>
<td>P0204709</td>
<td>BMI-Broadcast Music, Inc</td>
<td>District Wide</td>
<td>$ 1,362.92</td>
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<td></td>
<td>Annual licensing services for 2008/2009 on behalf of songwriters, composers and music publishers to distribute royalties to its members for their works that are being performed.</td>
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<tr>
<td>P0204715</td>
<td>Arnold Bray</td>
<td>District Wide</td>
<td>$13,000.00</td>
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<td></td>
<td>Legislative Advocacy services for the College</td>
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<td>P0204740</td>
<td>Carrier Commercial Service</td>
<td>Maintenance</td>
<td>$ 1,000.00</td>
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<td></td>
<td>Replacement/repair/installation services for CPU boards at Kentfield, Learning Resource Center and PPI, at IVC Campus, includes reprogramming of system concurrent with installation</td>
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<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept</td>
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<td>P0204758</td>
<td>Maximus, Inc</td>
<td>Maintenance</td>
<td>$8,350.00</td>
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<td></td>
<td>Mandated costs and reimbursement services for the College to maximize State allocations.</td>
<td></td>
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<tr>
<td>P0204668</td>
<td>Community College League of California</td>
<td>Learning Resources Center</td>
<td>$26,460.02</td>
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<tr>
<td></td>
<td>Annual renewal services for online database for the library for Fall 2008, restricted portion.</td>
<td></td>
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<tr>
<td>P0204680</td>
<td>County of Marin Dept of Health &amp; Human Services</td>
<td>Calworks Program</td>
<td>$35,000.00</td>
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<tr>
<td></td>
<td>Employment Development Counseling services for job development services of Subsidized slots of Calworks for Students at the College of Marin.</td>
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</tbody>
</table>

**MEASURE C BOND**

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<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Measure</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>P0204631</td>
<td>K&amp;L Automotive Equipment, Inc</td>
<td>C</td>
<td>$1,049.00</td>
</tr>
<tr>
<td></td>
<td>Certification services, for the hydraulic lifts, at the temporary Transportation Technology building.</td>
<td></td>
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</tr>
<tr>
<td>P0204632</td>
<td>Branson School</td>
<td>C</td>
<td>$2,700.00</td>
</tr>
<tr>
<td></td>
<td>Facility use/rental services, for the Branson School Gym, for the Men’s Basketball team practices, from November 3, 2008 to February 20, 2009.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0204633</td>
<td>Tarps &amp; Tie-Downs, Inc</td>
<td>C</td>
<td>$8,388.00</td>
</tr>
<tr>
<td></td>
<td>Manufacturing and installing services for 38’ x 20’ canopy/tarp for the Transportation Tech Relocation.</td>
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<tr>
<td>P0204635</td>
<td>Megraw-Hill Construction Regional Publications</td>
<td>C</td>
<td>$1,120.00</td>
</tr>
<tr>
<td></td>
<td>Legal advertising services for two required run dates, for additional advertising of the Health Services Portable Project.</td>
<td></td>
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<tr>
<td>P0204636</td>
<td>Megraw-Hill Construction Regional Publications</td>
<td>C</td>
<td>$1,232.00</td>
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<tr>
<td></td>
<td>Advertising services for required advertising, two run dates, for the West Campus Bridge Project.</td>
<td></td>
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<tr>
<td>P0204637</td>
<td>All City Management Services</td>
<td>C</td>
<td>$1,365.00</td>
</tr>
<tr>
<td></td>
<td>Crossing guard services, at the Kentfield Campus at College Avenue, near Kent Avenue, on designated, ‘school days.’</td>
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<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
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<tr>
<td>P0204638</td>
<td>Mcgraw-Hill Construction Regional Publications</td>
<td>Measure C</td>
<td>$1,680.00</td>
</tr>
</tbody>
</table>

Required advertising services for bidding of the Building Signage Phase One, three projects, Transportation Tech Complex Project, Main Building Complex Project and Diamond PE Center Project.
Marin Community College District
Measure C Bond Modernization Program

Modernization Director’s Report to Board of Trustees
January 20, 2009
B.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: $54.7 million (20.7% of bond spending plan)
  - Assessment $ 5.5 million
  - Planning/design $30.6 million
  - Construction $18.6 million

- Summary of modernization items in this agenda:

  Consent (Ratification only):
  Nine (9) construction contracts ($1,212,889)
  Seven (7) professional services agreement amendments ($107,877)

  Action:
  Two (2) new professional services agreements ($35,500)
  Four (4) authorizations and approvals (no cost)
  Seven (7) construction contract change orders ($288,133)

- Net value of new contracts / changes / amendments in this agenda: $1,644,399

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

1. KTD Fine Arts Building
   Approval (CEQA) and authorization to bid
   (Plans submitted to DSA) 
   This meeting

2. KTD Science/Math/Central Plant
   Approval (CEQA)
   Authorization to bid
   (Plans submitted to DSA) 
   This meeting
   February

3. KTD Performing Arts Building
   Design review pending
   (Plans submitted to DSA) 
   TBD

4. KTD Gateway Complex
   Authorization to initiate planning
   This meeting

CURRENT CONSTRUCTION (major building projects are listed in bold)

- Diamond PE Center:
  Change order exposure approaching 10%;
  detailed analysis underway. CO #8 submitted this meeting; contingency 4.8% to date.

- IVC Trans. Tech. Complex:
  No issues. CO #1 submitted this meeting; contingency < 1% to date.
Marin Community College District
Measure C Bond Modernization Program

- **IVC Main Building Complex:** No issues.
- **KTD Geothermal Fields:** Negotiating claims. *Change order exposure expected to exceed 10%; detailed analysis underway. No change orders submitted to date.*
- **KTD PE Photovoltaics:** No issues.
- **IVC Creek Erosion Mitigation:** *Change Order #2 submitted this meeting. Final contingency 7.5%. No additional Change Orders anticipated. NOC to be presented at next BOT meeting.*
- **IVC West Campus utilities:** Substantially complete; final work pending completion of related NMWD work
- **KTD SMCP Utility Project:** *Change order exposure approaching 10%; detailed analysis underway. Change Order #1 submitted this meeting; 1.5% contingency to date.*
- **KTD West Bridge:** Notice to Proceed issued; work started.

**FUTURE CONSTRUCTION (major projects are listed in bold)**

- **KTD Demo (Dickson, D/L, DSPS):** 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 2012 – Winter 2014.

**OTHER OPEN INITIATIVES**

- **Swing space/relocation:**
  - **DSPS** Move to LRC completed. *Hannibal (electrical) Change Order #3 and resolution submitted this meeting. Contingency 20.2% to date.*
  - **Health Center** Notice to Proceed issued; work started. *Change Order #1 submitted this meeting; contingency < 1% to date.*
  - **Dance** Design underway.
  - **TransTech/Env'l Landscape, IVC** Relocation substantially complete.
  - **Dickson Hall faculty** Move scheduled for Summer 2009
Marin Community College District
Measure C Bond Modernization Program

- Kentfield Orchard
  Relocation substantially complete.

- Initial CEQA studies, KTD projects:
  BOT certification submitted this meeting.

- Furniture, fixtures, equipment:
  Proceeding

- Building Signage, Phase 1:
  Contract awarded

- Technical standards:
  Revisions proceeding
Marin Community College District
Sustainability Initiatives

Report to the Board
January 20, 2009
B.13.B.2

Sustainability Overview

This month, staff began development of a master "database" of resources and initiatives that can be useful to the District in advancing its sustainability efforts.

Presidents Climate Commitment (PCC)

Staff submitted the Greenhouse Gas Emissions Inventory to the Presidents Climate Commitment in December 2008. The inventory calculates that the District produced 11.8 metric tons of carbon dioxide in the 2007 - 2008 reporting year (65% from commuters and 34% from purchased electricity). A summary report is attached.

Efforts to complete the required Institutional Action Plan (to reduce the District's carbon footprint) will continue throughout the semester. The Plan is due to the PCC on September 15, 2009.

Environmental Impact Report (EIR)

The final certification of the Initial Study for the Science / Math / Central Plant and Fine / Performing Arts projects is submitted to the Board in another section of this agenda.

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. The work group will reconvene on January 28 to discuss next steps and next project(s).
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. At this time all projects are still expected to earn at least "certified" status.

AB 32

Recent conferences and communications have provided preliminary information about implementation of AB 32 in community colleges. AB 32 will mandate reduction of greenhouse gas emissions statewide. The District's participation in the Presidents Climate Commitment and LEED building certification, as well as other grass-roots sustainability initiatives, will help the District reach compliance with AB 32.

Renewable Energy

Construction of a photovoltaic system array in Parking Lot 12, Kentfield, is ongoing, with installation of umbrella structures well underway. The scheduled completion date for this project is holding at Spring 2009.
<table>
<thead>
<tr>
<th>Project</th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
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<tbody>
<tr>
<td><strong>305A - Science Math Central Plant Complex</strong></td>
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<td>Oct. 06 Schedule / Budget</td>
<td>$4,188,000</td>
<td>$38,246,000</td>
<td>$42,434,000</td>
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<td>306C New Fine Arts Building</td>
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<td>Oct. 06 Schedule / Budget</td>
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<td>306A Performing Arts Modernization</td>
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<td>Oct. 06 Schedule / Budget</td>
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<td>Feb. 07 Schedule / Budget</td>
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<td>308B Diamond PE Center Alterations</td>
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<td>Feb. 07 Schedule / Budget</td>
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<td>Current Schedule (% of current phase)</td>
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</table>
### 402A Transportation Technology Complex

- **Oct. 06 Schedule / Budget**
- **Feb. 07 Schedule / Budget**
- **Current Schedule (％ of current phase)**
- **Current expenditures (％ of budget)**

| Year | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 2005 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 2006 | $554,000 | $6,033,000 | $5,687,000 | $5,687,000 |
| 2007 | $1,465,000 | $11,578,000 | $13,043,000 | $13,043,000 |
| 2008 | $2,119,000 | $19,475,000 | $21,594,000 | $21,594,000 |
| 2009 | $2,410,000 | $19,890,000 | $22,300,000 | $22,300,000 |
| 2010 | $4,984,000 | $45,633,000 | $50,597,000 | $50,597,000 |
| 2011 | $1,823,000 | $15,677,000 | $17,500,000 | $17,500,000 |
| 2012 | $1,283,000 | $11,823,000 | $13,106,000 | $13,106,000 |
| 2013 | $0 | $0 | $0 | $0 |

### 417A Main Building Complex

- **Oct. 06 Schedule / Budget**
- **Feb. 07 Schedule / Budget**
- **Current Schedule (％ of current phase)**
- **Current expenditures (％ of budget)**

| Year | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 2005 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 2006 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 2007 | $1,357,828 | $137,300 | $1,357,828 | $137,300 |
| 2008 | $2,119,000 | $19,475,000 | $21,594,000 | $21,594,000 |
| 2009 | $2,410,000 | $19,890,000 | $22,300,000 | $22,300,000 |
| 2010 | $1,863,014 | $393,023 | $1,863,014 | $393,023 |

### 303B Gateway Complex

- **Oct. 06 Schedule / Budget**
- **Feb. 07 Schedule / Budget**
- **Current Schedule (％ of current phase)**
- **Current expenditures (％ of budget)**

### 302B LRC Modernization

- **Oct. 06 Schedule / Budget**
- **Feb. 07 Schedule / Budget**
- **Current Schedule**

| Year | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 2005 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 2006 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 2007 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 2008 | $1,283,000 | $11,823,000 | $13,106,000 | $13,106,000 |
| 2009 | $0 | $0 | $0 | $0 |

### 304A Fusselman Hall Modernization

- **Oct. 06 Schedule / Budget**
- **Feb. 07 Schedule / Budget**
- **Current Schedule**

| Year | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 2005 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 2006 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 2007 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 2008 | $547,000 | $5,190,000 | $5,737,000 | $5,737,000 |
| 2009 | $0 | $0 | $0 | $0 |
Notes:

1A) Scope revisions (increased SF for more efficient class room use and added cost for wet labs) increased project costs and expanded construction schedule by approximately 3 months.

1B) A delay occurred during change in Architectural firms for approximately 3 months.

1C) Project has been submitted to DSA, therefore the project design is 95% complete. There will be very little additional invoiced until DSA releases the Project.

2A) Reallocation of sitework from Performing Arts to Fine Arts (Site Utilities, landscape was previously split 50/50 now 75/25)

2B) Due to scope revisions after programming and before the start of Conceptual Design, the project was delayed 4 months in design.

2C) Project has been submitted to DSA, therefore the project design is 95% complete. There will be very little additional invoiced until DSA releases the Project.

3A) Scope revised from minor modernization to reconfiguration of one area of the building and the addition of the front lobby and dance studio.

3B) Due to scope revisions after programming and before the start of Conceptual Design, the project was delayed 4 months in design.

3C) Project has been submitted to DSA, therefore the project design is 95% complete. There will be very little additional invoiced until DSA releases the Project.

4A) Construction schedule expanded by approximately 3 months due to increased knowledge of required work.

4B) Only accounts for the main building structure are included in this cost. The cost DOES NOT include subprojects.

4C) The 91% is based on the amount spent of the Preconstruction budget. We are now in the construction budget and, therefore, expect little additional expenses for preconstruction.

5A) Correction to top codes required increase in total SF, leading to increased budget and expanded construction schedule.

5B) Only accounts for the main building structure are included in this cost. The cost DOES NOT include subprojects.

6A) Minor revisions to sitework allocation.

7A) Partial project scope reallocated to Science/Math/Central Plant building and to the Fine Arts Building.

7B) Revised budget cost DOES NOT INCLUDE additional state funding.

7C) Original project scope was two simple two story structures, current design is three stories and includes a breeze way and extensive sitework. This revision required an extension for design time as well as construction time.

8A) Project funds reallocated to other projects.
9A) Project funds reallocated to other projects.
A. Alfa Tech Cambridge Group (Geothermal / PV @ PE / Sitework)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction: Original 11/15/07-3/15/08</td>
<td></td>
<td>Amendment 10</td>
<td>In close out</td>
</tr>
<tr>
<td>Current: 4/7/08-10/15/08</td>
<td></td>
<td>Amendment 10</td>
<td></td>
</tr>
<tr>
<td>Geothermal System at Kentfield Campus</td>
<td>Revisions / clarifications to the design documents delayed bid into holidays. To have adequate bid response it was determined to postpone bid until after the holidays. Project was then rebid, with BOT approval, due to incomplete bid documentation. Construction delays due to out of sequence work in Parking Lot 4 and incorrect piping in Parking Lot 7.</td>
<td>Amendment 14</td>
<td></td>
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<tr>
<td>Electrical &amp; IT design services for 12 KV Utility extension project</td>
<td>to follow project 402A schedule</td>
<td>Amendment 14</td>
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B. Amy Skewes-Cox (EIR)

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C. CSW Stuber-Stroeh (Bioswale / West Campus Bridge / Sitework)

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<th>Document</th>
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<tbody>
<tr>
<td>Vertical &amp; horizontal pad certification</td>
<td>to follow 417B project schedule</td>
<td>Amendment 15</td>
<td>N/A</td>
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<tr>
<td>Geothermal Fields KTD Parking lots reconditioning 305B</td>
<td>12/31/2008</td>
<td>Amendment 18</td>
<td></td>
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<tr>
<td>Civil engineering design svc's for new metal bldg (850N)</td>
<td>Original: 2/1/08 for CD Revised: 12/31/08</td>
<td>Amendment 20</td>
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<tr>
<td>Construction Admin Services for Ignacio Creek (419A)</td>
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<td>Amendment 21</td>
<td>In Close Out</td>
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D. Degenkolb Engineers (District Structural Engineers)

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E. ED2 International (Science / Math / Central Plant)

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<th>Milestone Date</th>
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<th>Completed</th>
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<tbody>
<tr>
<td>Construction Document Phase - end</td>
<td>Original 8/30/08 - Current 11/15/08</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Due to user group input, Construction Document phase start was delayed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DSA Submittal (100% CD's)</td>
<td>Original 9/1/2008 - Current 11/15/08</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Due to user group input, Construction Document phase start was delayed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated DSA Stamp-out (100% CD's)</td>
<td>Original 2/1/2009 - Current 5/15/09</td>
<td>Contract</td>
<td></td>
</tr>
<tr>
<td>Bidding Phase - to Notice to Proceed</td>
<td>Original 5/1/2009 - Current 6/15/09</td>
<td>Contract</td>
<td></td>
</tr>
<tr>
<td>Construction Phase - 24 Months</td>
<td>5/15/09-4/30/11</td>
<td>Contract</td>
<td></td>
</tr>
<tr>
<td>Operation/Project Close-out Phase - 12 months</td>
<td>4/30/2012</td>
<td>Contract</td>
<td></td>
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F. Fugro West, Inc. (District Soils Engineer)

<table>
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<tbody>
<tr>
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</table>
### G. KIT (Hardison, Komatsu, Ivelich & Tucker) (Transportation Technology Center)

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<th>Completed</th>
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</thead>
<tbody>
<tr>
<td>Construction Phase</td>
<td>Original: 8/15/08-8/31/09</td>
<td>Contract</td>
<td>On Going</td>
</tr>
<tr>
<td>Operation/Project Close-out Phase - 12 months</td>
<td>Plans came out of DSA July 8, 2008.</td>
<td></td>
<td></td>
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<tr>
<td>Additional Design and CA services for Health and DSPS</td>
<td>12/31/2008</td>
<td>Amendment 5</td>
<td>On Going</td>
</tr>
<tr>
<td>Construction Admin 850C, 850H, 407D</td>
<td>9/30/2008</td>
<td>Amendment 6</td>
<td>X</td>
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</table>

Due to the design revisions needed for DSPS and Health Services the additional design and CA services were extended.

### H. Kate Keating Associates, Inc. (District Signage Consultant)

<table>
<thead>
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<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
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</thead>
<tbody>
<tr>
<td>Design Development Drawings</td>
<td>8/31/08</td>
<td>Amendment 2</td>
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<tr>
<td>Construction Documents</td>
<td>10/31/08</td>
<td>Amendment 2</td>
<td></td>
</tr>
<tr>
<td>SMCP Complex project specific design work</td>
<td>12/31/2008</td>
<td>Amendment 2</td>
<td></td>
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<tr>
<td>Construction Docs at 100% for bid and 100% for fabrication (306C)</td>
<td>3/30/2009</td>
<td>Amendment 4</td>
<td></td>
</tr>
<tr>
<td>Construction Docs for DSA Review and back check (306A)</td>
<td>10/15/2009</td>
<td>Amendment 4</td>
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<tr>
<td>Construction Docs at 100% for bid and 100% for fabrication (306A)</td>
<td>5/1/2010</td>
<td>Amendment 4</td>
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</table>

### I. Kwan Henmi (Diamond PE Center)

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<th>Document</th>
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</table>

DSA took longer to review the plans than originally scheduled which then required a revised bid date, which then revised the construction start date.

### J. Marcy Wong and Donn Logan (FA / PA Buildings)

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<tbody>
<tr>
<td>Construction Document Phase - end</td>
<td>Original: 5/19/2008 Revised: 7/14/08 Current 1/10/08</td>
<td>Contract</td>
<td>Amendment 4</td>
</tr>
<tr>
<td>DSA Submittal (95% CD's)</td>
<td>Original: 5/19/2008 Revised: 7/14/08 Current: 1/10/08</td>
<td>Contract</td>
<td>Amendment 4</td>
</tr>
<tr>
<td>Estimated DSA Stamp-out (100% CD's)</td>
<td>Original: 10/14/2008 Current: 5/01/09</td>
<td>Contract</td>
<td>Amendment 4</td>
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Due to user group questions concerning restrooms and classroom sizes, the start of CD drawings was delayed.

<table>
<thead>
<tr>
<th>Activity</th>
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<tbody>
<tr>
<td>Bidding Phase</td>
<td>12/15/09-3/15/10</td>
<td>Contract</td>
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<tr>
<td>Construction Phase</td>
<td>3/15/10-6/30/11</td>
<td>Contract</td>
<td></td>
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<tr>
<td>Operation/Project Close-out Phase - 12 months</td>
<td>5/1/11-7/31/11</td>
<td>Contract</td>
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<tr>
<td>Project Close-out with DSA</td>
<td>4/30/11-8/31/11</td>
<td>Contract</td>
<td></td>
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<tr>
<td>Extra programming &amp; conceptual design schemes</td>
<td>dates not changed</td>
<td>Amendment 1</td>
<td></td>
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<tr>
<td>Survey specs and prelim project scope guidelines</td>
<td>dates not changed</td>
<td>Amendment 1</td>
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<tr>
<td>Fine Arts</td>
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<tr>
<td>Estimated DSA Stamp-out (100% CD's)</td>
<td>Original: 9/14/2008 Current: 4/19/09</td>
<td>Contract</td>
<td>Amendment 4</td>
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Due to user group questions concerning restrooms and classroom sizes, the start of CD drawings was delayed.

<table>
<thead>
<tr>
<th>Activity</th>
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<th>Completed</th>
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<tbody>
<tr>
<td>Bidding Phase</td>
<td>Original: 11/16/08-1/15/09 Current Bid Date: 5/15/09</td>
<td>Contract</td>
<td>Amendment 4</td>
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</table>
Due to user group questions concerning restrooms and classroom sizes, the start of CD drawings was delayed.

### Construction Phase
- **Original:** 1/16/09-5/31/10
- **Current:** 5/16/09 - 9/31/10
- **Contract Amendment:** 4

### Operation/Project Close-out Phase - 12 months
- **Original:** 5/1/10-7/31/10
- **Current:** 9/31/10 - 12/31/10
- **Contract Amendment:** 4

### Project Close-out with DSA
- **Original:** 4/30/10-8/31/10
- **Current:** 2/1/11
- **Contract Amendment:** 4

---

### K. Ninyo & Moore (District Industrial Hygienist Consultant)

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### L. Royston Hanamoto Alley & Abey (District Landscape Consultant)

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<tr>
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<tr>
<td>Indian Valley Construction Phasing Diagrams</td>
<td>Quarterly through 2011</td>
<td>Amendment 3</td>
<td></td>
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<tr>
<td>Diamond PE Complex Construction Phasing Diagrams</td>
<td>Quarterly through 2009</td>
<td>Amendment 3</td>
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<tr>
<td>LEED Services</td>
<td>8/15/07 through CA Phase</td>
<td>Amendment 4</td>
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<tr>
<td>Construction Documents</td>
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<td>Amendment 5</td>
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<tr>
<td>Construction Administration</td>
<td>Part of IVC Main project</td>
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<td>In Construction</td>
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<tr>
<td>Credit for work tasks related to tree species diversity 419A</td>
<td>Not applicable</td>
<td>Amendment 7</td>
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### M. Steinberg Architects (District Architect)

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### N. Transitions (FF & E Consultant)

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<td>FF&amp;E Specifications - SMCP Incment #3 (305A)</td>
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<td>Amendment 3</td>
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<td>FF&amp;E Specifications - TransTech Complex (402A)</td>
<td>7/1/2008</td>
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<td>FF&amp;E Specifications - Main Building Complex (417A)</td>
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<td>FF&amp;E Specifications - New FA Building (306C)</td>
<td>1/15/2009</td>
<td>Amendment 3</td>
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<tr>
<td>FF&amp;E Specifications - Diamond PE Center (308E)</td>
<td>9/1/2009</td>
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### O. VBN Architects (IVC Main Building)

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<tr>
<td>Operation/Project Close-out Phase</td>
<td>12/1/09-5/31/10</td>
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<td><strong>BOARD AGENDA ITEM</strong></td>
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<tr>
<td><strong>To:</strong> Board of Trustees</td>
<td><strong>Date:</strong> January 20, 2009</td>
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<tr>
<td><strong>From:</strong> Superintendent/President</td>
<td><strong>Item &amp; File No. B.13.B.5</strong></td>
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<tr>
<td><strong>Subject:</strong> Quarterly Progress Report – Period Ending September 30, 2008</td>
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<tr>
<td><strong>Reason for Board Consideration:</strong></td>
<td><strong>Enclosure(s):</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>INFORMATION</strong></td>
<td>SMC Quarterly Report 3Q 2008</td>
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**BACKGROUND:**

The following bond program item is presented herein for Board information:

- SMC Quarterly Report for period ending September 30, 2008

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

For information only.

---

Administrator Initiating Item: V-Anne Chernock
Director of Modernization

Administrator Approving Item: Albert J. Harrison II
Vice President, College Operations
The College of Marin’s 2008 Greenhouse Gas (GHG) Emissions Inventory was submitted to the American College and University Presidents Climate Commitment (ACUPCC) on December 3, 2008. This inventory is one of several steps that form the ACUPCC signators’ commitment to seek climate neutrality by mid-century. Marin Community College District President Frances White signed the commitment in 2007.

**Inventory Process**

Emissions are grouped into three scopes and are reported at three levels:

Scope 1: stationary and mobile combustion, process and fugitive emissions  
Scope 2: purchased electricity, heating, cooling and steam  
Scope 3: commuting, air travel, solid waste, and custom sources  

Level 1: Total emissions  
Level 2: Emissions per full-time enrollment  
Level 3: Emissions per 1,000 square feet of facility space

For reporting purposes, Scopes 1 and 2 are grouped.

Recognizing resources limitations on this exercise, this first inventory was conducted by in-house staff using readily available data. Emissions data were gathered as follows:

Scope 3 (commuting): Open survey conducted for one month at the start of the Fall 2008 semester  
All other scope items: Collected by Maintenance & Operations personnel from existing records

Data were entered into the *Clean Air – Cool Planet Greenhouse Gas Emissions Calculator* ("Calculator"), one of the tools recommended by the ACUPCC. The results of the inventory were then submitted directly to the ACUPCC following on-line instructions for GHG Inventory Reports. The ACUPCC in turn generated a summary report for the College of Marin, indicating its calculation of gross emissions for the District (Attachment 1).

**Results**

Based on the data given, the College of Marin generated **11.8 metric tons of CO2** in the 2007-2008 reporting year. Based on the reported enrollment and square footage of the institution, these numbers translate to 1.8 metric tons per full-time enrollment, and 29.9 metric tons per 1,000 square feet for Scopes 1, 2 and 3.

Statistics from the initial 172 submissions of greenhouse gas reports from other “Associates” institutions (Table 1 below) show that the average Scopes 1 + 2 emission is 1.29 metric tons per full-time student, and 10.9 metric tons per 1,000 square feet. The College of Marin’s Scopes 1 + 2 emissions are slightly below this average, showing 0.6 metric tons per full-time student and 10.4 metric tons per 1,000 square feet.

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1 V-Anne Chernock, Bob Thompson, Don Flowers and Heather Holliday with assistance from Bernie Blackman and staff.
Table 1. Average Scope 1+2 Emissions for 172 Reporting Institutions

<table>
<thead>
<tr>
<th>Carnegie Classification</th>
<th>Average Scope 1+2 Emissions Per Full-Time Student (tonnes CO2e)</th>
<th>Average Scope 1+2 Emissions Per 1,000 sq ft (tonnes CO2e)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doctorate</td>
<td>6.41</td>
<td>15.12</td>
</tr>
<tr>
<td>Masters</td>
<td>3.45</td>
<td>10.38</td>
</tr>
<tr>
<td>Baccalaureate</td>
<td>7.61</td>
<td>12.02</td>
</tr>
<tr>
<td>Associates</td>
<td>1.29</td>
<td>10.90</td>
</tr>
<tr>
<td>Special Focus</td>
<td>37.77</td>
<td>24.76</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quartile</th>
<th>Average Scope 1+2 Emissions Per Full-Time Student (tonnes CO2e)</th>
<th>Average Scope 1+2 Emissions Per 1,000 sq ft (tonnes CO2e)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower Quartile</td>
<td>2.61</td>
<td>8.92</td>
</tr>
<tr>
<td>Median</td>
<td>4.34</td>
<td>11.50</td>
</tr>
<tr>
<td>Upper Quartile</td>
<td>7.37</td>
<td>15.04</td>
</tr>
</tbody>
</table>

It must be noted that the calculation of emissions is based on formulas developed by the Calculator. As long as the inventory is used in conjunction with the ACUPCC, the District’s emissions can be measured consistently against others using the same system.

However, the resultant information could change if other tools are used. For example, the Calculator does not differentiate hybrid or alternative fuel vehicles from SUVs in calculating the use of a single-occupant vehicle.

Analysis

While the initial inventory indicates emissions in the range of average for reporting institutions, the District’s initial attempt at measuring emissions is significantly weak. Sixty-five percent (65%) of reported emissions was attributed to commuting, but the commuter calculation was based on a broad faculty/staff/student survey that had only 114 respondents. Only 56% of average gross emissions from other institutions are attributed to commuting.

Another 34% of the District’s reported emissions were attributed to purchased electricity, which is slightly higher than the 28% average from other institutions. Based on actual tonnage, the comparison is closer: the District reports 4 metric tons of emissions from purchased electricity compared to 4.4 metric tons from other institutions.

The remaining 1% of the District’s reported emissions were attributed to fugitive emissions and solid waste. No emissions were reported for other categories, either because no emissions were generated (e.g., purchased steam) or no data were collected (e.g., air travel). Significantly, other institutions attribute an average of 11% of their total emissions to stationary combustion. This category is worth further investigation during the next inventory.

For more information, contact Heather Holliday, Modernization Office, 485-9518