



## MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

REGULAR MEETING  
4 P.M. – THURSDAY – APRIL 18, 2024  
COMMUNITY ROOM – COMMUNITY LEARNING CENTER (CLC-127)  
1831 MISSION AVENUE – OCEANSIDE, CA

### AGENDA

- I. CALL TO ORDER AND REPORT OUT FROM CLOSED SESSION
- II. FLAG SALUTE / ROLL CALL
- III. APPROVE MEETING MINUTES

- A. Special Meeting/Closed Session of March 14, 2024
- B. Regular Business Meeting of March 14, 2024

#### IV. PUBLIC COMMENT ON ITEMS ON AND NOT ON THE AGENDA

**ITEMS ON THE AGENDA:** Members of the audience may address the Board of Trustees on any item listed on the agenda when that agenda item comes up for discussion and/or action. Comments will be limited to three (3) minutes per agenda item and a total of fifteen (15) minutes of public comment on any one item, unless waived by the board. Non-English speakers utilizing a translator will have six (6) minutes to directly address the board. Consent items are considered routine and customary district business, and are voted on in one vote; however, a board member or a member of the audience may request that an item listed on the consent items be removed and considered individually.

**ITEMS NOT ON THE AGENDA:** Members of the audience may address the Board of Trustees on any topic not on the agenda so long as the topic is within the jurisdiction of the district. Under the Brown Act, the board is not permitted to engage in public discussion or take any action on an agenda item not on the agenda, except that members of the board may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Government Code §54954.3. In addition, on their own initiative, or in response to questions posed by the public, a member of the board may ask a question for clarification. A member of the board or the board itself may provide a reference to staff (superintendent/president) or other resources for factual information, request staff (superintendent/president) to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff (superintendent/president) to place a matter of business on a future agenda. Comments from visitors shall not exceed three (3) minutes unless the board waives the time limit. Non-English speakers utilizing a translator will have six (6) minutes to directly address the board. The board may also limit the total amount of time for speakers on a particular topic to fifteen (15) minutes.

**DECORUM:** Board Policy 2355 requires members of the public to observe order and decorum at board meetings and to conduct themselves in a courteous manner, avoiding profanity, obscenity, other abusive language, and threats of violence. The board president, as presiding officer, has the authority to run the meeting, which includes the authority to issue warnings, call for recesses, or clearing the boardroom in the event of disruptive behavior. Speakers shall speak to the issues and refrain from using defamatory or abusive personal remarks that disturb or impede the meeting or exceed the bounds of civility necessary to the conduct of the business of the district. Government Code section 54954.3(c) establishes that the legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body, and California Penal Code section 403 makes it a misdemeanor for any person to willfully disturb or break up any assembly or meeting with lawful authority.

#### V. CHANGES IN AGENDA ORDER

#### VI. PRESENTATIONS

- A. New Accreditation Standards
- B. Career Education Update: Focus on Child Development

## **VII. CONSENT ITEMS**

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
- B. Approve New Position, Job Description, and Salary for Grant Project Director
- C. Approve Out-of-Country Travel Request – Maria Figueroa
- D. Approve Out-of-Country Travel Request – Jeff Murico
- E. Approve Reorganization of the Instructional Services Division
- F. Approve FF&E IT Purchase of Dell Computers OCN Reno Building 1200 Library
- G. Approve Renewal of Okta Identity and Access Management Security Software Licensing Subscription, Technical Support Services, and Maintenance
- H. Approve Purchase of Palo Alto Network Firewall Security Equipment and Service
- I. Approve Purchase for Network Switch Replacement/Upgrade Project
- J. Approve Purchase of Dell Laptops for Students Provided by the Library
- K. Approve Amendment One to Experis US, Ltd. Contract
- L. Approve Agreement Renewal with CliftonLarsonAllen, LLP for Internal Audit Services
- M. Adopt Resolution No. 14-23/24: to Declare the Futility of Public Bidding for Discounted Rideshare Services for the Remainder of the 2023/24 Fiscal Year
- N. Ratify and Approve Contracts and Purchase Orders

## **VIII. ACTION ITEMS**

- A. Approve Resolution No. 15-23/24: Adopt Sole Source Exception Findings Related to ChargePoint Electric Vehicle Charging Stations and Commercial Network Service Plan
- B. Approve Contract of Employment for the Chief Inclusion, Diversity, Equity, Accessibility Officer

## **IX. SECOND READ – BOARD POLICIES (Action Required)**

- A. Board Policy 5030 – Fees

## **X. PERIODIC REVIEW – BOARD POLICIES (Action Required)**

- A. Board Policy 2015 – Student Trustee
- B. Board Policy 4106 – Post-Baccalaureate Nursing Students

## **XI. FIRST READ – BOARD POLICIES**

- A. Board Policy 4025 – Philosophy and Criteria for Associate Degrees and General Education
- B. Board Policy 4100 – Graduation Requirements for Degrees and Certificates
- C. Board Policy 4225 – Course Repetition
- D. Board Policy 7340 – Leaves

## **XII. INFORMATION**

- A. ICBOC 2023 Annual Report

### **XIII. COLLEGE-RELATED REPORTS**

- A. Trustees Activities
- B. Students
- C. Classified Employees
- D. Faculty
- E. Assistant Superintendent/Vice Presidents
  - 1. Instructional Services
  - 2. Student Services
  - 3. Administrative Services
  - 4. Human Resources
- F. Office of the President
- G. Superintendent/President

### **XIV. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**

### **XV. ADJOURNMENT**

#### **UPCOMING MEETINGS**

**4 p.m. – May 9, 2024  
Workshop**

**4 p.m. – May 16, 2024  
Regular Business Meeting**

In compliance with Government Code §54957.5, nonexempt writings that are distributed to a majority or all of the MiraCosta Community College District Board of Trustees in advance of their meetings may be viewed at the Office of the Superintendent/President, One Barnard Drive, Oceanside, California, or by clicking on the Board of Trustee's website at <http://www.miracosta.edu/OfficeOfThePresident/BoardofTrustees/Agendas.htm>. Such writings will also be available at the board meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Julie Bollerud, executive assistant to the superintendent/president, at 760.795.6610 or by email at [jbollerud@miracosta.edu](mailto:jbollerud@miracosta.edu).

Audio recordings of board meetings are available upon request. Please contact the MiraCosta College Office of the President at 760.795.6610 or at [jbollerud@miracosta.edu](mailto:jbollerud@miracosta.edu).



**MIRACOSTA COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
One Barnard Drive, Oceanside, CA**

**MINUTES OF CLOSED SESSION MEETING**

**MARCH 14, 2024  
(DRAFT)**

**I. CALL TO ORDER**

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, March 14, 2024, in Room 1116 at the San Elijo Campus. President Rick Cassar called the meeting to order at 2 p.m.

**II. FLAG SALUTE / ROLL CALL**

Board members present:

Rick Cassar	Frank Merchat
Raye Clendening	Anna Pedroza
Heather Conklin	Jackie Simon
George McNeil	

Administrators present:

Superintendent/President Sunny Cooke  
Assistant Superintendent/Vice President Charlie Ng

**III. PUBLIC COMMENT ON ITEMS ON AND NOT ON THE AGENDA**

None.

**IV. DECLARE NEED FOR CLOSED SESSION**

At 2 p.m., the board announced the need to enter closed session, along with Superintendent/President Cooke and Assistant Superintendent/Vice President Ng, to discuss the following topics:

**A. Conference with Labor Negotiators**

(Pursuant to Government Code Section 54957.6)

Agency designated representatives: Superintendent/President Sunita V. Cooke,  
Assistant Superintendent/Vice President, Human Resources Charlie Ng  
Employee organizations: All Groups

**B. Employee Discipline/Dismissal/Release, Number of Potential Cases: 1**

(Pursuant to Government Code section 54957)

**C. Public Employee Performance Evaluation**

(Pursuant to Government Code section 54957)  
Title: superintendent/president



**V. RECONVENE IN OPEN SESSION – REPORT ACTION FROM CLOSED SESSION**

At 3:40 p.m., the board returned to open session to report the following:

**A. Conference with Labor Negotiators**

(Pursuant to Government Code Section 54957.6)

Agency designated representatives: Superintendent/President Sunita V. Cooke,  
Assistant Superintendent/Vice President, Human Resources Charlie Ng

Employee organizations: All Groups

No report.

**B. Employee Discipline/Dismissal/Release**

Number of Potential Cases: 1

(Pursuant to Government Code section 54957)

The Governing Board took action to terminate the employment of a Technology Services Analyst, effective February 23, 2024. The vote was unanimous.

**C. Public Employee Performance Evaluation**

(Pursuant to Government Code section 54957)

Title: superintendent/president

No report.

**VI. ADJOURNMENT**

The meeting adjourned at 3:40 p.m.

**MINUTES APPROVAL:**

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Rick Cassar  
President

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Sunita V. Cooke, Ph.D.  
Superintendent/President



**MIRACOSTA COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
One Barnard Drive, Oceanside, CA**

**MINUTES OF REGULAR BUSINESS MEETING**

**MARCH 14, 2024  
(DRAFT)**

**I. CALL TO ORDER**

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, March 14, 2024, in Room 1131, at the San Elijo Campus. President Rick Cassar called the meeting to order at 3:59 p.m.

**II. FLAG SALUTE / ROLL CALL**

Board members present:

Rick Cassar	Frank Merchat
Raye Clendening	Anna Pedroza
Heather Conklin	Jacqueline Simon
George McNeil	Kenneth Pilco (arrived at 4:15pm)

Administrators present:

Superintendent/President Sunny Cooke  
Assistant Superintendent/Vice President Denée Pescarmona  
Assistant Superintendent/Vice President Tim Flood  
Dean Nick Mortaloni

**III. APPROVE MEETING MINUTES**

**A. Special/Closed Meeting of February 15, 2024**

**B. Special Meeting of February 15, 2024**

**C. Regular Business Meeting of February 15, 2024**

By motion of Trustee McNeil, seconded by Trustee Simon, the board approved the special/closed meeting minutes, the special meeting minutes, and the regular meeting minutes of February 15, 2024.

Vote: 7/0/0

Aye: Cassar, Clendening, Conklin, McNeil, Merchat, Pedroza, Simon

Abstentions: None

Absent: None

**IV. PUBLIC COMMENT ON ITEMS ON AND NOT ON THE AGENDA**

Interim Dean Russell Walden provided a warm welcome to the board. He announced the development of a student-centered, zero-based scheduling process is underway at the San Elijo Campus (SEC). The data-based scheduling process will determine the courses students need to complete their degree in a timely manner. This means more classes will be offered simultaneously at SEC. In conjunction with some online courses,

students can not only start, but also finish their coursework at the SEC. He is very excited for these course offerings to start in fall 2024

Dean Jonathan Fohrman introduced Dr. Olivia Quintanilla, recipient of the California Colleges Board of Governors 2023/24 Exemplary Program award for the Ethnic Studies Program, specifically for curriculum development. Dr. Quintanilla is MiraCosta's first and only full-time Ethnic Studies instructor and she highlighted departmental accomplishments, grants received, and new course offerings. She noted two associate faculty members have joined the recently established Ethnic Studies Department, and an additional fulltime faculty recruitment is underway and the person is expected to begin in fall 2024.

**V. CHANGES IN AGENDA ORDER**

None.

**VI. PRESENTATIONS**

**A. Facilities Futures Update**

Assistant Superintendent/Vice President Tim Flood, along with Gensler's Dennise Gurmilan and Brian Watson, provided highlights of the facilities work completed to date.

The college is halfway through the recommendation phase of the planning process. The timeline and planning framework were reviewed, which will guide campus development as we move forward. Draft recommendations and options for each of the campuses were also reviewed. They noted the importance of connecting the various campus hubs through the center of the Oceanside campus and creating a community hub. The campuses are not simply expanding, but spaces and the way they are used are being redefined and include flexibility in plans and how spaces will be used. Additionally, focus will be on a one-college concept that offer a variety of modalities to students, rather than separate campuses.

It was emphasized this campus development vision is a long-term plan, more than ten years out, which will be broken down and incorporated into the district's five-year plans that will be updated and presented to the board annually.

The district plans to offer a variety of non-traditional apprenticeships, paid internships, and programs that will serve a broad variety of student demographics including older adults and working parents. This is important because of the decline in the younger population projected for at least the next 20 years. Trustee McNeil reported that four elementary schools in Oceanside and two in Vista have closed due to low enrollment.

Flood and his team will continue to gather input and refine the plan and will return on May 16 to update the board.

**VII. CONSENT ITEMS**

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions**
- B. Adopt Annual Resolutions Authorizing Designated Agents**
- C. Approve 2023/2024 Legal Services**
- D. Approve Travel to Holistic Leadership Council 2024 in Riviera Maya, Mexico – Spring 2024**

- E. Approve Notice of Completion for Bid #C11-23 San Elijo Building 800**
- F. Approve Renewal of Oracle Enterprise Resource Planning (ERP) PeopleSoft Applications Software Update Licensing, Maintenance and Technical Support Services**
- G. Approve Uninterruptible Power Supply (UPS) Refresh Project**
- H. Approve Annual Apple Technology Replacement Purchases**
- I. Approve Annual Dell Computer Replacement Purchases**
- J. Approve Communication Site Lease Agreement Amendment**
- K. Ratify and Approve Contracts and Purchase Orders**

By motion of Trustee Clendening, seconded by Trustee Conklin, consent items A-K were approved.

Vote: 7/0/0  
 Aye: Cassar, Clendening, Conklin, McNeil, Merchat, Pedroza, Simon  
 Abstentions: None  
 Absent: None

**VIII. ACTION**

- A. Approve Submission of 2024 California Community Colleges Trustee Board Election Ballot**

By motion of Trustee Merchat, seconded by Trustee Simon, the board approved the submission of the 2024 California Community Colleges Trustee Board election ballot.

Vote: 7/0/0  
 Aye: Cassar, Clendening, Conklin, McNeil, Merchat, Pedroza, Simon  
 Abstentions: None  
 Absent: None

- B. Approve Health Services Fee**

By motion of Trustee McNeil, seconded by Trustee Simon, the board approved the increase in the Health Services fee to \$22 for each term (fall, spring, and summer).

Student Trustee Pilco cast an advisory vote in support of the Health Services fee increase.

Vote: 7/0/0  
 Aye: Cassar, Clendening, Conklin, McNeil, Merchat, Pedroza, Simon  
 Abstentions: None  
 Absent: None

**IX. SECOND READING – BOARD POLICIES (Action Required)**

- A. Board Policy 6620 – Naming of Facilities**

By motion of Trustee McNeil, seconded by Trustee Merchat, the board adopted Board Policy 6620 – Naming of Facilities.

Vote: 7/0/0  
 Aye: Cassar, Clendening, Conklin, McNeil, Merchat, Pedroza, Simon  
 Abstentions: None  
 Absent: None

**X. FIRST READING – BOARD POLICIES**

- A. Board Policy 5030 - Fees**

Board Policy 5030 was reviewed and discussed and will be brought to the board for a second read and adoption at a future meeting.

**XI. COLLEGE-RELATED REPORTS**

## **A. Trustees Activities**

Trustees Cassar, Clendening, Pedroza, and Simon attended the Palomar Showcase.

Trustees Cassar, Clendening, McNeil, Pedroza and Simon attended the Farmer's Market at the San Elijo Campus, commemorating the market's one-year anniversary.

Trustees Clendening, McNeil, and Simon attended the Foundation's Scholarship Celebration.

Trustee Conklin received an orientation and tour of the San Elijo Campus, and she thanked all who helped with that. She noted that, while out in the community, she has connected with a number of individuals who expressed they are proud MiraCosta alumni.

Trustee Clendening attended several events celebrating Black History Month and represented the board of trustees at the foundation's quarterly board meeting at the TCI on February 27. She acknowledged the departure of Bea Palmer and retirement of Lois Templin from the college, and she thanked them for their contributions over many years.

Trustees Simon and McNeil attended a Foundation scholarship celebration. Trustee McNeil also attended the MiraCosta production of *Anything Goes*, several rugby games, and met via Zoom with a MiraCosta graduate, who recently graduated with a master's degree in engineering. The student credits MiraCosta for helping him achieve his academic goals.

Trustee Cassar reported he was part of a committee from a subset of the board that met and reviewed the trustee appointment process, and he reviewed the committee's findings:

- As is our tradition, a subset of the board met to review the recent appointment process and to look at what went well and where we have areas that we might like to change. The process had been created with legal and was compliant with the Brown Act. Voting procedures were reviewed prior to the interviews and those were followed and documented.
- There were minor modifications considered for increased transparency that were considered and may be implemented in a future appointment (if needed)
- While there has not been a tie in the appointment process to date, and our voting procedures have served us well, the group did want to discuss and recommend a tie breaker process should that be needed in the future. This will come to the board for a vote in a subsequent meeting.

## **B. Students**

Student Trustee Kenneth Pilco reported a number of events have been taking place on campus. Many students and prospective students have been on campus, which has been exciting. He and ASG leaders are looking forward to attending a number of upcoming conferences, one of which takes place next week during spring break. ASG elections are approaching.

### **C. Classified Employees**

Classified Senate (CS) President Omar Jimenez stepped back into the role of president. CS is reigniting the Caring Campus initiative by sending CS representatives to a learning institute along with several other CS staff members. Additionally, the election process will begin by April.

### **D. Faculty**

Academic Senate (AS) President Leila Safaralian acknowledged Katrina Tamura, associate faculty member in the Noncredit ESL program, for receiving the 2023/24 Hayward Award, which recognizes exemplary community college faculty members who excel in teaching, engage in professional activities, and show a strong commitment to their students, their profession, and their college. Tamura will attend a Board of Governors event with Dean John Makevich, where she will be presented with the award.

A Highway 78 Math Competition was hosted by MiraCosta on Saturday, March 2. Palomar, MCC, CSUSM, and local high school students participated. A tenth grader from Great Oak High School won everything.

The AS theme in March is grants. Additionally, AS is working on faculty hiring, calendar research, scheduling, and AS bylaws. The calendar review taskforce is sharing three models with MiraCostans in two town hall meetings, with the goal of finding the model that will best serve our students.

Led by Zhenya Lindstrom, a summit to discuss course scheduling was held on February 29, with a second summit to follow on March 29.

Safaralian thanked Rick White, CSIT faculty, as well as the CSIT department, for their work on creating an AI degree to be offered by MiraCosta College.

### **E. Assistant Superintendents/Vice Presidents**

#### **1. Instructional Services**

Assistant Superintendent/Vice President Pescarmona reported fall and summer schedules will be released in mid-April, and registration for students begins in early May.

Enrollment is still up seven percent this spring in FTES, with great fill rates in late start classes.

MiraCosta College received two CA Apprenticeship grants. The first is a \$1.5M award for software developers, which implements an IT apprenticeship program for software developers, information security analysts, data analysts, IT help desk professionals and digital marketers. MiraCosta will partner with OpenClassrooms to place 150 apprentices in our region. The grant focuses on adult learners who have completed high school or high school equivalency. By leveraging local networks and MiraCosta College's marketing efforts, we will enhance our mission of serving the historically minoritized members of our community, including people of color, the unhoused, formerly incarcerated, recent immigrants, and those with disabilities. The second grant is a \$500,000 award to expand the apprenticeship work being done through our BioScience hub.

SDUHSD is excited to partner with MiraCosta College to host the 11th annual SDUHSD College and Career Night at our San Elijo Campus on Thursday, April 11.

Pescarmona encouraged all to check out the Theatre Department's production of *Anything Goes*, playing now.

Plans are underway for two scheduling summits to examine and improve how course scheduling aligns with student goals. Faculty and staff are actively participating. The college is committed to refining scheduling practices to serve its students better, and faculty and staff are actively engaged in making this happen. We are exploring how to do this better – working together with students, administration, and faculty.

## **2. Student Services**

Assistant Superintendent/Vice President Wojcik was away on district business and unable to attend the board meeting. Dean Nick Mortaloni reported the Encuentros Conference was held at the Oceanside Campus last week. Becoming a data scientist and construction management were sessions that had great interest.

BSU leaders will welcome student leadership from Oceanside and El Camino high schools tomorrow. Mortaloni thanked Omar Jimenez for facilitating this. A team of students will have the opportunity to tour HBCUs, which in the past has been a life changing experience.

## **3. Administrative Services**

Assistant Superintendent/Vice President Flood reported cyber security training sessions will take place next week at the Oceanside Campus, the Community Learning Center, and the San Elijo Campus. An electrical engineer report regarding last fall's power outages was completed, which investigated the causes of the outages, since the cables only lasted about half of their expected lifespan. Although nothing concrete was identified for the cause of the outages, recommendations were made around implementing testing practices that will allow us to monitor the health of the system.

Bike lanes will be installed near the San Elijo Campus along Manchester, and the sustainability club and advisory group are excited to be a part of that project.

## **4. Human Resources**

Assistant Superintendent/Vice President Ng submitted a written report. Merchat acknowledged Ng for including a Futures piece in his report and at the Human Resources retreat.

## **F. Superintendent/President**

Superintendent/President Cooke thanked Chief IDEA Officer Dr. Wendy Stewart, who held the first signal-spotting workshop. Additional signal-spotting workshops will be held monthly going forward. Two internal Futures cohorts have recently started for our employees, and approximately three cohorts for community college colleagues are also expected to run through summer.

Cooke acknowledged MiraCosta student Gabriel Bartoli, who has received two Phi Theta Kappa awards, and she congratulated four students who have made it into the semi-final rounds for the Jack Kent Cooke awards.

Cooke noted there is substantial movement in the college with retirements and interim opportunities, and she thanked MiraCostans who are trying new things and also those who are making sure the gaps are covered.

Cooke will attend the statewide CEO meeting tomorrow through Sunday, as well as the last of the CAGP Institutes next week during spring break.

She thanked faculty, staff, and administrators for their work in support of students.

**XII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**

None.

**XIII. ADJOURNMENT**

The meeting adjourned at 5:59 p.m.

**MINUTES APPROVAL:**


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Rick Cassar  
President

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Sunita V. Cooke, Ph.D.  
Superintendent/President



<b>Subject:</b> New Accreditation Standards	<b>Attachment:</b> None
<b>Category:</b> Presentations	<b>Type of Board Consideration:</b> <input checked="" type="checkbox"/> Information      Consent      Action
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> Goal 1      Goal 2 <input checked="" type="checkbox"/> Goal 3      Goal 4
	<b>Approved for Consideration:</b>  _____ <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

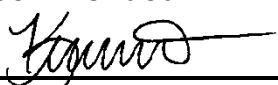
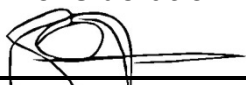
After stepping down from the MiraCosta College Board of Trustees, Dr. David Broad has been serving on the Accreditation Commission for Junior and Community Colleges (ACCJC) as a public member.

**STATUS**

Dr. Broad will present on the upcoming changes to accreditation standards. This includes a shift from focusing on processes to student achievement and outcomes, which is in alignment with the college’s mission.

**RECOMMENDATION**

For information only.

<b>Subject:</b>  Career Education Update: Focus on Child Development	<b>Attachment:</b>  PowerPoint Presentation
<b>Category:</b>  Presentations	<b>Type of Board Consideration:</b> ✓ Information          Consent          Action
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> ✓ Goal 1          Goal 2          Goal 3          Goal 4
<b>Recommended:</b>  <hr/> Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

The board has requested a follow-up presentation on the status of Child Development programs that serve our community and students.

**STATUS**

Dean Al Taccone and Associate Dean Ben Gamboa will be joined by faculty in Child Development to discuss program data, challenges, and opportunities.

**RECOMMENDATION**

For information only.

# CAREER EDUCATION WORKSHOP

## CHILD DEVELOPMENT

### TODAY'S AGENDA

**Focused on Early Childhood Education pathways**

**Careers and wages**

**Where we've been**

**Where we are today**

**Where we're going**

**Challenges & Opportunities**

**Student Perspective**



## WAGES AND COST OF ECE

Occupation Group	Median Hiring Wage
Preschool Teachers	\$38,500
Special Education Preschool Teachers	\$43,600
Preschool Administrators	\$51,100

Source: Lightcast. <https://analyst.lightcast.io>, 2024.

Age of Child	Annual Care Cost
Less than 1 year old	\$12,132
1 to 4 years old	\$11,304
5 to 12 years old	\$7,068

Source: *The Real Cost Measure in California 2023*. United Ways of California. June 2023. <https://www.unitedwaysca.org/realcost>



## WHERE WE'VE BEEN

### Curriculum aligned with:

- Labor needs in North County SD
- Statewide Curriculum Alignment Project
- Child Development Permits

### Child Development Club

- Student connection
- Engagement with lab
- Guest speakers, community involvement

### Apprenticeship program

### Child Development Club Video and Book Discussion!

November 30th from 6-7pm

#### Agenda:

- 6-6:30 p.m. - Watch Party
- 6:30-7pm - Book Club



We will watch and discuss a YouTube Video: Do the first 1000 days determine the rest of your life? | DeeDee Yates | TEDxWindhoek - <https://youtu.be/XCscN4zuvd4>

Then, after our watch party, we hope that you will bring a children's book to share for our book club discussion!



## WHERE WE ARE TODAY

### SEIU partnership

Accolades for the Child Development Center

### TK pathway development

### The Struggle to Find Good Childcare – *SD Workforce Partnership*

Child Development Center at capacity  
Need for more care providers in Oceanside

### Early College Credit pathways

Dual Enrollment certificate at OUSD



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## WHERE WE'RE GOING



### Entrepreneurship pathway development

### K-16 Collaborative paid internships

### Racial Equity for Adult Credentials in Higher education (REACH)

6



# RACIAL EQUITY FOR ADULT CREDENTIALS IN HIGHER EDUCATION (REACH)

## Fast Track to Career Teacher's Aide to Early Childhood Education Pathway



CAREER OPPORTUNITIES	
Child Care Aide (before/after school Youth Leader)	
Teaching Assistant (except postsecondary), Paraprofessional/ Paraprofessor	
Paraprofessional/ Paraprofessor; Instructional Assistant (early childhood education); Instructional Assistant (transitional kindergarten)	
Lead Preschool Teacher (except special education)	

## Fast Track to Career Teacher's Aide to Early Childhood Education Pathway



This certificate exposes students to the basic skills needed for entry level employment as a classroom or academic instructional aide/paraprofessional.

- Optional Term (Spring)
  - NCWFP 40: Teacher's Aide Training - The Basics
  - NCWFP 41: Teacher's Aide Training - Educational Technologies
  - NCWFP 42: Teacher's Aide Training - Special Education

Upon completion the student will be able to convey how theories of child development and socialization can be applied to support play and learning in an early childhood classroom.

- Term 1 (Fall) - 1st 8 week (Aug - Oct)
  - CHLD 105: Principles and Practices of Teaching Young Children
  - CHLD 119: Child and Adolescent Growth Development\*\*
- Term 1 (Fall) - 2nd 8 weeks (Oct - Dec)
  - CHLD 106: Introduction to Curriculum in Early Childhood
  - CHLD 210: Child, Family, and Community\*\*

Upon completion the student will be able to design and implement curriculum based on observation and assessment of young children to support play and learning in a classroom.

- Term 2 (Spring) - 1st 8 week (Jan - Mar)
  - CHLD 200: Observation & Assessment in Early Childhood\*\*
  - [GE] PSYC 101: General Psychology\*\*
- Term 2 (Spring) - 2nd 8 weeks (Mar - May)
  - CHLD 205: Health, Safety, and Nutrition
  - [GE] PSYC 104: Statistics\*\*

Upon completion the student will be able to design and implement curriculum based on observation and assessment of young children to successfully manage an early childhood classroom.

- Summer Term (Jun - Aug)
  - CHLD 109: Child Behavior and Guidance
  - [GE] ENGL 100\*\*
- Term 3 (Fall)
  - CHLD 235: Child in a Diverse Society
  - CHLD 270: Practicum - The Student Teaching Experience
  - GE Humanities\*\*, GE Arts\*\*

## CHALLENGES & OPPORTUNITIES

- Employment placements
- Systemic wage issues
- Demystifying pathways to higher wages in child development
- Connecting Early Childhood Education to Teaching Credential pathways



## STUDENT PERSPECTIVE



### **Nicole Tirol**

A.A. Child Development, Teacher and Associate Teacher  
B.A. Child Development (Point Loma)  
Child Development Apprentice 2019-2022  
Employed by Kids by the Sea in Encinitas

### **Guillermo Yamasaki**

A.A. Liberal Arts: Social & Behavioral Sciences  
B.A. Child & Adolescent Development (CSUSM)  
Child Development Apprentice 2018-2020  
Employed by Bella Mente Montessori School


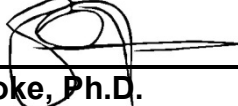
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## DISCUSSION

10



<b>Subject:</b>  <b>Ratify Recommendations of Superintendent/President in Approving Personnel Actions</b>	<b>Attachment:</b>  None
<b>Category:</b>  Consent Items	<b>Type of Board Consideration:</b> Information <input checked="" type="checkbox"/> Consent      Action
<b>Institutional Goals:</b>  <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> Goal 1      Goal 2 <input checked="" type="checkbox"/> Goal 3      Goal 4
<b>Recommended:</b>  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**STATUS**

1. Resignation of classified employee Yadimir Mendoza Garcia, Support Assistant II, Noncredit Adult Education, position P-08528, effective April 5, 2024.
  
2. Employment of the following regular classified employees:
 

Helaina Baes-Erbs, Performing Arts Technician, Music, position P-00299, classified salary range 21, step 1, \$5,114.83 per month, 40 hours per week, 11 months per year, effective March 18, 2024. Helaina was selected through an open recruitment process.

Michael Farrow, Learning Coach, Writing Center, position P-00412, classified salary range 22, step 1, \$5,741.92 per month, full time, 12 months per year, effective March 11, 2024. Michael was selected through an open recruitment process.

Jermame Cooper, Learning Coach, Writing Center, position P-07030, classified salary range 22, step 1, \$5,741.92 per month, full time, 12 months per year, effective March 11, 2024. Michael was selected through an open recruitment process.

Cynthia Bazan, Learning Coach, Writing Center, position P-00409, classified salary range 22, step 1, \$25,838.63 per year, 18 hours per week, 10 months spread over 12 months per year, effective March 18, 2024. Cynthia was selected through an open recruitment process.

Raymond Malfavon-Borja, Learning Coach, Academic Support and Innovations, position P-07371, classified salary range 22, step 1, \$5,741.92 per month, full time, 12 months per year, effective March 13, 2024. Raymond was selected through an open recruitment process.



Jose Sandoval Arredondo, Vehicle and Equipment Maintenance Assistant, Grounds, position P-00398, classified salary range 16, step 2, \$4,073.87 per month, 32 hours per week, 12 months per year, effective March 15, 2024. Jose was selected through an open recruitment process.

Thalia Rodriguez, Student Support Advisor, Admissions and Records, SEC, position P-0042, classified salary range 22, step 1, \$5,741.92 per month, full time, 12 months per year, effective March 25, 2024. Thalia was selected through an open recruitment process.

Darryl McFarlin, Custodian, position P-00122, classified salary range 10, step 2, \$4,282.92 per month, full-time, 12 months per year, effective March 20, 2024. Darryl was selected through an open recruitment process.

Shaun Montague, Custodian, position P-00131, classified salary range 10, step 1, \$4,061.17 per month, full-time, 12 months per year, effective April 1, 2024. Shaun was selected through an open recruitment process.

Kathryn Phelan, Grants Specialist, Institutional Advancement, position P-11295, classified salary range 21, step 3, \$3,715.70 per month, 24 hours per week, 12 months per year, effective May 1, 2024. Kathryn was selected through an open recruitment process.

Rita Motalli-Pepio, Library Technician I, Technical Services, position P-00272, classified salary range 17, step 1, \$1,988.23 per month, 16 hours per week, 12 months per year, effective April 9, 2024. Rita was selected through an open recruitment process.

Jonathan Thompson, Instructional Assistant, Design, position P-10856, classified salary range 16, step 1, \$2,172.37 per month, 18 hours per week, 10 months per year, effective March 6, 2024. Jonathan was selected through an open recruitment process.

3. Permanent change of assignment for the following classified employees:

Danielle Smith, Program Manager, Academic Success and Equity, position P-06208, has accepted the position of Learning Coach, Writing Center, position P-07374, classified salary range 22, step 5, \$7,007.83 per month, full-time, 12 months per year, effective March 11, 2024.

Jennifer Streagle, Early Childhood Education Instructional Specialist, position P-05831, has accepted the position of Early Childhood Education Program Specialist, position P-05829, classified salary range 20, step 5, \$4,956.19 per month, 30 hours per week, 10 months per year, effective March 19, 2024. Jennifer was selected through an open recruitment process.

Sara Delgado-Padilla, Administrative Support Assistant II, Student Life and Leadership, position P-06167, has accepted the position of Student Support Advisor, Student Services Welcome Center, position P-06215, salary range 22, step 2, \$6,057.25 per month, full-time, 12 months per year, effective March 25, 2024. Sara was selected through an open recruitment process.

4. Temporary reclassification per Section H.5.0, Classified Senate Employee Manual, for the following classified employees:

Arleen Palafox, Testing Services Specialist, position P-06218, will serve as Interim Transfer Center Specialist, classified salary range 21, step 3, \$6,192.83 per month, effective April 1 - June 30, 2024.

Analia Zamora, Administrative Support Assistant II, position P-00054, will serve as Interim Program Manager, Service Learning, range 31, longevity year 7, \$9,447.58 per month, effective March 4 - June 30, 2024.

Miriam Anderson, Accounting Specialist, Fiscal Services, position P-00016, will serve as Interim Accountant I, Fiscal Services, classified salary range 28, longevity year 6, \$8,576.92 per month, full-time, effective March 15 - June 30, 2024.

Cindy Arce, Student Services Coordinator, Student Equity, position P-00371, will continue to serve as Interim Program Manager, Academic Success and Equity, classified salary range 31, step 3, \$8,263 per month, full-time, effective December 7, 2023 – June 30, 2024.

Gregorio Reyes, Student Services Specialist, Student Equity, position P-08918, will continue to serve as Interim Student Services Coordinator, classified salary range 26, step 1, \$6,445.92 per month, full-time, effective December 7, 2023 – June 30, 2024.

5. In accordance with Administrative Procedure 7340, employee 07327764, requests a leave of absence without pay, in conjunction with any/all paid leave entitlements, effective March 25 through May 1, 2024.
6. In accordance with Administrative Procedure 7211.2.III, the individual identified below has provided sufficient evidence of experience and/or education equivalent to the minimum qualifications established by the district to teach in the discipline listed:

Counseling – Iris Ayala-Swindell  
Music – Gary Rich

WHEREAS Academic Senate is satisfied that the candidates exhibit a unique combination of relevant education and extensive experience that make the candidates unusually well qualified to teach the specific courses, and

WHEREAS Academic Senate is satisfied that the qualifications of the candidates are appropriate for the specific proposed assignments, and

WHEREAS Academic Senate notes that the candidates exhibit a strong background in general education,

THEREFORE BE IT RESOLVED that the Academic Senate recommends that the Board of Trustees accept the candidates' qualifications as equivalent for the specific assignment in question.

7. Employment of the following associate faculty members for the 2024 spring session, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty:

Iris	Ayala-Swindell	Counseling, Career Center
Edward	Chong	English as a Second Language, NC
Seth	Cervantes	English as a Second Language, NC
Lauren	Flenniken	English as a Second Language, NC
David	Motlagh	English as a Second Language, NC
Andjela	Popovic	English as a Second Language, NC
Brittany	Daniels	Noncredit, General
Cory	Ornelas	Noncredit, Short Term Vocational

8. Employment of associate faculty members for the 2024 summer session, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty.

Mark Stadwiser Business

9. Employment of the following associate faculty members for the 2024 fall session, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty:

Scott Mullins Computer Studies  
Paola Baracco International Languages

10. Request approval of the following short-term and substitute employees. These employees meet the Education Code 88003 definition of short-term and substitute employees, and as such, these employees will be employed and paid less than 75 percent of the college year:

Employee Name	Job Title	Assignment	Department	Pay Rate	Start Date	End Date
Adam Snyder	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Adnan Al Joubi	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Ainsley Strang	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Alessa Ramos	Learning Coach	Short-term	Academic Support and Innovations	\$33.13/hr	7/1/24	6/30/25
Alexa Lee	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Alexander Cojocar	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Alexander Cojocar	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Alexandria Sakrekoff	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Alexis Morgan	Campus Aide III	Substitute	Facilities	\$20.00/hr	4/19/24	6/30/24
Alfredo Hernandez	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Alice Hoskins	Campus Aide III	Short-term	Admissions and Records, OCN	\$20.00/hr	7/1/24	6/30/25
Amanda Parker	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Amber DeFreitas	Learning Coach	Short-term	STEM Learning Center	\$33.13/hr	7/1/24	6/30/25
Amberlynn Urzi Tumino	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Ambrocio Sanchez Venegas	Custodian	Substitute	Custodial	\$23.43/hr	4/22/24	6/30/24
Amy Le	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Andreas Zimmermann	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Angel Silva	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Angelina Rakestraw	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25

Angelina Rakestraw	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Anisha Shetty	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Annel Echevarria	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Antonio Lopez	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Arianna Serrano	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Arianna Serrano	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Arman Eftekhari	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Ashley Wozow	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Aurora Gregory	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Aurora Gregory	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Ava Pacheco	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Bree Perkins	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Bridgette Roberson	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Brittany Rodriguez	Campus Aide III	Short-term	Admissions and Records, OCN	\$20.00/hr	7/1/24	6/30/25
Briza Perez	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Camryn Hale	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Carlos Ortiz	Campus Aide III	Short-term	Admissions and Records, OCN	\$20.00/hr	7/1/24	6/30/25
Cesar Mendoza	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Cesar Mendoza	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Chaney Guo	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Christina Chantrill	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Christopher Martin	Learning Coach	Short-term	STEM Learning Center	\$33.13/hr	7/1/24	6/30/25
Christopher Moore	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Connor Brigandi	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Connor Brigandi	Learning Coach	Short-term	Academic Support and Innovations	\$33.13/hr	7/1/24	6/30/25
Crystal Hernandez	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Curtis Mueller	Campus Aide III	Short-term	Theatre and Film	\$20.00/hr	3/1/24	5/31/24
Daniel Fukunaga	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Daniela Mendoza Villa	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Danielle Thornberry	Executive Assistant to Vice President	Substitute	Labor Relations	\$37.19/hr	4/8/24	6/30/24
Dannia Saldivar	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Dannia Saldivar	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Dax Taraleskof	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Dayne Glover	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Diego Flores	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Diego Flores	Apprentice I	Short-term	Learning Centers	\$16.00/hr	7/1/24	6/30/25
Eduardo Duarte	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Elizabeth Pogue	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Ellissa Elder	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Elnaz Roodaki	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Emma Ferreira	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Estefania Dieguez Hernandez	Learning Coach	Short-term	Academic Support and Innovations	\$33.13/hr	7/1/24	6/30/25
Ethan Brown	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25

Fatima Enriquez	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Gabriel Young	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Gaelle Chahwan	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Gerardo Mendoza Cruz	Learning Coach	Short-term	STEM Learning Center	\$33.13/hr	7/1/24	6/30/25
Gilbert Barbo	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Greta Cavo	Campus Aide III	Short-term	Admissions and Records, OCN	\$20.00/hr	7/1/24	6/30/25
Griffin Davidson	College for Kids Counselor	Short-term	Community Ed and Workforce Dev	\$17.00/hr	7/1/24	7/31/24
Gustavo Barroso	Police Officer	Substitute	Police Enforcement Unit 2	\$37.19/hr	3/18/24	6/30/24
Haidee Hangis Filippini	Apprentice I	Short-term	Learning Centers	\$16.00/hr	7/1/24	6/30/25
Haley Lepe	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Haley Murphy	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Hanan Alhamami	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Helena Barnhouse	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Hoang Thuc Quyen Do	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Ian Phillips	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Ian Phillips	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Isabel Moradel	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Jack Meacham	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Jack Meacham	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Jade Fortunato	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Jade MacEoghain	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
James Kelley	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Jamieson Price	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Jeffrey Fontenot	IT Consultant	Short-term	ITS Technology Support Services	\$55.00/hr	4/19/24	6/30/24
Jenny Lagervall	Apprentice I	Short-term	Learning Centers	\$16.00/hr	7/1/24	6/30/25
Jenny Lagervall	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Jenny Lagervall	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Jessica McNair	Apprentice II	Short-term	Chemistry	\$17.00/hr	6/1/24	6/30/24
Jessica McNair	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Jessica McNair	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Jessica Mora Jacinto	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
John Gordon	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Joseph Ferlatte	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Joseph Ferlatte	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Joseph Valencia	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Joshua Bolliger	Campus Aide II	Short-term	Cashiering Services	\$16.00/hr	4/19/24	6/30/24
Juan Castillejos	Learning Coach	Short-term	STEM Learning Center	\$33.13/hr	7/1/24	6/30/25
Juan Martinez	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Julia Dumbeck	Accounting Specialist	Substitute	Accounting	\$35.09/hr	3/11/24	6/30/24
Junwoo Kwon	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Justin O'Brien	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Kallen Dun	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Karen Mina	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Katelyn King	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25

Kayla Matthews	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Kayla Phan	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Kenneth Pilco	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Kyle Snyder	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Lauren Adams	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Lauren Adams	Learning Coach	Short-term	Writing Center	\$33.13/hr	7/1/24	6/30/25
Lauryn Malicoat	Administrative Support Assistant III	Substitute	Financial Aid and Scholarships	\$31.27/hr	3/15/24	6/30/24
Lehli Burke	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Lehli Burke	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Leonard Kruczynski	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Leonard Kruczynski	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Lillie Behnke	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Lisa Botuchis	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Lisette Abondanza	Learning Coach	Short-term	Writing Center	\$33.13/hr	7/1/24	6/30/25
Loiza Tarwater	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Makhi Williams-Kent	Campus Aide III	Short-term	Service Learning	\$20.00/hr	4/1/24	5/24/24
Margarita Arango	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Maria Castillo Gomez	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Maria Olgine	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Maria Zorzin	Support Assistant II, Noncredit Adult Ed	Substitute	Workforce IOA	\$27.85/hr	4/8/24	6/30/24
Marie Vaughn	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Marie Vaughn	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Marshall Harmon	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Marvin Saint Rose	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Marvin Saint Rose	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Marvin Saint Rose	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Matthew Aoto	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Matthew Johnston	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Matthew Johnston	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Mayra Martinez Aquino	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Mayra Martinez Aquino	Learning Coach	Short-term	Writing Center	\$33.13/hr	7/1/24	6/30/25
Michael Edwards	Custodian	Substitute	Custodial	\$23.43/hr	4/19/24	6/30/24
Michael Geronimo	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Michael Griffith	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Miguel Blanco	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Nadia Nielsen	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Nancy Bentivegna	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Natalie Trautt	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Natalya Phillips	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Natalya Phillips	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Nathanael O'Kelly Atkins	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Nathanael O'Kelly Atkins	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Naythan Chan	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25

Negar Farahbakhsh	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Neil Bissonnette	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Nicholas Clark	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Nicholas Spaulding	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Perlita Ricardez	Campus Aide III	Short-term	Admissions and Records, OCN	\$20.00/hr	7/1/24	6/30/25
Philip Dietrich	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Qiyuan Wang	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Raphael-Monet Cooke	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Raul Ragudo	Campus Aide III	Short-term	Workforce IOA	\$20.00/hr	4/19/24	4/30/24
Ricardo Sanchez	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Ryan Zhou	Apprentice II	Short-term	Chemistry	\$17.00/hr	6/1/24	6/30/24
Sabrina Barry	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Samantha Addington	Apprentice I	Short-term	Learning Centers	\$16.00/hr	7/1/24	6/30/25
Samantha Addington	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Sanae Kobayashi	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Sandra Zamora Gonzalez	Administrative Support Assistant II	Short-term	Human Resources	\$27.85/hr	4/19/24	6/30/24
Sarah Lopez	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Sean Arnold	Apprentice III	Short-term	Writing Center	\$18.00/hr	7/1/24	6/30/25
Shannon O'Kelly Atkins	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Shannon O'Kelly Atkins	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Shelby Rossman	Web Applications Developer	Substitute	ITS Enterprise Application Services	\$45.52/hr	3/25/24	6/30/24
Sonya Ogirala	Administrative Support Assistant III	Short-term	Counseling Operations	\$31.27/hr	3/1/24	6/30/24
Sophia Hewitt	Science Laboratory Technician	Short-term	Biological Sciences	\$31.27/hr	7/1/24	6/30/25
Spencer Wilson	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Steve Zeballos	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Theresa Romano	Academic Services Coordinator	Short-term	MESA Program	\$37.19/hr	7/1/24	6/30/25
Thomas Gragossian	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Thomas Steiner	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Tiffany Qualls	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Tressah Tuazon	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Victoria Morison	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Victoria Morison	Apprentice I	Short-term	Learning Centers	\$16.00/hr	7/1/24	6/30/25
Vitoria Belz	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Yomaira Gutierrez	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Zella Garrido	Apprentice III	Short-term	Academic Support and Innovations	\$18.00/hr	7/1/24	6/30/25
Zella Garrido	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25
Zilah Espinoza	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	7/1/24	6/30/25

## RECOMMENDATION

Ratify recommendations of superintendent/president in approving personnel actions, as stated above.

<b>Subject:</b>  <b>Approve New Position, Job Description, and Salary for Grant Project Director</b>	<b>Attachment:</b>  <b>Job Description:</b> <a href="#">Grant Project Director</a>
<b>Category:</b>  <b>Consent Items</b>	<b>Type of Board Consideration:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Information</span> <span style="text-align: center;">   <b>Consent</b> </span> <span>Action</span> </div>
<b>Institutional Goals:</b>  <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Goal 1</span> <span>Goal 2</span> <span style="text-align: center;">   <b>Goal 3</b> </span> <span>Goal 4</span> </div>
<b>Recommended:</b> <hr style="width: 100%;"/> <b>Charlie Ng</b> <b>Assistant Superintendent/Vice President, Human Resources</b>	<b>Approved for Consideration:</b> <hr style="width: 100%;"/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

There is a need to establish a classification and job description for the Grant Project Director. The Grant Project Director position was created to plan, lead, coordinate, and enhance the implementation and evaluation of the college's grant projects. This role necessitates a comprehensive grasp of project management, compliance with federal regulations, and strategic oversight of initiatives such as the on-ramp certificate to degree pathway, adoption of culturally relevant pedagogies, and fostering college-community-industry partnerships.

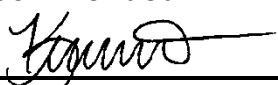
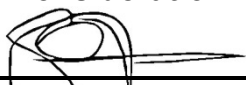
**STATUS**

Salary placement for the position will be set using the 2023/24 Classified Administrators salary schedule, Range CM-10.

**RECOMMENDATION**

Approve classification of new position, job description, and salary for Grant Project Director as stated above.



<b>Subject:</b>  <b>Approve Out-of-Country Travel Request – Maria Figueroa</b>	<b>Attachment:</b>  <a href="#">MALCS Summer Institute Website and Schedule</a>
<b>Category:</b>  <b>Consent Items</b>	<b>Type of Board Consideration:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Information</span> <span style="text-align: center;">✓ Consent</span> <span>Action</span> </div>
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Goal 1</span> <span>Goal 2</span> <span style="text-align: center;">✓ Goal 3</span> <span>Goal 4</span> </div>
<b>Recommended:</b>  <hr/> <b>Kristina Denée Pescarmona</b> <b>Assistant Superintendent/Vice President,</b> <b>Instructional Services</b>	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

In compliance with Board Policy 7400, Employee Travel, MiraCosta College full-time Letters Faculty Maria Figueroa is requesting approval to travel to Oaxaca, Mexico from June 23 - June 28, 2024 to attend the [Mujeres Activas en Letras y Cambio Social \(MALCS\)](#) Annual Summer Institute.

**STATUS**

Professor Figueroa’s panel “Xicana Teo(tl)ria: Mynopantla\* en Cuerpo y Tierra” has been accepted for presentation to Mujeres Activas en Letras y Cambio Social (MALCS) Annual Summer Institute. This year’s summer conference/institute will be held in Oaxaca City, Oaxaca Mexico. Participation in this summer institute/conference supports MiraCosta’s mission and vision of “innovative teaching-learning, and support services” while being a “leader and partner in transforming students’ lives and communities through learning.” In doing so, Professor Figueroa remains current in the field of writing and composition studies furthering her scholarship in critical Chicana Latina Indigenous Feminist studies.

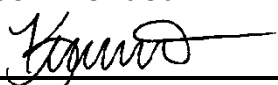
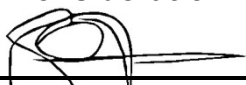
Maintaining consistency with MiraCosta’s commitment statement, the conference’s location marks an important moment for Figueroa as a Chicanx Latinx and Indigenous Gender studies scholar in that her professional and personal identity as a scholar practitioner is intimately interwoven with lands south of the United States/Mexico border. The conference’s intention is to facilitate reconnection for both attendees and the hosting region as an acknowledgement of the indigenous diaspora represented by attendees from the United States. Of equal importance is noting that Figueroa’s attendance at this conference in Oaxaca will put her one step closer to understanding the culture of many of the college’s students. Oaxaca and its

regional indigenous identities are historically and currently represented in the MiraCosta College classroom.

\* In transformative resistance to “menopause” rooted in heteropatriarchal and colonial ideologies, “mynopantla” specifically center “mynopause,” defined by the beloved late elder Elisa Facio as “a decolonial process of naming, negotiating, and moving toward a nepantla state of enlightenment involving wisdom and continuous human evolution throughout a womyn’s life journey” (*Voices* 221).

## **RECOMMENDATION**

Approve Maria Figueroa’s request to travel out of country to Oaxaca, Mexico, from June 23 - June 28, 2024 to attend the Mujeres Activas en Letras y Cambio Social (MALCS) Annual Summer Institute, with a not-to-exceed cost of \$2,500.

<b>Subject:</b>  <b>Approve Out-of-Country Travel Request – Jeff Murico</b>	<b>Attachment:</b>  <b>None</b>
<b>Category:</b>  <b>Consent Items</b>	<b>Type of Board Consideration:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Information</span> <span style="text-align: center;">✓ Consent</span> <span>Action</span> </div>
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Goal 1</span> <span>Goal 2</span> <span style="text-align: center;">✓ Goal 3</span> <span>Goal 4</span> </div>
<b>Recommended:</b>  <hr/> <b>Kristina Denée Pescarmona</b> <b>Assistant Superintendent/Vice President,</b> <b>Instructional Services</b>	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

In compliance with Board Policy 7400, Employee Travel, MiraCosta College full-time Philosophy and Religious Studies Faculty Member Jeff Murico is requesting approval to travel from Cantania, Sicily, Italy, to Istanbul, Turkey, from May 4-10, 2024, to perform research for his sabbatical project.


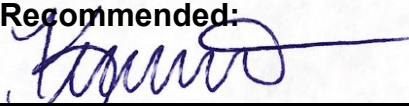

**STATUS**

Professor Murico’s sabbatical proposal to perform research in spring 2024 was accepted last year. He is performing research in Andalusia, Spain, and other locations, instead of the originally planned Israel and Palestine, for roughly three months. His objective is to design an itinerary that focuses on a number of religiously significant sites in order to develop new material for the college’s Religious Studies World Religions course. He will be incorporating photos and video “on-site lectures” from this research. In addition to this main objective, he hopes to use this research to develop new curriculum for the Religious Studies Program. Currently, the program offers three courses: World Religions, Eastern Religions, and Religion in America. Professor Murico will use this research to create a new course, Abrahamic Religions.

Turkey has significant religious importance as the site of numerous historical and religious landmarks and the videos will be used as a means of connecting students to the curriculum for the three Abrahamic faiths of Christianity, Judaism, and Islam.

**RECOMMENDATION**

Approve the out-of-country travel for Jeff, who will travel to Istanbul, Turkey, from Cantania, Sicily, Italy, from May 4-10, 2024, to continue sabbatical research in the discipline of religious studies, with a not-to-exceed cost of \$1,200.

<b>Subject:</b>  <b>Approve Reorganization of the Instructional Services Division</b>	<b>Attachment:</b>  <b>Current and Proposed Organization Charts</b>
<b>Category:</b>  <b>Consent Items</b>	<b>Type of Board Consideration:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Information</span> <span style="text-align: center;">   <b>Consent</b> </span> <span>Action</span> </div>
<b>Recommended:</b>  <hr/> <b>Kristina Denée Pescarmona</b> <b>Vice President, Instructional Services</b>	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

The purpose of this reorganization is to focus instructional division leadership on two areas: improvement of student learning and success in the first year and development of a futures educational plan for the San Elijo Campus. Data reviewed as part of the College’s Guided Pathways work continues to show equity gaps for Latinx and Black/African American students in completion of the 12+ units in the first semester, completion of college-level math in the first year, and persistence. Enrollment dashboards illustrate the need to stabilize San Elijo Campus enrollments while identifying new innovative partnerships and programs to meet the educational and workforce needs of the southern part of the district. Finally, with the opening of new buildings across all campus sites, an opportunity has emerged to ensure site support and supervision in the newly developed campus hubs through a reorganization of deans and academic areas.

**STATUS**

The following changes reflect opportunities to improve first-year student outcomes, develop new partnerships at the San Elijo Campus, and create support systems for new and existing instructional facilities.

This proposal includes the following title changes:

- Dean, Humanities, Communication Studies and Math (from Dean, Letters, Humanities and Communication Studies)
- Dean, Natural and Social Sciences (from Dean, Math and Sciences)
- Addition of San Elijo Site Administrator to Dean, Career Education

Additionally, this proposal includes a change in the reporting structure of the following departments:

- Media Arts and Technology (from Career Education to Arts, International Languages and Ethnic Studies)

- CTE Transitions/High School Articulation (from Career Education to Instructional Services)
- Mathematics (from Natural and Social Sciences to Humanities, Communication Studies and Math)
- The Learning Centers (from Natural and Social Sciences to Instructional Services)
- Honors (to Vice President, Instructional Services)
- History (from Humanities, Communication Studies, and Math to Natural and Social Sciences)
- Horticulture (from Career Education to Natural and Social Sciences)
- Automotive Technology (from Career Education to Natural and Social Sciences)
- Kinesiology, Health and Nutrition (from Career Education to Nursing, Health and Wellness)

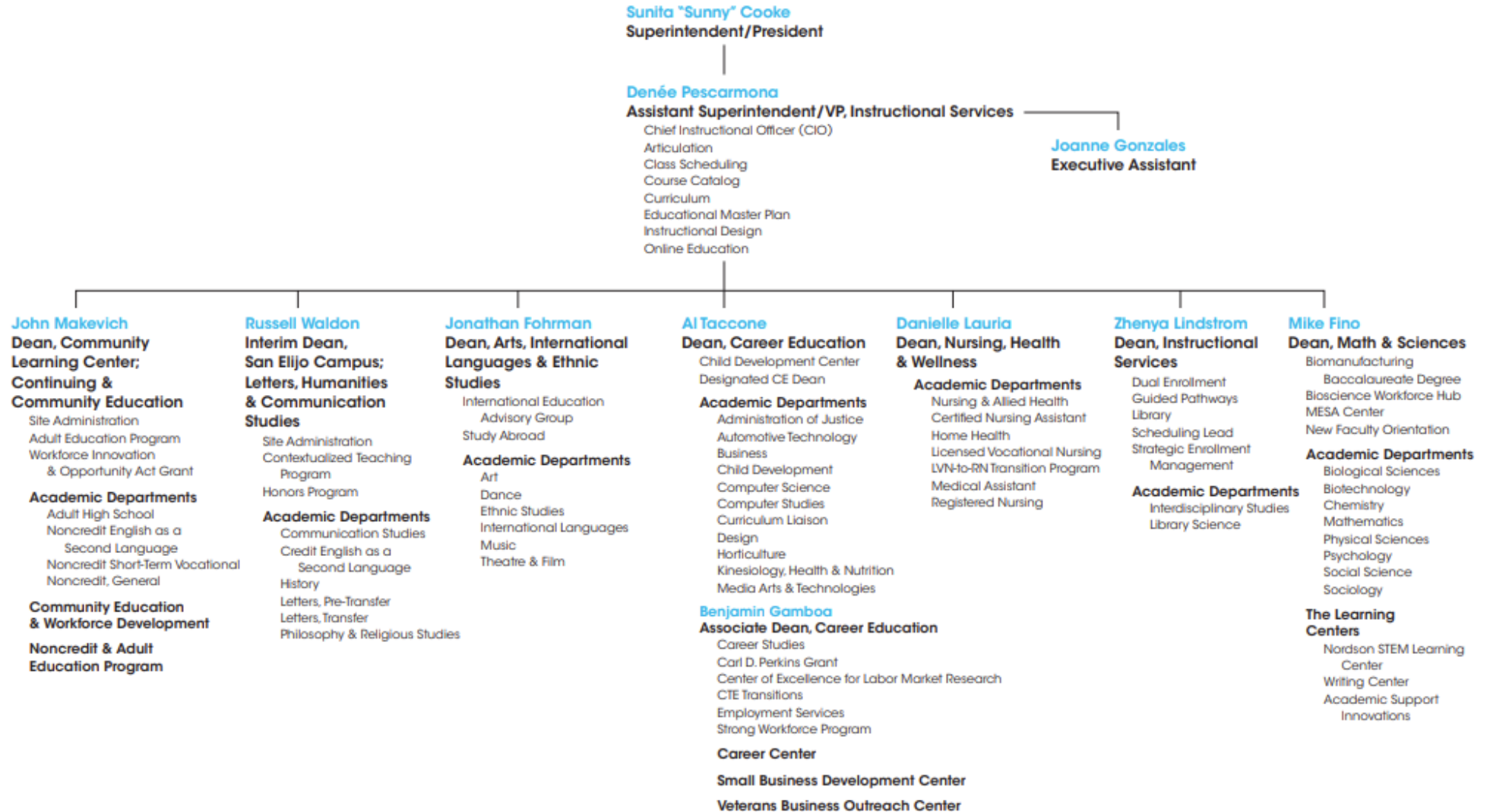
Dean, Natural and Social Sciences will support the STEM hub (new and existing facilities), Humanities, Communication Studies and Math will support the 3500 and 3600 buildings, which hold most of the English and math classes on the Oceanside Campus. Dean, Instructional Services will provide leadership and support of the newly remodeled Library and Learning Commons. Dean, Nursing, Health and Wellness will support the newly completed Health and Wellness hub. Dean, Arts, International Languages and Ethnic Studies will support the developing Arts hub, which includes the new Media Arts Building. Dean, Continuing and Community Education will continue to support the Community Learning Center and Technology Career Institute. Dean, Career Education will move and support the San Elijo Campus site.

There is no change in FTE or budget associated with the recommended reorganization.

## **RECOMMENDATION**

Approve the recommended reorganization within the Instructional Services Division effective July 1, 2024.

# Current Organization Chart



**Proposed Organization Chart**

DRAFT

**Sunita "Sunny" Cooke**  
**Superintendent/President**

**Denée Pescarmona**  
**Assistant Superintendent/VP, Instructional Services**  
 Chief Instructional Officer (CIO)  
 Articulation  
 Class Scheduling  
 Course Catalog  
 Curriculum  
 Educational Master Plan  
 Honors  
 Instructional Design  
 Online Education  
 Strategic Enrollment Management  
 Title V Grant (HSI)

**Joanne Gonzales**  
**Executive Assistant**

**John Makevich**  
**Dean, Community Learning Center; Continuing & Community Education**  
 Site Administration  
 Adult Education Program  
 Workforce Innovation & Opportunity Act Grant  
**Academic Departments**  
 Adult High School  
 Noncredit English as a Second Language  
 Noncredit Short-Term Vocational  
 Noncredit, General  
**Community Education & Workforce Development**  
**Noncredit & Adult Education Program**

**Jonathan Fohrman**  
**Dean, Arts, International Languages & Ethnic Studies**  
 International Education  
 Advisory Group  
 Public Art  
 Study Abroad  
**Academic Departments**  
 Art  
 Dance  
 Ethnic Studies  
 International Languages  
 Media Arts & Technologies  
 Music  
 Theatre & Film

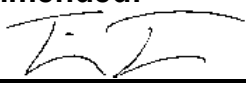

**Al Taccone**  
**Dean, Career Education**  
 Child Development Center  
 Designated CE Dean  
 San Elijo Site Administration  
 Small Business Development Center  
 Veterans Business Outreach Center  
**Academic Departments**  
 Administration of Justice  
 Business  
 Child Development  
 Computer Science  
 Computer Studies  
 Design  
**Benjamin Gamboa**  
**Associate Dean, Career Education**  
 Carl D. Perkins Grant  
 Center of Excellence for Labor Market Research  
 Employment Services  
 Strong Workforce Program  
**Academic Departments**  
 Career Studies  
**Career Center**

**Russell Waldon**  
**Interim Dean, Humanities, Communication Studies & Math**  
 AB705/1705 Implementation  
**Academic Departments**  
 Communication Studies  
 Credit English as a Second Language  
 Letters, Pre-Transfer  
 Letters, Transfer  
 Mathematics  
 Philosophy & Religious Studies

**Zhenya Lindstrom**  
**Dean, Instructional Services**  
 Contextualized Teaching Program  
 Dual Enrollment  
 Guided Pathways  
 High School Articulation  
 Library  
 Scheduling Lead  
**Academic Departments**  
 Interdisciplinary Studies  
 Library Science  
**The Learning Centers**  
 Academic Support Innovations  
 Nordson STEM Learning Center  
 Writing Center

**Mike Fino**  
**Dean, Natural & Social Sciences**  
 Biomanufacturing  
 Baccalaureate Degree  
 Bioscience Workforce Hub  
 MESA Center  
 New Faculty Orientation  
**Academic Departments**  
 Automotive Technology  
 Biological Sciences  
 Biotechnology  
 Chemistry  
 History  
 Horticulture  
 Physical Sciences  
 Psychology  
 Social Science  
 Sociology

**Danielle Lauria**  
**Dean, Nursing, Health & Wellness**  
**Academic Departments**  
 Nursing & Allied Health  
 Certified Nursing Assistant  
 Home Health  
 Kinesiology, Health & Nutrition  
 Licensed Vocational Nursing  
 LVN-to-RN Transition Program  
 Medical Assistant  
 Registered Nursing

<b>Subject:</b> Approve FF&E IT Purchase of Dell Computers OCN Reno Building 1200 Library	<b>Attachment:</b>  None
<b>Category:</b>  Consent Items	<b>Type of Board Consideration:</b>  Information <input checked="" type="checkbox"/> Consent      Action
<b>Institutional Goals:</b> <a href="http://mcc.mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <input checked="" type="checkbox"/> Goal 1      Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4
<b>Recommended:</b>  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

As part of the Measure MM bond program, the purchasing of furniture, fixtures, and equipment (“FF&E”) is needed in association with new construction and renovation projects. This need for FF&E, specifically Dell Computers, is related to the project needs identified for the Reno Building 1200 Library Project at the Oceanside campus.

**STATUS**

California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as “piggyback”) obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district. The district has identified the use of the Dell Technologies FCCC UCOP# C00000886546- Customer Agreement # 2018-000068/00004206, for the purchase of specific items at the lowest cost and best overall value for district purchases.

The equipment purchases have been identified with a total cost not to exceed \$300,000, and are detailed below:




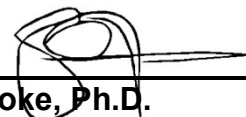
Project Name	NTE COST	Supplier
Reno Building 1200 Library Project	\$300,000	Dell Technologies

Funds for equipment are budgeted within the district’s Measure MM funds.

**RECOMMENDATION**

Authorize the assistant superintendent/vice president, administrative services to proceed with the procurement with Dell Technologies.



<b>Subject:</b>  <b>Approve Renewal of Okta Identity and Access Management Security Software Licensing Subscription, Technical Support Services, and Maintenance</b>	<b>Attachment:</b>  <a href="#">CDW-G Quote</a>
<b>Category:</b>  <b>Consent Items</b>	<b>Type of Board Consideration:</b> <div style="text-align: center;">   <b>Information      Consent      Action</b> </div>
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <div style="text-align: center;">   <b>Goal 1      Goal 2      Goal 3      Goal 4</b> </div>
<b>Recommended:</b>  <hr/> <b>Tim Flood</b> <b>Vice President, Administrative Services</b>	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

In March 2022, the board approved agenda item VIII.G., the implementation renewal purchase of the Okta Identity and Access Management system (IAM) utilized for user single sign-on secure access. Okta provides the authentication function for users to sign into district technology resources securely. The district is in the process of the routine annual renewal of the Okta IAM licensing subscriptions, including technical support services and maintenance.



**STATUS**

California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as “piggyback”) obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district. The Foundation for California Community Colleges (FCCC) agreement with OKTA, Agreement No. 0000-3451 through CDW-G as the authorized reseller, provides the lowest cost and best overall value to the district for technology purchases.

The contract for the IAM security software licensing subscription, technical support services, and maintenance will be for a one-year period of May 15, 2024 – May 14, 2025, at an annual cost of \$125,315.75. Funds for the software licensing subscriptions, including technical support services and maintenance, are budgeted within the district’s technology budget.

**RECOMMENDATION**

Authorize the director of purchasing and material management to proceed with the procurement of the Okta IAM system software from CDW-G in accordance with the terms and conditions of the FCCC’s OKTA Agreement No. 0000-3451 for the annual cost of \$125,315.75.

<b>Subject:</b>  Approve Purchase of Palo Alto Network Firewall Security Equipment and Service	<b>Attachment:</b>  ePlus Quote
<b>Category:</b>  Consent Items	<b>Type of Board Consideration:</b>  Information <input checked="" type="checkbox"/> Consent      Action
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b>  Goal 1      Goal 2 <input checked="" type="checkbox"/> Goal 3      Goal 4
<b>Recommended:</b>  <hr/> Tim Flood Vice President, Administrative Services	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

The district currently utilizes the Palo Alto Network Firewall Security equipment and software as the first line of defense in the protection for institutional data and infrastructure systems. Information Technology Services (ITS) staff have identified the need to replace existing equipment to maintain and enhance the level of protection.

**STATUS**

California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as “piggyback”) obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district. By utilizing both the Palo Alto NASPO ValuePoint DataCom Master Agreement # AR3229 and the California PA # 7-20-70-47-06 from ePlus Technology Inc. will provide the lowest cost and best overall value for security software licensing.

Through this agreement, ePlus Technology, Inc. will replace all existing equipment at no charge with the district’s approval of the security software licensing subscription, technical support services and maintenance for a three-year period. The services period would begin upon receipt and installation of equipment for the period of approximately May 2024 to May 2027, at a cost not to exceed \$212,439.24 annually, for a total contract value of \$637,317.70.

Funds are budgeted within the district’s technology budget.

**RECOMMENDATION**

Authorize the director of purchasing and material management to proceed with the procurement of \$637,317.70 for the Palo Alto Network Firewall Security equipment and software from ePlus Technology Inc., in accordance with the terms and conditions of the Palo Alto NASPO ValuePoint DataCom Master Agreement # AR3229 and the California PA # 7-20-70-47-06 for the terms specified above.



Customer: MiraCosta College

**ePlus Technology Quote**

Quote issued by:  
 Account Executive: Dustin Ferris & Jonas Reiter  
 Inside Sales Account Manager: Kristin Sparhawk  
 2355 Main Street, Suite 140  
 Irvine CA 92614  
 949-988-5468  
[Team-FerrisReiter@eplus.com](mailto:Team-FerrisReiter@eplus.com)

Date of Quote January 19, 2024	Valid until April 26, 2024	Terms Net 30 Days	Quote#		
Model Number	Description		Qty	Unit Price	Extended Price
This quote is pursuant to Palo Alto NASPO ValuePoint DataCom Master Agreement # AR3229 and California PA # 7-20-70-47-06.					
<b>PA-5410s to replace PA-5250s</b>					
PAN-PA-5410-AC	Palo Alto Networks PA-5410 with redundant AC power supplies		2	\$ -	\$ -
PAN-QSFP-AOC-10M	QSFP+ form factor, 40Gb active optical cable with 2 transceivers and 10m of cable permanently bonded as an assembly		1	\$ -	\$ -
PAN-PA-5410-BND-CORESEC-3YR	PA-5410, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN ), 3 years (36 months) term		2	\$ 123,693.50	\$ 247,387.00
PAN-CONSULT-NGFW-QS-PA5XXX	QuickStart Service for NGFW: PA-5200/5400 Series (Except PA-5450) - Includes One Cutover		1	\$ 21,672.00	\$ 21,672.00
PAN-PA-5410-IOT-ENT-3YR	PA-5410, Enterprise IoT subscription, 3 years (36 months) term.		2	\$ 27,715.00	\$ 55,430.00
PAN-PA-5410-GP-3YR	PA-5410, GlobalProtect subscription, 3 years (36 months) term.		2	\$ 19,705.00	\$ 39,410.00
PAN-SVC-PREM-5410-3YR	Premium support 3-year term, PA-5410		2	\$ 34,924.00	\$ 69,848.00
QSFP-100G-AOC5M=	100GBASE QSFP Active Optical Cable, 5m		4	\$ -	\$ -
				<b>Subtotal:</b>	<b>\$ 433,747.00</b>
<b>PA-3410s to replace PA-3220s</b>					
PAN-PA-3410	Palo Alto Networks PA-3410 with redundant AC power supplies		2	\$ -	\$ -
PAN-CONSULT-NGFW-QS-PA3XXX	QuickStart Service for NGFW: PA-3200/3400 Series - Includes One Cutover		1	\$ 14,484.00	\$ 14,484.00
PAN-PA-3410-ATP-3YR-HA2	Advanced Threat Prevention subscription 3 year term for device in an HA pair, PA-3410		2	\$ 17,529.50	\$ 35,059.00
PAN-SVC-PREM-3410-3YR	Premium support 3-year term, PA-3410		2	\$ 13,431.00	\$ 26,862.00
PAN-SFP-PLUS-CU-5M	SFP+ form factor, 10Gb direct attach twin-ax passive cable with 2 transceiver ends and 5m of cable permanently bonded as an assembly, IEEE 802.3ae 10GBASE-CR compliant		1	\$ -	\$ -
				<b>Subtotal:</b>	<b>\$ 76,405.00</b>
<b>PA-3410s to replace PA-3260s</b>					
PAN-PA-3410	Palo Alto Networks PA-3410 with redundant AC power supplies		2	\$ -	\$ -
PAN-CONSULT-NGFW-QS-PA3XXX	QuickStart Service for NGFW: PA-3200/3400 Series - Includes One Cutover		1	\$ 14,484.00	\$ 14,484.00
PAN-PA-3410-BND-CORESEC-3YR	PA-3410, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN ), 3 years (36 months) term		2	\$ 46,483.50	\$ 92,967.00
PAN-PA-3410-IOT-ENT-3YR	PA-3410, Enterprise IoT subscription, 3 years (36 months) term.		2	\$ 3,971.00	\$ 7,942.00
PAN-SVC-PREM-3410-3YR	Premium support 3-year term, PA-3410		2	\$ 13,431.00	\$ 26,862.00
PAN-SFP-PLUS-CU-5M	SFP+ form factor, 10Gb direct attach twin-ax passive cable with 2 transceiver ends and 5m of cable permanently bonded as an assembly, IEEE 802.3ae 10GBASE-CR compliant		1	\$ -	\$ -
				<b>Subtotal:</b>	<b>\$ 142,255.00</b>



**Customer: MiraCosta College**

**ePlus Technology Quote**

**Quote issued by:**

Account Executive: Dustin Ferris & Jonas Reiter  
 Inside Sales Account Manager: Kristin Sparhawk  
 2355 Main Street, Suite 140  
 Irvine CA 92614  
 949-988-5468  
[Team-FerrisReiter@eplus.com](mailto:Team-FerrisReiter@eplus.com)

Date of Quote	Valid until	Terms	Quote#		
January 19, 2024	April 26, 2024	Net 30 Days			
Model Number	Description	Qty	Unit Price	Extended Price	
<b>PA-440 Pair to replace PA-820</b>					
PAN-PA-440	Palo Alto Networks PA-440	2	\$ -	\$ -	
PAN-PA-440-ATP-3YR-HA2	PA-440, Advanced Threat Prevention subscription, for one (1) device in an HA pair, 3 years (36 months), term.	2	\$ 881.00	\$ 1,762.00	
PAN-SVC-PREM-440-3YR	PA-440, Premium support, 3 years (36 months), term.	2	\$ 681.00	\$ 1,362.00	
PAN-PA-400-RACKTRAY	Rack mountable tray for up to two PA-400s and 4 power adapters for a 4 post rack mount (PA-440/450/460 models only)	1	\$ -	\$ -	
PAN-PWR-50W-AC	50W AC power adapter for PA-440, PA-450 and PA-460	2	\$ -	\$ -	
			<b>Subtotal:</b>	<b>\$ 3,124.00</b>	
<b>PA-415 Lab Units to replace PA-220s</b>					
PAN-PA-415-LAB	Palo Alto Networks PA-415 Lab Unit	2	\$ -	\$ -	
PAN-PA-415-BND-LAB4	PA-415, Lab bundle subscription (Advanced Threat prevention, DNS, Advanced URL filtering, GlobalProtect, Advanced WildFire, SD-WAN, Standard support), 1 year (12 months) term. - 3 Years	2	\$ 510.00	\$ 1,020.00	
			<b>Subtotal:</b>	<b>\$ 1,020.00</b>	
<b>IoT QuickStart Integration Services</b>					
PAN-CONSULT-NGFW-QS-IOT-CDL	QuickStart service for IoT - Initial integration of up to 5 NGFW or VM-series to the IoT subscription	1	\$ 25,701.00	\$ 25,701.00	
			<b>Subtotal:</b>	<b>\$ 25,701.00</b>	
<b>Support &amp; Subscription Credits</b>					
PA-PRORATED-CREDIT-SUBS	Prorated Credit for unused subscriptions	1	\$ (25,397.04)	\$ (25,397.04)	
PA-PRORATED-CREDIT-SUP	Prorated Credit for Support Changes	1	\$ (19,537.26)	\$ (19,537.26)	
			<b>Subtotal:</b>	<b>\$ (44,934.30)</b>	

<b>TOTAL:</b>	<b>\$ 637,317.70</b>
<b>TAX:</b>	<b>\$ -</b>
<b>SHIPPING:</b>	<b>\$ -</b>
<b>GRAND TOTAL:</b>	<b>\$ 637,317.70</b>

MiraCosta Community College District ("Purchaser") agrees that the term of this Palo Alto offer is for three (3) years (the "Term") subject to Purchaser obtaining funding for the second and third year. These terms will be incorporated into the Purchase Order, shall be deemed a "Statement of Work," and will take precedence with respect to the Payments due as noted below:

- Payment 1: \$212,439.24 due net thirty (30) of Date of Acceptance
- Payment 2: \$212,439.23 due one year after Payment 1
- Payment 3: \$212,439.23 due one year after Payment 2

Payments shall be made by check or wire. Purchaser represents that it has essential need for the Asset(s) for the full Term. Purchaser will use best efforts to obtain annual appropriation of funds for the Asset(s) purchased hereunder. Purchaser acknowledges and agrees, subject to the availability of funds, that its obligation to make the Payments and other sums payable hereunder, shall be absolute and unconditional in all events, and shall not be subject to any abatement, reduction set-off, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims the Purchaser may have against the supplier, supplier's assigns, the manufacturer, vendor, or maintainer of the products, or any person for any reason whatsoever. Purchaser acknowledges that it is obtaining favorable pricing herein for its commitment to the full Term and therefore represents to Contractor that nonappropriation of funds or termination for convenience in accordance with the terms and conditions directly below shall be the only conditions preventing completion of the full Term.





**Customer:** MiraCosta College

**ePlus Technology Quote**

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 Inside Sales Account Manager: Kristin Sparhawk  
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 Irvine CA 92614  
 949-988-5468  
[Team-FerrisReiter@eplus.com](mailto:Team-FerrisReiter@eplus.com)

<b>Date of Quote</b> January 19, 2024	<b>Valid until</b> April 26, 2024	<b>Terms</b> Net 30 Days	<b>Quote#</b> [REDACTED]		
<b>Model Number</b>	<b>Description</b>		<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>

The purchase order ("Purchase Order") is being issued by Purchaser to fund the payment of the Palo Alto hardware, software and support described on ePlus Technology, inc. ("Contractor") Quote #MCC-PANUPGRADE-011924 (the "Asset(s)") for the first year of the Term. Purchaser reasonably believes that funds will be available and appropriated to make all Payments under this Purchase Order. Upon delivery of the Product to Purchaser, Purchaser shall have all rights to use the Product and no further performance is required on the part of Contractor to provide the Product to Purchaser. If sufficient funds are not appropriated, or otherwise made available, for the acquisition of the Asset(s) in a subsequent fiscal year, then the Purchaser may terminate, without penalty, this Purchase Order, in whole but not in part, as of the last day for which funds were appropriated or otherwise made available, but shall be obligated to pay all charges incurred through the end of that fiscal year. Purchaser shall give forty-five (45) days written notice to Contractor prior to any such termination. Purchaser agrees not to acquire, lease or use similar products for the same purpose as the Asset(s) purchased hereunder for a period of one (1) year after termination of the Purchase Order.

If Purchaser should terminate for convenience, the termination must be in whole and not in part, and the parties agree that the amount due to vendor for completed performance, including vendor's reasonable costs associated with the Purchase Order and its termination, shall be equal to the amount of the present value of the remaining unpaid payments to include all remaining years in the Term, discounted at equivalent U.S. Treasury (H.15) T-bill rates as of the date of the initial purchase order, plus any other amounts then due and owing as of the termination date, which Purchaser agrees to pay. Purchaser agrees not to terminate for convenience unless the need for the functions the Asset(s) were procured to perform no longer exists.

In the event a stop work order results in a termination for convenience, the Contractor is entitled to payment of all Payments due to the actual termination for convenience date, after which it will recover the unamortized payments, discounted at equivalent U.S. Treasury (H.15) T-bill rates as of the date of the initial Purchase Order, as a termination for convenience payment. If the stop work order does not lead to a termination for convenience, all Payments shall be due as if there had been no stop work order.

Contractor may assign payment due under this Purchase Order without consent of Purchaser.

Purchaser shall sign and date a Certificate of Acceptance. The Date of Acceptance is set forth on this said document.

The Payments are exclusive of any sales/use tax. Purchaser agrees to reimburse Contractor for any sales/use tax amounts as noted on any invoice, unless Purchaser provides a valid sales/use exemption certificate.

A fax copy, electronically-signed or other non-original transmittal of this Purchase Order when received by Contractor and stamped "Original" shall be binding on Purchaser for all purposes as if originally signed by Purchaser. Purchaser agrees that the only version of the Purchase Order that is the Original, for all purposes, is the Original-stamped version containing Purchaser's original, faxed, electronically-signed or other non-original transmittal signature. The Original shall not constitute "electronic chattel paper," as defined by UCC 9A-102(a)(31), and it is chattel paper, as defined by UCC 9A-102(a)(11). Purchaser agrees not to raise this issue as a legal defense in any litigation matters. Purchaser also agrees that for purposes of the UCC, the Original of the purchase order meets all definitions and requirements of "original Chattel Paper" under the UCC.

Purchaser will keep the Asset(s) free and clear of all liens. Purchaser authorizes Contractor to record (and amend, if appropriate) a UCC financing statement to protect Contractor's interests.

Purchaser is relieved from all risk of loss or damage to the Asset(s) during periods of delivery and installation. Purchaser shall be responsible for any loss or damage to the Asset(s) during the time Purchaser is making payments, and during relocation, unless Contractor shall undertake such relocation. In the event any Asset is destroyed, damaged beyond repair, lost, stolen, or taken by governmental action (an "Event of Loss"), Purchaser shall promptly notify Contractor and either replace the Asset or pay to Contractor, on the next payment due date following such Event of Loss, the present value of the remaining unpaid payments over the Term, discounted at equivalent U.S. Treasury (H.15) T-bill rates as of the date of the initial Purchase Order, plus the residual value and any amounts then due and owing as of the Event of Loss date. After payment of such amount, Purchaser's obligation to pay further payments shall cease. Purchaser, at its expense, shall maintain property insurance that would cover any said Event of Loss. Purchaser shall also maintain comprehensive public liability insurance in an amount of \$1,000,000 per occurrence against any claims for bodily injury, death and/or property damage arising out of the use, ownership, possession, operation or condition of the Asset(s).



**Customer:** MiraCosta College

**ePlus Technology Quote**

**Quote issued by:**  
 Account Executive: Dustin Ferris & Jonas Reiter  
 Inside Sales Account Manager: Kristin Sparhawk  
 2355 Main Street, Suite 140  
 Irvine CA 92614  
 949-988-5468  
[Team-FerrisReiter@eplus.com](mailto:Team-FerrisReiter@eplus.com)

<b>Date of Quote</b> January 19, 2024	<b>Valid until</b> April 26, 2024	<b>Terms</b> Net 30 Days	<b>Quote#</b> [REDACTED]		
<b>Model Number</b>	<b>Description</b>		<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>

Within thirty (30) days after termination or non-appropriation of any purchase order, Purchaser shall, at its own risk and expense, have the hardware associated with the Asset(s) packed for shipment in accordance with the Contractor's specifications and shall return the hardware to the location as specified by the Contractor in the same condition as when delivered, ordinary wear and tear excepted. Purchaser is also responsible for any costs to return the hardware to good working order.

Purchaser will be in default if, with respect to this Purchase Order, (i) it fails to pay any sum within five (5) days of the due date, (ii) it fails to perform or observe any other obligation, (iii) any representation or warranty made by Purchaser to Contractor in connection with this Purchase Order shall be untrue in any material respect, (iv) insolvency by Purchaser, or (v) Purchaser's filing of any proceedings commencing bankruptcy, or the filing of an involuntary petition against Purchaser, or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment. If Purchaser defaults, Purchaser agrees that Contractor may do any or all of the following: (a) cancel this Purchase Order, (b) require Purchaser to stop using the Asset(s) and return (at Purchaser's expense) the Asset(s) in good working order and condition to a location specified by Contractor, (c) require Purchaser to pay to Contractor on demand an amount equal to the sum of (i) all Payments and other amounts then due and past due, (ii) all remaining Payments for the Term discounted at a rate of 2% per annum, (iii) interest at the rate of 1.5% per month on the amounts specified in clauses "i" and "ii" above until the date paid, and (iv) all other amounts that may later become due hereunder, and/or (d) exercise any other remedy available to Contractor under law. Purchaser also agrees to reimburse Contractor on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorney's fees) and reasonable expenses of denying use of the Asset(s), plus interest at the rate of 1.5% per month on such amounts until the date paid.

The Purchase Order has been duly authorized, executed and delivered by the Purchaser and constitutes a valid, legal and binding agreement of the Purchaser, enforceable in accordance with its terms. The Purchaser warrants that all necessary authorizations for the Purchase Order have been obtained and that the signer is fully empowered to do so.

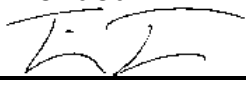
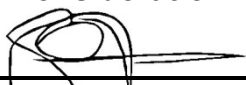
Purchaser may issue purchase orders one year at a time, provided that all Payments for the Asset(s) hereunder are effected by this Purchase Order and in each subsequent year, either a new purchase order or amendment to this Purchase Order will be issued to cover the obligation of appropriated funds, when available, for each year of payments. In either event, the terms and conditions set forth herein shall apply to such new purchase order or amendment to this Purchase Order and failure to timely issue a purchase order shall not delay or prevent Purchaser's Payment obligation. The terms and conditions of Contractor Quote #MCC-PANUPGRADE-011924 will take precedence with respect to the payments due hereunder and shall supersede any and all reference to the order of precedence, including but not limited to paragraph 1. Of Attachment A to the WSCA-NASPO Master Agreement and Section 11 of GSPD-4011T (revised and effective 09/05/14). This agreement shall constitute a financing within the meaning of the Attachment A to the WSCANASPO Master Agreement Terms and Conditions. By issuing the Purchase Order, Customer agrees that it has signed these terms and conditions. In the event any provision of these terms and conditions shall be determined by a court of Competent jurisdiction to be invalid or unenforceable, Customer and Contractor here to agree that such provision shall be ineffective without invalidating the remaining provisions thereof.

Authorization Acceptance and Date PO / Reference Number

Print Name Title

This quotation is confidential for your internal use only.  
 This is a solicitation for an offer and is subject to credit approval. No contract is formed unless a purchase order or other offer is received and accepted by our office. If you accept this quotation with the intent to have your chosen leasing company to pay the costs directly, please note that if the Lessor does not pay ePlus for any reason, you will be responsible for payment to ePlus.



<b>Subject:</b>  Approve Purchase for Network Switch Replacement/Upgrade Project	<b>Attachment:</b>  <a href="#">ePlus Quote</a>
<b>Category:</b>  Consent Items	<b>Type of Board Consideration:</b> Information <input checked="" type="checkbox"/> Consent      Action
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> Goal 1      Goal 2 <input checked="" type="checkbox"/> Goal 3      Goal 4
<b>Recommended:</b>  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

The district is in the process of the routine refresh/replacement of data center and perimeter network switching equipment. The existing equipment ranges from five to seven years old and is nearing technological “end of life” and manufacturer support. The refresh will replace the hardware, plus provide redundant data paths between buildings at the Oceanside Campus and increase data transmission speeds districtwide.

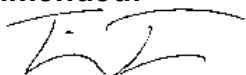

**STATUS**

California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as “piggyback”) obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district. The district has identified the use of Cisco NASPO ValuePoint DataCom Master Agreement # AR3227 which includes California Participation Addendum# 7-20-70-47-01 with ePlus Technology, Inc. will provide the lowest cost and best overall value for the purchase of the new equipment.

This purchase includes equipment and hardware/software maintenance with a procurement cost of \$386,780.67, including tax. Funds to acquire the software licensing subscriptions, including technical support services and maintenance, are budgeted within the district’s technology budget.

**RECOMMENDATION**

Authorize the director of purchasing and material management to proceed with the procurement with ePlus Technology, Inc. in accordance with the terms and conditions of Cisco NASPO ValuePoint DataCom Master Agreement # AR3227 and California Participation Addendum #7-20-70-47-01 at a cost not to exceed \$386,780.67.

<b>Subject:</b>  <b>Approve Purchase of Dell Laptops for Students Provided by the Library</b>	<b>Attachment:</b>  <b>Dell Quote</b>
<b>Category:</b>  <b>Consent Items</b>	<b>Type of Board Consideration:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Information</span> <span style="text-align: center;">✓ Consent</span> <span>Action</span> </div>
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Goal 1</span> <span>Goal 2</span> <span style="text-align: center;">✓ Goal 3</span> <span>Goal 4</span> </div>
<b>Recommended:</b>  <hr/> <b>Tim Flood</b> <b>Assistant Superintendent/Vice President,</b> <b>Administrative Services</b>	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

The Library’s Student Technology Loan Program provides students with laptops for coursework through semester-long loans. This program is included in the district Technology Plan. Demand for devices has increased yearly and some units within the pool of loaned laptops are reaching their end-of-life. This one-time purchase will help meet increased demand for the program and replace aging laptops.

**STATUS**

California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as “piggyback”), obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district. As a result, board agenda item No. VIII.Y was approved at the June 22, 2023, board meeting authorizing the use of the Foundation for California Community Colleges (FCCC) agreement #00004206 with Dell Marketing for the purchase of supplies, technology, software, equipment, and other miscellaneous materials at the lowest cost and best overall value for district technology purchases.

The following computers and peripherals have been identified with a total list cost before fees and taxes of \$359,442.75. By utilizing the referenced FCCC Contract, the equipment cost before fees and taxes is \$161,096.25, resulting in an overall negotiated discount of 44.8 percent and an estimated not to exceed purchase price of \$175,000, including fees and taxes. Funds for this equipment replacement purchase have been identified within the State of California Lottery Grant.



QTY	UOM	Description	List Price	Actual Cost
200	EA	Dell Latitude 3340, XCTO	\$356,006.00	\$159,000.00
50	EA	Dell USB=C to 2.5Gbps Ethernet Adapter	\$2,187.00	\$1,334.00
25	EA	Dell 65W 4.5mm AC Adapter	\$1,249.75	\$762.25
Equipment Total (before fees and taxes)			\$359,442.75	\$161,096.25

## RECOMMENDATION

Authorize the director, purchasing and material management to proceed with the procurement from Dell in accordance with the terms and conditions of the Foundation for California Community Colleges (FCCC) agreement #00004206 in an amount not to exceed \$175,000.

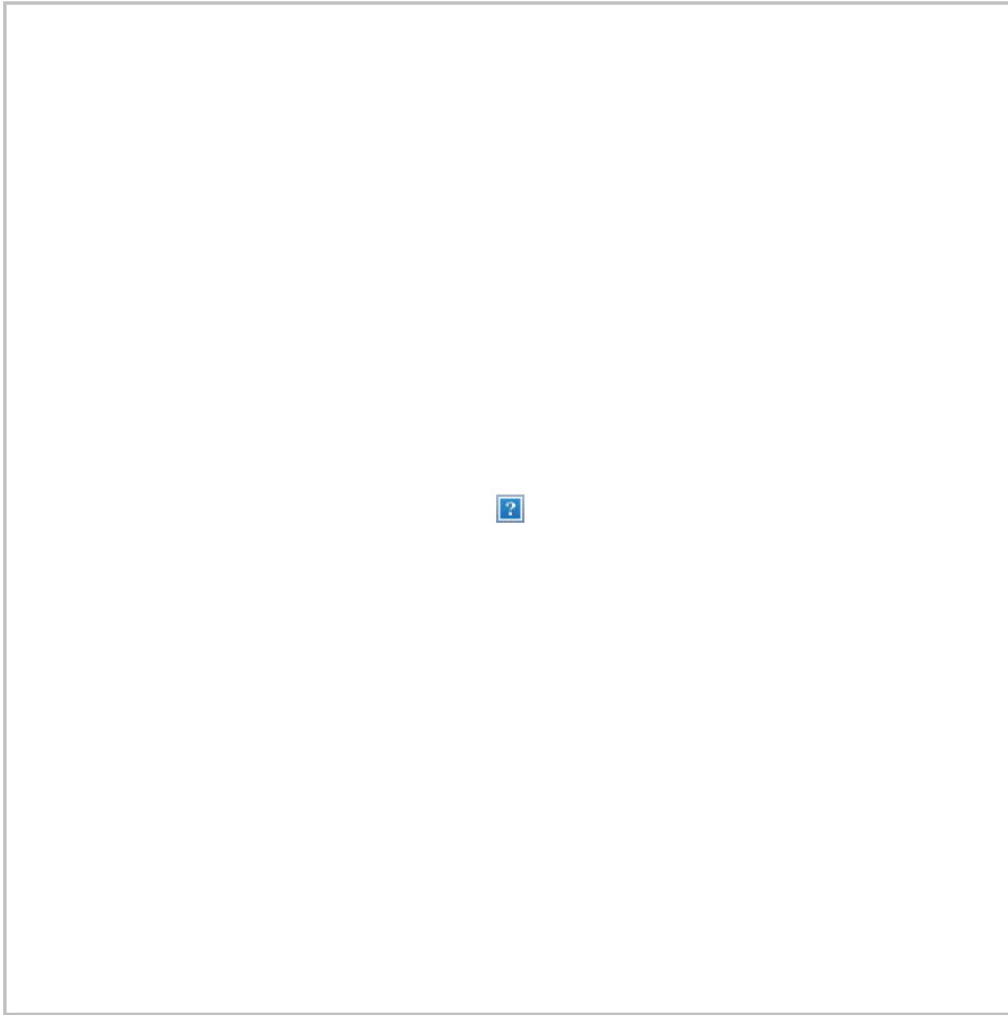
Dell USB-C to 2.5Gbps Ethernet Adapter	\$26.68	50	\$1,334.00
Dell 65W 4.5mm AC Adapter	\$30.49	25	\$762.25

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Subtotal:	\$161,096.25
Shipping:	\$0.00
Environmental Fee:	\$800.00
Non-Taxable Amount:	\$51,210.00
Taxable Amount:	\$110,686.25
Estimated Tax:	\$9,131.58

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**Total: \$171,027.83**




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**Unit Price      Quantity      Subtotal**

		<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>Dell Latitude 3340</b>		<b>\$795.00</b>	<b>200</b>	<b>\$159,000.00</b>
Estimated delivery if purchased today: Apr. 19, 2024 Contract # C000000886546 Customer Agreement # 2018-000068 / 00004206				
<b>Description</b>	<b>SKU</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
Dell Latitude 3340, XCTO	210-BGCL	-	200	-
13th Gen Intel Core i5-1335U (12 MB cache, 10 cores, up to 4.60 GHz Turbo)	379-BFBK	-	200	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	200	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	200	-
CrowdStrike Endpoint Protection Enterprise w Essential Support 1yr	634-CCLH	-	200	-
Integrated Intel Iris Xe Graphics for i5-1335U Processor with 8 GB LPDDR5 Memory for Laptop	338-CHIU	-	200	-
Intel® Rapid Storage Technology Driver	409-BCWZ	-	200	-
Intel vPro Management Disabled	631-BBBB	-	200	-
8 GB, LPDDR5, 4800 MT/s, integrated	370-BBGH	-	200	-
256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	400-BOSX	-	200	-
Laptop, 13.3", FHD 1920x1080, 60Hz, WVA/IPS, Non-Touch, Anti-Glare, 250 nit, NTSC 45%, FHD Camera	391-BHHE	-	200	-
English US backlit keyboard, 79-key	583-BHBS	-	200	-
Intel AX201/AX211 WLAN Driver	555-BJDS	-	200	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	200	-
3-cell, 42 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable	451-BDBQ	-	200	-
65W AC rugged adapter, 4.5mm	492-BDHT	-		

barrel, E4		-	200	-
Palmrest, No Fingerprint Reader	346-BJBZ	-	200	-
E4 Power Cord 1M for US	450-AMEI	-	200	-
Quick Start Guide for 3340 Laptop	340-DDPD	-	200	-
ENERGY STAR Qualified	387-BBLW	-	200	-
Custom Configuration	817-BBBB	-	200	-
Dell Additional Software	658-BFQB	-	200	-
Latitude 3340 Laptop Mix Model, 65W	340-DFIG	-	200	-
Latitude 3340 Bottom Door	321-BJBK	-	200	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	200	-
FHD Camera, Temporal Noise Reduction, No ExpressSign-In, Camera Shutter, Mic	319-BBIW	-	200	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	200	-
Dell Limited Hardware Warranty	997-6727	-	200	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-6747	-	200	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-6756	-	200	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	-	200	-
ProSupport Plus: Next Business Day Onsite, 3 Year Extended	997-6765	-	200	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-6774	-	200	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	200	-

Unit Price	Quantity	Subtotal
\$26.68	50	\$1,334.00

**Dell USB-C to 2.5Gbps Ethernet Adapter**  
 Estimated delivery if purchased today:  
 Apr. 08, 2024  
 Contract # C000000886546  
 Customer Agreement # 2018-000068 / 00004206













Description	SKU	Unit Price	Quantity	Subtotal
Dell USB-C to 2.5Gbps Ethernet Adapter	750-BBKR	-	50	-

	<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
<b>Dell 65W 4.5mm AC Adapter</b>	\$30.49	25	\$762.25
Estimated delivery if purchased today: Apr. 04, 2024 Contract # C000000886546 Customer Agreement # 2018-000068 / 00004206			

Description	SKU	Unit Price	Quantity	Subtotal
Dell 65W 4.5mm AC Adapter	492-BDCB	-	25	-
			<b>Subtotal:</b>	<b>\$161,096.25</b>
			<b>Shipping:</b>	<b>\$0.00</b>
			<b>Environmental Fee:</b>	<b>\$800.00</b>
			<b>Estimated Tax:</b>	<b>\$9,131.58</b>
			<b>Total:</b>	<b>\$171,027.83</b>

CONNECT WITH DELL: 

**BROWSE MORE OPTIONS:**

 IT Transformation	 Laptops	 Desktops
 Servers & Storage	 2-in-1's	 Electronics & Accessories
 Financing Options	 Dell Services	 Dell Support
 Subscription Center	 Events	 Dell Premier

**Important Notes**

**Terms of Sale**

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate

to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringsspecificterms](http://www.dell.com/offeringsspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

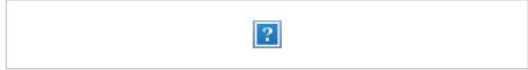
For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

**From:** [Lauck, Nicholas](#)  
**To:** [Lauck, Nicholas](#)  
**Subject:** Your Dell Quote [REDACTED]  
**Date:** Wednesday, March 27, 2024 10:03:34 AM

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**Your quote is ready for purchase.**  
Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Apr. 26, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

<b>Quote No.</b>	[REDACTED]	<b>Sales Rep</b>	Nick Lauck
<b>Total</b>	<b>\$171,027.83</b>	<b>Phone</b>	(800) 456-3355, 6180442
<b>Customer #</b>	[REDACTED]	<b>Email</b>	Nicholas_Lauck@Dell.com
<b>Quoted On</b>	Mar. 27, 2024	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Apr. 26, 2024		MIRACOSTA COLLEGE
<b>Contract Name</b>	FCCC Adoption of UCOP Participation Agreement		1 BARNARD DR
			OCEANSIDE, CA 92056-3820
<b>Contract Code</b>	C000000886546		
<b>Customer Agreement #</b>	[REDACTED]		
<b>Deal ID</b>	[REDACTED]		

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**Message from your Sales Rep**



Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,  
Nick Lauck

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Product	Unit Price	Quantity	Subtotal
Dell Latitude 3340	\$795.00	200	\$159,000.00



<b>Subject:</b>  Approve Amendment One to Experis US, Ltd. Contract	<b>Attachment:</b>  <ul style="list-style-type: none"> <li>• <a href="#">Basic Services Agreement</a></li> <li>• <a href="#">Amendment One</a></li> </ul>
<b>Category:</b>  Consent Items	<b>Type of Board Consideration:</b>  Information <input checked="" type="checkbox"/> Consent                      Action
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b>  Goal 1                      Goal 2 <input checked="" type="checkbox"/> Goal 3                      Goal 4
<b>Recommended:</b>   <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	<b>Approved for Consideration:</b>   <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

In May 2022, the governing board approved Agenda Item VIII.L for a three (3) year time and materials agreement with Experis US, Ltd., for a total contract value not to exceed \$275,000, to provide consulting resources supporting ITS in meeting the current requirements of existing projects and enterprise-level systems. Information Technology Services (ITS) requires additional expertise in various technical areas to assist with multiple ongoing institutional projects, including SURF-mandated changes, Oracle database management, DegreeWorks, and TargetX. These projects are essential for continuing operations and meeting the district’s goals and objectives.

**STATUS**





Public Contract Code (PCC) § 10298 and 10299 authorizes local government agencies and school districts to use CMAS and other Department of General Services (DGS) agreements without competitive bidding. The district has identified the State of California Department of General Services’ California Multiple Award Schedule (CMAS) cooperative agreement 3-22-10-1028 with Experis US, Ltd.

Due to the continuing support needs for ongoing projects, including Oracle, DegreeWorks, and TargetX, district staff have identified the need to extend the current agreement to maintain the current hourly billable consulting rates. ITS requests entering into amendment one to extend the current agreement for an additional two (2) years, from July 1, 2024 – June 30, 2026, and an increase of \$312,000 in anticipated usage, for a total contract value not-to-exceed \$587,000. Funds are budgeted within the ITS department budget.

**RECOMMENDATION**

Authorize the director of purchasing and material management to enter into amendment one with Experis US, Ltd. in accordance with the terms and conditions of CMAS Agreement #3-22-10-1028.



<b>Subject:</b>  <b>Approve Agreement Renewal with CliftonLarsonAllen, LLP for Internal Audit Services</b>	<b>Attachment:</b>  <a href="#"><u>Professional Services Agreement</u></a>
<b>Category:</b>  <b>Consent Items</b>	<b>Type of Board Consideration:</b> <div style="text-align: center;">   <b>Information      Consent      Action</b> </div>
<b>Institutional Goals:</b> <a href="#"><u>mcc_mission_statement.pdf (miracosta.edu)</u></a>	<b>Institutional Goal Supported:</b> <div style="text-align: center;">   <b>Goal 1      Goal 2      Goal 3      Goal 4</b> </div>
<b>Recommended:</b>  <hr/> <b>Tim Flood</b> <b>Assistant Superintendent/Vice President,</b> <b>Administrative Services</b>	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

CliftonLarsonAllen, LLP (CLA) has provided internal audit services for commercial warrants and other special audits per the direction of the assistant superintendent/vice president, administrative services since 2018. The chief operation officer is responsible for ensuring an internal audit function for a fiscally independent district. The district officially became fiscally independent from the San Diego County Office of Education on January 1, 2020, for commercial warrants and July 1, 2020, for payroll warrants. CLA serves as the district’s internal audit function reporting to the superintendent/president and provides semi-annual and annual executive internal audit assessment reports.

**STATUS**

Government Code Section 53060 “Special Services and Advice” states: “The legislative body of any public or municipal corporation or District may contract with and employ any persons for the furnishings to the corporation or district special services and advice in financial, economic, accounting engineering, legal or administrative matters if such persons are specially trained and experienced and competent to perform the special services required”.



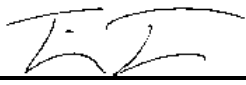
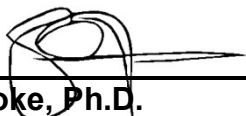
CliftonLarsonAllen’s professional hourly fees are as follows:

<u>Level</u>	<u>Rate</u>
Principals	\$380
Manager/Director	\$285
Seniors	\$205
Consultant/Associate	\$175

The renewal term requested is for a two (2) year term with the option to renew three (3) one-year (1) terms, for a maximum term not to exceed five (5) years. The expected annual cost with CLA is for a not to exceed \$50,000. Funds are budgeted in the superintendent/president's department.

## **RECOMMENDATION**

Authorize the assistant superintendent/vice president, administrative services to enter into a two (2) year term agreement with the option to renew three (3) one-year (1) terms, for a maximum term not-to-exceed five (5) years for \$50,000 per year.

<b>Subject:</b>  <b>Adopt Resolution No. 14-23/24: Declare the Futility of Public Bidding for Discounted Rideshare Services for the Remainder of the 2023/24 Fiscal Year</b>	<b>Attachment:</b>  <b>Resolution No. 14-23/24</b>
<b>Category:</b>  <b>Consent Items</b>	<b>Type of Board Consideration:</b> <div style="text-align: center;">   <b>Information          Consent          Action</b> </div>
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf">mcc_mission_statement.pdf</a> ( <a href="http://miracosta.edu">miracosta.edu</a> )	<b>Institutional Goal Supported:</b> <div style="text-align: center;">   <b>Goal 1          Goal 2          Goal 3          Goal 4</b> </div>
<b>Recommended:</b>  <hr/> <b>Tim Flood</b> <b>Assistant Superintendent/Vice President,</b> <b>Administrative Services</b>	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

The district has approved a program through its Campus Assessment, Resources, and Education Team to offer discounted transportation services to currently enrolled students through discounted rideshare services, a \$40 gas card, and/or a monthly bus pass (collectively referred to herein as the “Transportation Assistance Request Program”). The district contracted with Uber Technologies Inc. to provide discounted rideshare services for its enrolled students through a \$10 discount for up to two Uber rides per day, Monday through Saturday, for rides to or from a district campus as part of the Transportation Assistance Request Program.

The Transportation Assistance Request Program has been a success, as student participation has been outstanding. In mid-April 2024, the district anticipates student requests for services through the Transportation Assistance Request Program will exceed the statutory bid threshold amount of \$114,500 found in Public Contract Code section 20651, subdivision (a), as annually adjusted by the Board of Governors of the California Community Colleges.

To date, the Transportation Assistance Request Program total spend (July 2023 through March 2024) is \$108,523. The district currently anticipates demand through the remainder of the fiscal year (April, May, and June 2024) for the Transportation Assistance Request Program will equal approximately \$60,000. The district desires to award payments to Uber for discounted rideshare services in an amount that will ultimately cause its payments to Uber under the Transportation Assistance Request Program to exceed \$114,500 for fiscal year 2023/24, but that based on the circumstances, it is reasonable to make additional payments to Uber under the Transportation Assistance Request Program in order to meet anticipated

student demand for the remainder of the fiscal year without putting the services out to public bid.

If the district were required to solicit public bids to hire a discounted rideshare services provider for the remainder of the fiscal year, this would result in a major disruption in current students' transportation to and from the district for classes, as well as inefficiencies and coordination and communication problems for the district and its enrolled students who currently participate in the Uber discounted rideshare service program. Bidding the remaining discounted rideshare services for the remainder of the fiscal year will not produce an advantage to the district. In accordance with California law, it would be impractical, futile, disruptive, and unavailing to solicit public bids for the provision of discounted rideshare services under the Transportation Assistance Request Program for the remainder of the 2023/24 fiscal year.

## **STATUS**

Through adopting Resolution No 14-23/24 to declare the futility of public bidding, the district desires to continue contracting with Uber for the provision of discounted rideshare services as part of the Transportation Assistance Request Program through the remainder of fiscal year 2023/24, and to authorize that such services will exceed the limit of \$114,500 established in the Public Contract Code for the remainder of the fiscal year. Thus, the superintendent/president or designee shall be authorized to take all steps and perform all actions necessary to execute and implement this Resolution, including making additional payments to Uber to continue the Transportation Assistance Request Program for the remainder of the fiscal year in an amount up to \$60,000.

## **RECOMMENDATION**

Adopt Resolution No. 14-23/24: to declare the futility of public bidding for discounted rideshare services for the remainder of the 2023/24 fiscal year.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT  
RESOLUTION NO. 14-23/24 TO**

**DECLARE THE FUTILITY OF PUBLIC BIDDING FOR DISCOUNTED RIDESHARE SERVICES FOR  
THE REMAINDER OF THE 2023/24 FISCAL YEAR**

**WHEREAS**, the MiraCosta Community College District (“District”), has approved a program through its Campus Assessment, Resources, and Education Team to offer discounted transportation services to currently enrolled students through discounted rideshare services, a \$40 gas card, and/or a monthly bus pass (collectively referred to herein as the “Transportation Assistance Request Program”);

**WHEREAS**, Uber Technologies Inc., (“Uber”) is a permitted Transportation Network Company, regulated by the California Public Utilities Commission, that specializes in providing rideshare services consisting of prearranged transportation services for compensation using an online-enabled application or platform to connect drivers using their personal vehicles with passengers;

**WHEREAS**, the District contracted with Uber to provide discounted rideshare services for its enrolled students through a \$10 discount for up to two Uber rides per day, Monday through Saturday, for rides to or from a District campus as part of the Transportation Assistance Request Program;

**WHEREAS**, the Transportation Assistance Request Program has been a success as student participation has been outstanding. In mid-April 2024, the District anticipates student requests for services through the Transportation Assistance Request Program will exceed the statutory bid threshold amount of \$114,500;

**WHEREAS**, the District currently anticipates demand through the remainder of the fiscal year (April, May, and June 2024) for the Transportation Assistance Request Program will equal approximately \$60,000;

**WHEREAS**, Public Contract Code section 20651, subdivision (a), provides that a community college district is required to competitively bid any contract for services, except construction services, with a contract value that exceeds \$114,500, as annually adjusted by the Board of Governors of the California Community Colleges;

**WHEREAS**, to date, the Transportation Assistance Request Program total spend (July 2023 through March 2024) is \$108,523. The value of the additional demand for services through the Transportation Assistance Request Program during fiscal year 2023/24 will exceed the limits found in Public Contract Code section 20651, subdivision (a), as annually adjusted by the Board of Governors of the California Community Colleges;

**WHEREAS**, the District desires to award payments to Uber for discounted rideshare services in an amount that will ultimately cause its payments to Uber under the Transportation Assistance Request Program to exceed \$114,500 for fiscal year 2023/2024, but that based on the circumstances, it is reasonable to make additional payments to Uber under the Transportation Assistance Request Program in order to meet anticipated student demand for the remainder of the fiscal year without putting the services out to public bid;

**WHEREAS**, if the District were required to solicit public bids to hire a discounted rideshare services provider for the remainder of the fiscal year this would result in a major disruption in current students’ transportation to and from the District for classes, as well as inefficiencies

and coordination and communication problems for the District and its enrolled students who currently participate in the Uber discounted rideshare service program;

**WHEREAS**, bidding the remaining discounted rideshare services for the remainder of the fiscal year will not produce an advantage to the District;

**WHEREAS**, 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 . . . or it is practically impossible to obtain what is required and observe such forms, a statute requiring competitive bidding does not apply” (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694), and that public entities need not comply with competitive bidding processes where to do so would be impossible, impractical, futile, or undesirable and would cause additional delay and additional cost. (*Los Angeles Dredging Company v. City of Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631);



**WHEREAS**, based on the foregoing, it would be impractical, futile, disruptive, and unavailing to solicit public bids for the provision of discounted rideshare services under the Transportation Assistance Request Program for the remainder of the 2023/24 fiscal year;

**WHEREAS**, the District therefore desires to continue contracting with Uber for the provision of discounted rideshare services as part of the Transportation Assistance Request Program through the remainder of fiscal year 2023/24, and to authorize that such services will exceed the limit of \$114,500 established in the Public Contract Code for the remainder of the fiscal year.

**NOW THEREFORE**, the Board of Trustees of the MiraCosta Community College District hereby resolves, determines, and finds the following:

1. The foregoing recitals are true and correct;
2. For the reason stated above, public bidding for discounted rideshare services for the Transportation Assistance Request Program for the remainder of fiscal year 2023/2024 will disrupt current enrolled student transportation, is not in the best interest of the District, and will not produce any advantage to the District;
3. Based on the foregoing, it would be impractical, futile, disruptive, and unavailing to publicly bid the discounted rideshare services for the Transportation Assistance Request Program for the remainder of fiscal year 2023/2024;
4. That the District’s superintendent/president or designee is authorized to take all steps and perform all actions necessary to execute and implement this Resolution, including making additional payments to Uber to continue the Transportation Assistance Request Program for the remainder of the fiscal year in an amount up to \$60,000.



<b>Subject:</b> Ratify and Approve Contracts and Purchase Orders	<b>Attachment:</b> Contract and Purchase Order Ratification List
<b>Category:</b> Consent Items	<b>Type of Board Consideration:</b> Information <input checked="" type="checkbox"/> Consent      Action
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> Goal 1      Goal 2 <input checked="" type="checkbox"/> Goal 3      Goal 4
<b>Recommended:</b>  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

Board Policy 6330—Purchasing and Contracts requires, in part, that all contracts valued at more than the current bid level, as specified in Public Contract Code §20651 et seq. (calendar year 2024 = \$114,500.00), will be presented to the Board of Trustees for prior approval, but that contracts valued at less than the current Public Contract Code bid level may be presented to the board for ratification rather than prior to execution. All contracts ratified by the board shall be deemed to be fully executed district commitments and may not be subsequently cancelled, withheld, or amended, unless determined by the vice president, administrative services to be a legally unenforceable obligation.

The policy also requires that no matter what the expected dollar value of a contract for legal or public auditing services, such a contract will be presented to the board for prior approval, unless it is determined by the superintendent/president and the vice president, administrative services, that time is of the essence and that the district’s best interests are best served by issuing a contract on an immediate basis. Any such contract issued under these circumstances shall be brought forward to the board for formal approval at the next board meeting.

In accordance with Public Contract Code §22000 et seq. and Board Resolutions #13-10/11 and #14-10/11, the district may procure public works using the California Uniform Public Construction Cost Accounting Act (CUPCCAA) with a current bid limit of \$200,000 for construction.

**STATUS**

The Purchasing and Material Management Department has attached the latest monthly summary of the contracts and purchase orders for the board’s ratification and approval as a consent item.

**RECOMMENDATION**

Ratify and approve contracts and purchase orders, as listed in the attachment.



**Contract and Purchase Order Ratification List  
February 20, 2024 - March 24, 2024**

In accordance with Board Resolutions #13-10/11 and #14-10/11, the following public works transactions were procured in compliance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA) per PCC §220000 et seq.

**CUPCCAA POs from \$5,000 – \$200,000**

PO #	Vendor	Description	Amount
24000869	Frontier Fence Company Inc	4000 Auto Fence and Gate (Fac)	\$29,080.00
24001019	Maurice Gannon	Dmstic Pump and Electric Yard Flatwork (Fac)	\$24,950.00
24001014	Maurice Gannon	Lot 2B Drainage and Retaining Wall (Fac)	\$24,650.00
24000812	AO Reed & Co	8" Fire Main Cap and Removal (Fac)	\$20,244.42
24000873	Communication Wiring Specialists Inc	Installation of UPS (ITS)	\$19,170.00
24001007	Maurice Gannon	Lot 5A Curb Cut and Flatwork (Fac)	\$14,800.00
24001008	Maurice Gannon	4000 Auto Gate Track Pad and Prep (Fac)	\$6,500.00

In accordance with BP/AP 6340—Bids and Contracts, Emergency Repair Contracts Without Bid, the following transactions were procured when repairs or alternations are necessary to continue existing classes or to avoid danger of life or property.

**Emergency Repair Contracts Without Bid**

PO #	Vendor	Description	Amount
	No Entries This Period		

Per BP/AP 6330—Purchasing and Contracts, the following transactions were procured using various award methods. This may include soliciting at least three (3) competitive written quotes, pre-existing contracts, or negotiations to maximize the district's value.

**POs from \$25,000 - \$114,500**

PO #	Vendor	Description	Amount
24001069	Apple Computer Inc	Technology Equipment (ITS)	\$85,372.05
24001039	T.S. Enterprise Associates, Inc.	Training Equip (TCI)	\$80,678.04
24000927	Schools Excess Liability Fund (SELF)	Insurance (Risk)	\$79,207.46
24001097	Folsom Lake Ford	Police Vehicle (Pol)	\$60,069.50
24000765	Open Biopharma Training Institute, Inc.	Contract Services (Wrkfc Dev)	\$55,000.00
24001077	T and D Communications, Inc.	Wireless (ITS)	\$53,427.00
24000674	Turf Star Inc	Equipment (Fac)	\$52,238.71
24001013	Downtown Ford Sales	Vehicle (Fac)	\$43,480.64
24000668	Cart Mart Inc	Equipment (Fac)	\$34,806.52
24000874	Atlassian Pty Ltd	Software Maintenance (ITS)	\$33,775.00
24000908	Hi-Way Safety Inc	Equipment and Supplies (Fac)	\$33,017.65
24000994	Pearson Education	Books (ESL)	\$31,861.39
24000935	Follett Higher Education Group, LLC	Bookstore Vouchers (Fin Aid)	\$30,664.96
24000675	SMS Geotechnical Solutions Inc	Contract Services (Fac)	\$29,920.00
24000993	Southwest Offset Printing	Printing (TCI)	\$28,978.62
24000706	Workday Inc	Software Maintenance (Bus Serv)	\$28,800.00
24000798	Alliant Insurance Services, Inc.	Insurance (Risk)	\$26,909.00

Per BP/AP 6330—Purchasing and Contracts, the following transactions were procured using various award methods. This may include soliciting at least three (3) competitive informal quotes (e.g., telephone quotes), pre-existing contracts, or negotiation to provide maximum value to the district.

**POs from \$10,000 - \$24,999**

PO #	Vendor	Description	Amount
24000721	CarMax Auto Superstores, Inc.	Educational Vehicle (Auto)	\$23,956.81
24000678	CarMax Auto Superstores, Inc.	Educational Vehicle (Auto)	\$22,874.31
24000722	CarMax Auto Superstores, Inc.	Educational Vehicle (Auto)	\$22,252.95
24001108	Edstar, Inc.	Contract Services (Wrkfc Dev)	\$20,000.00
24000834	Uline	Equipment and Supplies (Auto)	\$19,993.74

24000943	Johnstone Supply	Equipment (CEWD)	\$15,854.86
24001110	OverDrive	Contract Services (Lib)	\$14,000.00
24000956	Lawnmowers Plus Inc	Equipment (Fac)	\$13,444.82
24000879	Carolina Biological Supply Co	Supplies (Chem)	\$13,092.54
24000638	Gideon Taylor Consulting LLC	Software Maintenance (St Sup)	\$11,300.00
24000742	Open Biopharma Training Institute, Inc.	Contract Services (Wrkfrc Dev)	\$11,200.00

Per BP/AP 6330—Purchasing and Contracts, the following transactions were procured using various award methods. This may include using pre-existing contracts or negotiation to provide maximum value to the district.

<b>POs from \$5,000 - \$9,999</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
24001111	PlanetBids Inc	Contract Services (Pur)	\$8,824.75
24001020	Edlvent, Inc.	Software Maintenance (Comm Ed)	\$8,680.00
24000885	Laila Biali	Performer (Mus)	\$8,602.15
24001006	Architects Gallegos & Eckle, Inc.	Architectural Services (Fac)	\$8,500.00
24000981	CCT Technologies Inc.	Software Maintenance (ITS)	\$8,400.00
24001106	PSI NEVADA BUSINESS TR	Background Services (Col Pol)	\$8,000.00
24000633	Mission Del Oro Homeowners	Services (Fac)	\$7,426.18
24000732	Joel Sellereit	Research Service (SWP)	\$7,000.00
24000766	San Diego ArtWorks LLC	Contract Services (Fndtn)	\$6,834.00
24000916	Amazon	Supplies (CEWD)	\$6,541.93
24000949	Waxie	Supplies (Fac)	\$6,523.85
24000710	Holiday Inn	Contract Services (IS)	\$6,039.04
24000754	CDW Government Inc	Software Maintenance (ITS)	\$5,856.47
24000964	Occupational Services, Inc.	Consulting (Risk Mgmt)	\$5,735.00
24000805	Waxie	Supplies (Fac)	\$5,650.54
24001098	The Pin Depot Network, LLC	Supplies (Pres)	\$5,430.37
24000829	Phi Theta Kappa Honor Society	Student Financial Aide (EOPS)	\$5,225.00
24000736	Monica U. Ellis-Blied	Contract Services (Hlth Svs)	\$5,000.00
24000881	San Diego Taxpayers Edu Foundation	Membership renewal (Pres)	\$5,000.00

In accordance with Public Contract Code Sections 20651, 20655, 20659, Education Code Section 81656, and Board Agenda Item VIII.L (12/9/15), the following transactions were entered into and approved by the vice president, administrative services.

<b>Change Orders</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
23002717	CBM Fundraising Services, LLC	Contract Services (Fndtn)	\$11,380.00
23002276	Kelly Spicers Inc	Supplies (Copy Ctr)	\$8,660.00
23002238	Home Depot	Supplies (Fac)	\$5,412.50

In accordance with Public Contract Code Sections 20651, 20655, 20659, Education Code Section 81656, and Board Agenda Item VIII.L (12/9/15), the following transactions were entered into and approved by the vice president, administrative services.

<b>Construction Contract Change Orders</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	No Entries This Period		

<b>Total Contract Expenditures: \$1,270,292.77</b>
<b>Ratify MCC purchase orders 24000632 through 24001119</b>

In accordance with BP/AP 6330—Purchasing and Contracts, and Public Contract Code Sections 20651 and 20662, the following were executed or amended as follows.

<b>MOUs / Grants / Instructional / Miscellaneous Agreements</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
24000040_SCON	Edstar, Inc.	Edstar Inc. NSF ExLENT Agreement	60,000.00
24000027_SCON	FCCC	Professional Services Agreement	36,300.00

24000036_SCON	EdIvent, Inc.	Accredible Connect Plan Agreement	17,360.00
24000019_SCON	Silverado Senior Living	Affiliation Agreement	0.00
24000052_SCON	Hyundai Motor America	Learning Management System (Auto)	0.00

In accordance with BP/AP 6330—Purchasing and Contracts, and Public Contract Code Sections 20651 and 20662, the following were executed or amended as follows.

<b>Facilities Use Agreements</b>			
<b>Contract #</b>	<b>Licensee</b>	<b>Description</b>	<b>Amount</b>
24000018_SCON	Kia McNeill	Brown Women's Soccer Clinics/KMP, LLC	683.10
24000026_SCON	Department of Industrial Relations	Training SoCal Labor Enfrcmnt Task Force	0.00
24000032_SCON	Army and Navy Academy	Use of athletic track	0.00
24000038_SCON	Fndtn Grossmont/Cuyamaca Colleges	DACUM Event	0.00
24000039_SCON	ESL Lab Inc.	CAL Ed Consulting, CAL Prep,CAL Edu.	374.55
24000048_SCON	The Rush Coffee LLC	Coffee Truck for Jazz Festival	0.00
24000049_SCON	Pete McAfee	Acai Bowl Truck for Jazz Festival	0.00

**20Capital Improvement Program Contract and Purchase Order Ratification List  
February 20, 2024 - March 24, 2024**

In accordance with Board Resolutions #13-10/11 and #14-10/11, the following public works transactions were procured in compliance with the California Uniform Public Construction Cost Accounting Act (CUPCAA) per PCC §220000 et seq.

**CUPCAA POs from \$5,000 – \$200,000**

<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	No Entries This Period		

Per BP/AP 6330—Purchasing and Contracts, the following transactions were procured using various award methods. This may include soliciting at least three (3) competitive written quotes, pre-existing contracts, or negotiations to maximize the district's value.

**POs Greater Than \$25,000**

<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
24001103	Landscape Forms, Inc.	04203 Outdoor Furniture for Swing Space at OCN	\$106,842.75
24000793	Spacesaver Intermountain	04216 Shelves and Lockers for Library OCN	\$67,438.52
24000867	Elite Relocation Services	04216 Library Moving OCN	\$54,190.78
24000794	Pathway Communications, Ltd	04216 Extron Certified AV Integrator Scope for Library Project OCN	\$50,676.75
24001116	Spacesaver Intermountain	04203 Shelving for Swing Space OCN	\$41,507.70
24001016	Advanced Environmental Group Inc	04205 Asbestos and Lead Building Survey OCN	\$25,635.00

Per BP/AP 6330—Purchasing and Contracts, the following transactions were procured using various award methods. This may include soliciting at least three (3) competitive informal quotes (e.g., telephone quotes), pre-existing contracts, or negotiation to provide maximum value to the district.

**POs from \$10,000 - \$24,999**

<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
24001104	Lowes	04201 Appliances for HWH OCN	\$23,077.53
24000850	Parron Hall Office Interiors	04216 Cable Management Troughs HWH OCN	\$20,361.98

Per BP/AP 6330—Purchasing and Contracts, the following transactions were procured using various award methods. This may include using pre-existing contracts or negotiation to provide maximum value to the district.

**POs from \$0 - \$9,999**

<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
24000787	Lowes	04216 Library Appliances	\$9,850.96
24001055	Aramark	04201 HWH Exterior Floor Mats OCN	\$7,361.00
24000725	Parron Hall Office Interiors	04216 Cable Management Troughs HWH OCN	\$6,875.76
24000866	Parron Hall Office Interiors	04216 Library Mail Sorter OCN	\$5,370.53
24001093	CDW Government Inc	04216 AV for Library OCN	\$5,358.38
24001095	CDW Government Inc	04216 Surge Protectors OCN	\$5,275.55
24000658	Parron Hall Office Interiors	04201 Cable Management Troughs HWH OCN	\$3,942.81
24001094	Bibliotheca LLC	04216 RFID Gate Reinstall at Library OCN	\$2,516.81
24000661	CDW Government Inc.	04201 Surge Protectors for HWH OCN	\$2,358.11
24000954	Pathway Communications, Ltd	04216 Goods Order Extron; Wall Plates OCN	\$2,077.96
24000953	Signs and Lucite Products Inc.	04207 Installation of signage for rooms OCN	\$1,963.07
24001092	Grainger	04216 Library Wire Shelving Unit OCN	\$888.32
24000660	State Water Resources Control Board	04202 Water Board Permit Fee-Chem Bio Project OC	\$596.36
24000659	State Water Resources Control Board	04203 Water Board Permit Fee for New Student Services OCN	\$590.12
24000952	Lowes	04204 Microwave for Gym OCN	\$483.59

In accordance with Public Contract Code Sections 20651, 20655, 20659, Education Code Section 81656, and Board Agenda Item VIII.L (12/9/15), the following transactions were entered into and approved by the vice president, administrative services.

<b>Change Orders</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
23003866	Elite Relocation Services	04201 Change Order 2 OCN	\$10,000.00
23004908	Spacesaver Intermountain	04216 Change Order 1 OCN	\$3,975.00

In accordance with Public Contract Code Sections 20651, 20655, 20659, Education Code Section 81656, and Board Agenda Item VIII.L (12/9/15), the following transactions were entered into and approved by the vice president, administrative services.

<b>Construction Contract Change Orders</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
23003643	Swinerton Builders	04203 Change Order 43 OCN	\$53,829.00
23003452	Balfour Beatty Construction LLC	04204 Change Order 32 OCN	\$40,753.91
23003446	Balfour Beatty Construction LLC	04201 Change Order 32 OCN	\$23,514.00

In accordance with Government Code Sections 4526, 4527, and 53060; and Education Code Sections 81655 and 81656, applicable district policies regarding professional service procurements; and Board Agenda Item IX.I (10/19/17); and other applicable laws, the following transactions were entered into and approved by the vice president, administrative services. The total approved funding authority under MM-17-001 is \$35,593,000.

<b>MM-17-002 – Geotechnical Engineering Task Orders</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
	No Entries This Period		

<b>MM-17-002 – Geotechnical Engineering Task Change Orders</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
	No Entries This Period		

In accordance with Government Code Sections 4526, 4527, and 53060; and Education Code Sections 81655 and 81656, applicable district policies regarding professional service procurements; and Board Agenda Item IX.K (10/19/17); and other applicable law, the following transactions were entered into and approved by the vice president, administrative services. The total approved funding authority under MM-17-001 is \$1,200,000.

<b>MM-17-003 – Civil Engineering Task Orders</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
	No Entries This Period		

<b>MM-17-003 – Civil Engineering Task Change Orders</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
	No Entries This Period		

In accordance with Government Code Sections 4526, 4527, and 53060; and Education Code Sections 81655 and 81656, applicable district policies regarding professional service procurements; and Board Agenda Item VIII.K (06/13/19); and other applicable law, the following transactions were entered into and approved by the vice president, administrative services. The total approved funding authority under MM-19-012 is \$2,252,892.

<b>MM-17-012 – Commissioning Services Task Orders</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
	No Entries This Period		

<b>MM-17-012 – Commissioning Services Task Change Orders</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
	No Entries This Period		

In accordance with Government Code Sections 4526, 4527, and 53060; and Education Code Sections 81655 and 81656, applicable district policies regarding professional service procurements; and Board Agenda Item VIII.L (06/13/19); and other applicable law, the following transactions were entered into and approved by the vice president, administrative services. The total approved funding authority under MM-19-013 is \$6,663,954.

<b>MM-19-013 – Inspector of Record Task Orders</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
	No Entries This Period		




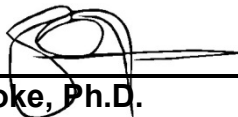
<b>MM-19-013 – Inspector of Record Task Change Orders</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
	No Entries This Period		

In accordance with Government Code Sections 4526, 4527, and 53060; and Education Code Sections 81655 and 81656, applicable district policies regarding professional service procurements; and Board Agenda Item VIII.M (06/13/19); and other applicable law, the following transactions were entered into and approved by the vice president, administrative services. The total approved funding authority under MM-19-014 is \$6,193,914.

<b>MM-19-014 – Special Inspection Task Orders</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
	No Entries This Period		

<b>MM-19-014 – Special Inspection Task Change Orders</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
	No Entries This Period		

<b>Total Contract Expenditures: \$577,312.25</b>			
<b>Ratify purchase orders — 24000658-24000661, 24000725, 24000787, 24000793-24000794, 24000850, 24000866-24000867, 24000952-24000954, 24001016, 24001055, 24001092 – 240001095, 24001103-24001104, 24001116</b>			
<b>Ratify purchase orders (Task Orders) — N/A</b>			
<b>Ratify purchase orders (Contracts) — N/A</b>			

<p><b>Subject:</b></p> <p><b>Approve Resolution No. 15-23/24: Adopt Sole Source Exception Findings Related to ChargePoint Electric Vehicle Charging Stations and Commercial Network Service Plan</b></p>	<p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>• Resolution No 15-23/24</li> <li>• Exhibit A Sole Source Facility Justification Transmittal</li> <li>• Exhibit B Sole Source Architect/Engineering Justification Summary Reports)</li> <li>• Exhibit C Legal Report and Recommendations</li> </ul>
<p><b>Category:</b></p> <p><b>Action Item</b></p>	<p><b>Type of Board Consideration:</b></p> <p>Information          Consent          <b>Action</b> </p>
<p><b>Institutional Goals:</b></p> <p><a href="http://mcc_mission_statement.pdf">mcc_mission_statement.pdf</a> (miracosta.edu)</p>	<p><b>Institutional Goal Supported:</b></p> <p>Goal 1          Goal 2          <b>Goal 3</b>           Goal 4</p>
<p><b>Recommended:</b></p>  <hr/> <p><b>Tim Flood</b> Assistant Superintendent/Vice President, Administrative Services</p>	<p><b>Approved for Consideration:</b></p>  <hr/> <p><b>Sunita V. Cooke, Ph.D.</b> Superintendent/President</p>

**BACKGROUND**

District staff and Kitchell CEM, Inc., the Program Manager, request the board to make findings and approve a sole source exception for ChargePoint Electric Vehicle Charging Station and Commercial Network Service Plan. It has been determined and concluded that the proposed items meet the requirements and statutes.

**STATUS**

District staff and Kitchell CEM, Inc. have evaluated the attached item as an exception as permitted by Public Contract Code section 3400 (c) (2) as described and identified herein below. Exhibit A submitted herewith is district staff and the Program Management Office’s (“PMO”) “Sole Source Facility Justification Transmittal” containing district staff and the PMO’s reports and recommendations for the proposed item.

HMC Architects (“HMC”) has reviewed the attached item identified by district staff and the PMO (Exhibit A hereto) and has submitted herewith, as Exhibit B, a sole source architect/engineering justification summary transmittal summarizing its findings for the proposed item addressed in this agenda item and proposed resolution.

District staff, the PMO, HMC, and outside legal counsel, Cauvel & Dacey, P.C., have evaluated the item against the following factors:



- (i) what particular materials, products, things, systems, or services are currently in use or being placed in use throughout the district;
- (ii) where in the district the existing particular material, product, thing, system, or service is currently in use or being placed in use throughout the district;
- (iii) how long it has been in use and the district's dependency/reliance on it;
- (iv) whether there have been any significant operational and/or maintenance issues;
- (v) the current life/longevity of the existing particular material, product, thing, system, or service;
- (vi) the need to have a totally integrated/compatible particular material, product, thing, system, or service;
- (vii) security, safety and related reason concerns;
- (viii) where the new particular material, product, thing, system, or service will be installed; and
- (ix) what negative resulting consequences (cost, maintenance, safety, security, or otherwise) are likely to occur if different materials, products, things, systems, or services are put in place.

The item is listed below:

#	Proposed Item and Manufacturer	Exception Under PCC Section 3400
1.	ChargePoint Electric Vehicle Charging Station and Commercial Network Service Plan	PCC section 3400 (c) (2)

The item is being proposed for use on all applicable future Measure MM projects, and all projects district-wide, regardless of funding line(s).

Outside legal counsel for the district, Cauvel & Dacey, P.C., has reviewed and evaluated the item, Exhibit A and Exhibit B, and measured the contents thereof against the foregoing factors and the requirements of Public Contract Code section 3400, and the exception found within Public Contract Code section 3400 (c). Cauvel & Dacey, P.C. has concluded that this item meets the requirement of the aforesaid statute as set forth in the Legal Memorandum submitted herewith as Exhibit C.

**RECOMMENDATION**

1. Adopt Sole Source Exception Findings specified in Exhibit A and Exhibit B; and
2. Approve Resolution No. 15-23/24 set forth below.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT  
RESOLUTION NO. 15-23/24 TO  
ADOPT SOLE SOURCE EXCEPTION FINDINGS RELATED TO CHARGE POINT ELECTRIC  
VEHICLE CHARGING STATION AND COMMERCIAL NETWORK SERVICE PLAN**

**WHEREAS**, the Board of Trustees of the MiraCosta Community College District (“District”) has been requested to make a finding and approve as an exception, pursuant to Public Contract Code Section 3400 (c) (2), one (1) item as further identified hereinbelow for Measure MM projects, and all other projects district-wide, regardless of funding line(s);

**WHEREAS**, Public Contract Code section 3400 provides, in pertinent part, that:

“(a) The Legislature finds and declares that it is the intent of this section to encourage contractors and manufacturers to develop and implement new and ingenious materials, products, and services that function as well, in all essential respects, as materials, products, and services that are required by a contract, but at a lower cost to taxpayers.

(b) No agency of the state, nor any political subdivision, municipal corporation, or district, nor any public officer or person charged with the letting of contracts for the construction, alteration, or repair of public works, shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words “or equal” so that bidders may furnish any equal material, product, thing, or service. In applying this section, the specifying agency shall, if aware of an equal product manufactured in this state, name that product in the specification. Specifications shall provide a period of time prior to or after, or prior to and after, the award of the contract for submission of data substantiating a request for a substitution of “an equal” item. If no time period is specified, data may be submitted any time within 35 days after the award of the contract.

(c) Subdivision (b) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

.....

*(2) In order to match other products in use on a particular public improvement either completed or in the course of completion.” (emphasis added);*

**WHEREAS**, District staff and the Program Management Office (“PMO”) have evaluated the potential exception as permitted by the above referenced statute as described in Exhibit A (“Sole Source Facility Justification Transmittals”) submitted to the board with this Resolution;

**WHEREAS**, HMC Architects has reviewed Exhibit A and has submitted to the board with this Resolution a sole source architect/engineering justification summary report transmittal (Exhibit B) concurring with the findings and recommendations made by district staff and the PMO;

**WHEREAS**, outside legal counsel for the district, Cauvel & Dacey, P.C., has reviewed and evaluated: the proposed item; Exhibit A; and Exhibit B; and measured the contents thereof against the requirements of the applicable statute for the suggested exception and has determined that the proposed item meets the requirements of the aforesaid statute as set forth in the Legal Memorandum submitted with this Resolution (Exhibit C);

**WHEREAS**, the proposed item, and corresponding exception, are identified as:

#	Proposed Item and Manufacturer	Exception Under PCC Section 3400
1.	ChargePoint Electric Vehicle Charging Station and Commercial Network Service Plan	PCC section 3400 (c) (2)

**WHEREAS**, applicable law requires the board to make certain findings under Public Contract Code section 3400 to use the exceptions found therein;

**NOW THEREFORE BE IT RESOLVED THAT:**

1. The board has considered: (i) the proposed item; (ii) the factual findings and recommendations of district staff and the Program Management Office regarding the proposed item identified above and as set forth in Exhibit A; (iii) the statements and recommendations of HMC Architects as set forth in Exhibit B; and (iv) the Legal Memorandum of outside legal counsel (Exhibit C), and hereby adopts the findings and conclusions in all of the foregoing as the board’s own findings and conclusions;
2. The board accepts and approves the recommendations submitted by district staff, the PMO; HMC Architects; and outside legal counsel;
3. The board finds and approves, as an exception pursuant to Public Contract Code Section 3400 (c) (2), as stated above, the item identified herein above and its subsequent and/or replacement: model, part number, or system from the specified manufacturer, for use in the district’s Measure MM projects, and for all projects district-wide, regardless of funding line(s); and
4. The board directs district staff and the PMO to include a copy of this Resolution in all future procurement Notices Inviting Bids and/or Requests for Proposals that will involve said item for district Measure MM projects, and for all projects district-wide.





Exhibit A  
SOLE SOURCE FACILITY JUSTIFICATION  
TRANSMITTAL

Public Contract Code section 3400 provides, in pertinent part, that:

“(a) The Legislature finds and declares that it is the intent of this section to encourage contractors and manufacturers to develop and implement new and ingenious materials, products, and services that function as well, in all essential respects, as materials, products, and services that are required by a contract, but at a lower cost to taxpayers.

(b) No agency of the state, nor any political subdivision, municipal corporation, or district, nor any public officer or person charged with the letting of contracts for the construction, alteration, or repair of public works, shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words “or equal” so that bidders may furnish any equal material, product, thing, or service. In applying this section, the specifying agency shall, if aware of an equal product manufactured in this state, name that product in the specification. Specifications shall provide a period of time prior to or after, or prior to and after, the award of the contract for submission of data substantiating a request for a substitution of “an equal” item. If no time period is specified, data may be submitted any time within 35 days after the award of the contract.

(c) Subdivision (b) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

(2) In order to match other products in use on a particular public improvement either completed or in the course of completion.”

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**ChargePoint Electric Vehicle Chargers**

This is a sole source procurement because:

- This is a sole provider of a licensed, copyrighted or patented good or service.
- X This is a sole provider of items compatible with existing equipment or systems.
- X This is a sole provider of factory-authorized warranty service.
- This is a sole provider of goods or services that perform a unique function in order to meet the specialized needs of the District. Please provide specific detail below.

The District currently utilizes ChargePoint Electric Vehicle Chargers at the San Elijo campus and wants to establish consistency and match system functionality between Campus facilities District-wide.

- ✓ There are overriding circumstances upon which the Board can find that the exception found in Public Contract Code section 3400 (c) (2) applies to the identified product(s). Please provide specific detail below as to what those circumstances are, and why this sole source procurement would be in the best interest of the District.

The District has standardized on ChargePoint Electric Vehicle Chargers at the San Elijo campus. The unique circumstances below present overriding circumstances which would negate the use of other electric vehicle charging systems at other District campuses:

- Consistent electric vehicle charging stations throughout all three (3) campuses
- Consistent electric vehicle charging station software and centralized management throughout all three (3) campuses
- Provides ability to match products in use and standardization
- Consistency in durability, stability, quality
- Efficiency in product replacement and maintenance

**What steps were taken to verify that these goods or services are not available elsewhere?**

Historical use and experience reflect best use for District wide facilities needs. The District’s Program Management Office (“PMO”) verified that ChargePoint is the sole manufacturer of the District’s electric vehicle charging stations currently in use at the San Elijo campus and that Lane Valente is the exclusive provider of ChargePoint electrical vehicle charging stations, as well as the service and maintenance required to support ChargePoint electric vehicle charging stations.

**This is a restricted brand or trade name, and no substitutions are allowed because:**

- ✓ The requested product is an integral repair part or accessory compatible with existing equipment or systems.

Existing Equipment/System:	ChargePoint Electric Vehicle Chargers
Manufacturer/Model Number:	CT4021-GW1 Dual 208/240-30A Pedestal Gateway
	CT4011-GW1 Single Output Gateway
	CT4000-ASSURE1 ChargePoint Assure
	CPCDP-COMMERCIAL-1 ChargePoint Commercial Network Service Plan

- ✓ The District has standardized on the requested product, and use of another brand/model would require considerable time and funding to evaluate or implement. Please provide additional detail below.

The District has standardized on ChargePoint Electric Vehicle Chargers on the San Elijo campus for consistency in product use and maintenance.

**Supplier or Contractor Information:**

Lane Valente Industries  
 98 Maple Avenue  
 Smithtown, NY 11787


**RECOMMENDATION**

Sufficient evidence has been provided upon which the Board can find that the exception found in Public Contract Code section 3400 (c) (2) applies to the identified product and service. Approve a finding to authorize use of the above stated exception for ChargePoint Electric Vehicle Chargers and ChargePoint Commercial Network Service Plan for all the projects in the MM program and all other District projects regardless of the funding lines. Require that said finding be included in all pertinent bid/proposal documents for those projects where such product and service will be used.

**SIGNATURE:**

  
Tom Macias (Mar 27, 2024 19:06 PDT)  
\_\_\_\_\_  
**Tom Macias, Facilities Director**

Mar 27, 2024  
**Date**

  
Ed Dajani (Mar 27, 2024 14:19 PDT)  
\_\_\_\_\_  
**Ed Dajani, PMO Director**

Mar 27, 2024  
**Date**











# EV Chargers for Sole Source Board Docket

Final Audit Report

2024-03-28

Created:	2024-03-27
By:	Brooke Baldwin (bbaldwin@miracosta.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKedOKCI_6KGzzt4NO2hTSx5CsGld13T

## "EV Chargers for Sole Source Board Docket" History

-  Document created by Brooke Baldwin (bbaldwin@miracosta.edu)  
2024-03-27 - 9:03:57 PM GMT
-  Document emailed to Ed Dajani (edajani@miracosta.edu) for signature  
2024-03-27 - 9:07:25 PM GMT
-  Email viewed by Ed Dajani (edajani@miracosta.edu)  
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-  Document e-signed by Tom Macias (tmacias@miracosta.edu)  
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-  Agreement completed.  
2024-03-28 - 2:06:01 AM GMT



Adobe Acrobat Sign

From: HMC Architects  
Date: March 20, 2024  
Re: EV Parking Charge Points

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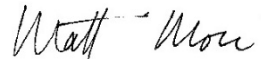
To Whom It May Concern,

Within the Design & Construction Standards MiraCosta CCD has identified or designed various proprietary systems or products that meet specific District performance requirements, allow for seamless integration into existing systems, provide ease of maintenance, and afford a lower total cost of ownership. In these instances, the District is requesting that these systems and products shall be provided without substitution.

Our experience working with other Colleges and Universities shows that single sources for some materials, products, equipment, and systems is a common approach to achieving best value. Standardization is desirable for long-term maintenance considerations. It promotes prompt and satisfactory upkeep of facilities and reduces the costs of repair and replacement.

We have reviewed the facility justification transmittal for the above-referenced item and believe that the District's sole-sourcing of this specification section meets the requirements for the District's benefit as described above.

Sincerely,



Matt Mori  
Senior Project Manager  
HMC Architects

**Legal Memorandum**  
**Sole Source Exception in Public Contract Code Section 3400 (c) (2)**

To: MiraCosta Community College District (“District”) Board of Trustees (“Board”)  
Sunita Cooke, District President/Superintendent  
Tim Flood, District Assistant Superintendent/Vice President, Administrative  
Services  
Tom Macias, District Director of Facilities

From: Kelly Cauvel, Esq., Cauvel & Dacey, P.C.

Date: March 26, 2024

Re: Board Adoption of Statutory Exceptions within Public Contract Code Section  
3400 for Measure MM and other Construction Projects – April 18, 2024 Board  
Meeting

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**I. INTRODUCTION & OVERVIEW**

District Staff (“Staff”) and the Program Management Office (“PMO”) have identified an item that Staff and the PMO believe the District should not accept an “or equal” (e.g., substituted material, product, service and/or system) from bidders and/or proposers on projects as it is not in the District’s and taxpayer’s best interests to do so.

Public Contract Code (“PCC”) 3400 permits the Board to require such materials, products, services and/or systems to be used, without substitution, on its construction projects: (i) under certain circumstances; (ii) if certain requirements are met; and (iii) if the Board makes certain findings and gives certain directions to Staff.

This Memorandum addresses: (i) the item proposed; (ii) Staff and the PMO’s Report “Sole Source Facility Justification Transmittal” attached as Exhibit A to the Board Item; (iii) HMC Architects’ (Consultant) sole source architect/engineering justification summary report transmittal attached as Exhibit B to the Board Item; and (iv) the requirements of PCC section 3400. This Memorandum also provides the Board with an overview of the item and my opinions thereon for the Board’s consideration.

I have concluded that the proposed item meets the requirements for a recognized statutory exception found in PCC section 3400 (c) (2).

**II. THE APPLICABLE LAW**

**A. Context**

Before getting to the dispositive points raised in this Memorandum and options presented, two overriding points should be made first for context:

**Exhibit C**

1

**Legal Memorandum**  
**Sole Source Exception in Public Contract Code Section 3400 (c) (2)**

1. This Memorandum addresses permissible decisions that the Board can make as the Legislature has granted this Board (and other similar governing bodies) with discretion regarding their construction projects; and
2. nothing being asked of the Board affects the concepts of “competitive bidding” and/or receiving “competitive proposals” for the District’s Measure MM construction projects or other District projects.

**B. Legislative Rationale**

As you will see from the statutory text and the opinions submitted for Board review by the PMO, District Staff, and myself, the Legislature has determined that Local Public Agencies (such as the District) are in the best position to determine what is best (within certain parameters) for each Local Public Agency’s construction projects on certain matters (i.e., the Legislature has vested certain discretion in the Local Public Agencies). The issues presented here fall within that discretion.

**C. The Applicable Law**

**1. PCC section 3400**

PCC section 3400 reads in its pertinent part as follows:

**“3400.**

*(a) The Legislature finds and declares that it is the intent of this section to encourage contractors and manufacturers to develop and implement new and ingenious materials, products, and services that function as well, in all essential respects, as materials, products, and services that are required by a contract, but at a lower cost to taxpayers.*

*(b) No agency of the state, nor any political subdivision, municipal corporation, or district, nor any public officer or person charged with the letting of contracts for the construction, alteration, or repair of public works, shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words “or equal” so that bidders may furnish any equal material, product, thing, or service. In applying this section, the specifying agency shall, if aware of an equal product manufactured in this state, name that product in the specification. Specifications shall provide a period of time prior to or after, or prior to and after, the award of the contract for submission of data substantiating a request for a substitution of “an equal” item. If no time period is specified, data may be submitted any time within 35 days after the award of the contract.*

*(c) Subdivision (b) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material,*

**Legal Memorandum**  
**Sole Source Exception in Public Contract Code Section 3400 (c) (2)**

*product, thing, or service is designated by specific brand or trade name for any of the following purposes:*

*(2) In order to match other products in use on a particular public improvement either completed or in the course of completion.*

*(Amended by Stats. 2009, Ch. 132, Sec. 1. (AB 1086) Effective January 1, 2010.)”*

(underlining and yellow highlighting added by me for ease of reference)

**2. The “Prohibitions” and “Exceptions”**

The “Prohibitions” are set forth in PCC section 3400 (b). A Local Public Agency cannot draft specifications: (i) so that only one company can get the job; or (ii) specify only one product, material, thing, or service without listing the words “or equal” in the specifications. The purpose behind these Prohibitions is to achieve the goals of the PCC, including avoiding “favoritism, fraud, and/or corruption” in public contracting as prohibited by PCC section 100 (d). The Prohibition language is underlined above by me in the quoted statutory text.

However, the Legislature has also recognized that certain exceptions to the language in PCC section 3400 (b) can be appropriate, because they are in the best interest of the District and the public (read: taxpayer dollars). There are the four statutory exceptions set forth in PCC section 3400 (c).

In the matters before this Board, one of the four recognized statutory exceptions is being considered. That is the statutory exception set forth in PCC section 3400 (c) (2) highlighted in yellow above in the quoted statutory text.

And as also highlighted above in yellow, the introductory text to subsection 3400 (c) states:

*“(c) Subdivision (b) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:”*

That purpose here is:

*“(c) (2) In order to match other products in use on a particular public improvement either completed or in the course of completion.”*

**Legal Memorandum**

**Sole Source Exception in Public Contract Code Section 3400 (c) (2)**

**III. STAFF AND PMO (AND OTHERS) EFFORTS TO ASSESS AND EVALUATE CERTAIN PRODUCTS, SYSTEMS, MATERIALS AND THINGS UNDER PCC SECTION 3400 AND EXCEPTIONS THERETO**

Since passage of Measure MM, Staff, the PMO and others have been evaluating the impacts of the anticipated Measure MM projects on the District, including without limitation, existing products, systems, services, materials, things, etc., in use within the District as a whole. The effort began shortly after passage of Measure MM and has included numerous persons and entities regarding the future Measure MM projects, as well as other District projects.

In my capacity as outside legal counsel for the District, I have had numerous meetings, provided guidance on the requirements for PCC section 3400 exceptions, questioned Staff, the PMO and others, and consistently asked for justification on any proposed item being presented as an exception within the ambit of PCC section 3400.

As the underlying information and justifications were developed by Staff and the PMO, they were then presented to Consultant for their review and evaluation. The ultimate evaluation and findings resulted in the Board Item being presented on April 18, 2024.

**IV. LEGAL COUNSEL’S EVALUATION OF STAFF, PMO’S AND CONSULTANT’S EVALUATIONS AND RECOMMENDATIONS ON PROPOSED EXCEPTIONS UNDER PCC SECTION 3400**

The proposed item is set forth below. This is the same item that appears in the proposed Board Item and Resolution before the Board.

#	Proposed Item and Manufacturer	Exception under PCC section 3400
1.	ChargePoint Electric Vehicle Charging Station and Commercial Network Service Plan	PCC section 3400 (c) (2)

Staff and the PMO have each evaluated the potential item and prepared, with my assistance, the proposed Board Item pertaining to the proposed item and the requested findings to determine if the exceptions found in PCC sections 3400 (c) (2) apply. Staff and the PMO have also prepared Exhibit A (“Sole Source Facility Justification Transmittals”) setting forth the reasons and findings of Staff and the PMO and justifying why the exceptions to PCC 3400 (b) are being requested and recommended. I have reviewed the written Board Item and Exhibit A.

Consultant has reviewed the written Board Item and Exhibit A and concurs in the Staff and PMO findings and recommendations. Consultant issued its sole source architect/engineering justification summary report transmittal for the item which is identified as Exhibit B. I have reviewed Exhibit B as well from a legal basis.



## **Legal Memorandum**

### **Sole Source Exception in Public Contract Code Section 3400 (c) (2)**

As stated in PCC section 3400 (c) above, the restriction on specifying a single product, thing, service, system, or material "is not applicable if the awarding authority, or its designee, makes a finding that is described in the Invitation For Bids or in a Request For Proposals that a particular material, product, thing, system, or service is designated by a specific brand or trade name for the following purpose: "In order to match other products in use on a particular public improvement either completed or in the course of completion."

Factors that should be looked at to come within this exception include: (i) what particular materials, products, things, systems, or services are currently in use or being placed in use throughout the District; (ii) where in the District the existing particular materials, products, things, systems, or services are currently in use or being placed in use throughout the District; (iii) how long they have been in use and the District's dependency/reliance on them; (iv) whether there have been any significant operational and/or maintenance issues; (v) the current life/longevity of the existing particular materials, products, things, systems, or services; (vi) the need to have a totally integrated/compatible particular material, product, thing, system, or service; (vii) security, safety and related reason concerns; (viii) where the new particular materials, products, things, systems, or services will be installed; and (ix) what negative resulting consequences (cost, maintenance, safety, security, or otherwise) are likely to occur if different materials, products, things, systems, or services are put in place.

For example, a product can be specified for a project when the owner wants the existing HVAC control system, lock system, irrigation system; fire alarm system, telecommunications system, etc., etc., to be compatible with the new system to be installed.

#### **V. LEGAL COUNSEL'S CONCLUSIONS AND RECOMMENDATIONS**

I have evaluated Exhibit A and Exhibit B, and communicated with District Staff regarding the efficacy of such item, including but not limited to the need for a seamless and efficient overall system regarding replacement parts, warranty consistency, and effective knowledge and use by District students, faculty and staff; all of which have been measured against the contents and requirements of the applicable statutes for the suggested exception, and have determined and concluded that the proposed item, and subsequent iterations thereof, meet the requirements on the aforesaid statutes.

The Board, therefore, has the discretion, as provided by the Legislature, to make the requested findings and conclusions as set forth in the proposed Board Item and Resolution.

If the Board concurs, the Board should do the following:


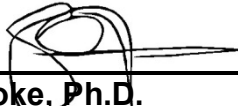
1. Adopt the findings of Staff, the PMO, HMC Architects, and legal counsel, as presented in the Board Item, Exhibit A, Exhibit B, and this Exhibit C, as the Board's own findings and conclusions; and

**Legal Memorandum**  
**Sole Source Exception in Public Contract Code Section 3400 (c) (2)**

2. Direct Staff and the PMO to include a copy of the Resolution in all Notices Inviting Bids and/or in all Requests for Proposals for all Measure MM projects, and all projects District-wide, regardless of funding line(s).

**[End of Memorandum]**



<b>Subject:</b>  <b>Approve Contract of Employment for the Chief Inclusion, Diversity, Equity, Accessibility Officer</b>	<b>Attachment:</b>  <b>Employment Contract</b>
<b>Category:</b>  <b>Action Items</b>	<b>Type of Board Consideration:</b>  <b>Information          Consent          Action</b>
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b>  <b>Goal 1          Goal 2          Goal 3          Goal 4</b>
<b>Recommended:</b>   <hr/> <b>Charlie Ng</b> <b>Assistant Superintendent/Vice President,</b> <b>Human Resources</b>	<b>Approved for Consideration:</b>   <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

Board Policy 7140 – Collegial Negotiation and Collective Bargaining specifies the process for negotiation of employment contracts for vice presidents.

**STATUS**

After a competitive search and a recommendation by the search committee and the superintendent/president, Wendy Stewart is recommended to serve as the Chief Inclusion, Diversity, Equity, Accessibility Officer effective March 28, 2024. The annual salary will be \$226,093, full time, step 6 on the 2023/24 associate vice president salary schedule. Her qualifications include:

- Doctor of Education, University of Southern California
- Master of Science, Counseling, San Diego State University
- Bachelor of Arts, Literature/Writing, University of California, San Diego

Wendy Stewart has been serving as the Interim Chief Inclusion, Diversity, Equity, Accessibility Officer at MiraCosta College since November 11, 2022. Prior to that, Wendy served as the Dean of Counseling and Student Development also at MiraCosta College for 11 years. She has also served in various academic and leadership positions at several California colleges and universities.

**RECOMMENDATION**

Approve Contract of Employment for the Chief Inclusion, Diversity, Equity, Accessibility Officer, as stated.

## **MIRACOSTA COMMUNITY COLLEGE DISTRICT ADMINISTRATOR EMPLOYMENT AGREEMENT**

This agreement (“Agreement”) is made March 28, 2024, by and between the MiraCosta Community College District (“District”) in San Diego County, California, and Dr. Wendy Stewart, Chief Inclusion, Diversity, Equity, Accessibility Officer, Office of the President (“Administrator”).

### **1.0 DUTIES**

The Administrator agrees to be and act as Chief Inclusion, Diversity, Equity, Accessibility Officer, Office of the President, of MiraCosta College, performing duties specified in the position description adopted by the Board of Trustees for this position.

### **2.0 TERM**

This Agreement is for a one-year term commencing on March 28, 2024, and ending on March 27, 2025. Upon the recommendation of the Superintendent/President, the Board of Trustees may renew this Agreement in accordance with board policy provided that the employee's most recent performance evaluation has been “satisfactory.”

### **3.0 SALARY**

The Administrator shall be paid according to Associate Vice President Range, step 6, \$226,093 annually on the 2023–2024 Vice President and Associate Vice President Salary Schedule. The salary will be paid according to District’s customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

If the Administrator works for less than a full fiscal year, the initial or final checks will be adjusted for the number of contract days actually worked. For this purpose only, the daily rate is calculated by dividing the annual salary by the number of contract days. It is further the express understanding of the parties that the Board of Trustees reserves the right to modify at any time the existing policy as it relates to compensation of the Administrator provided that the Administrator's actual compensation shall not be reduced absent mutual agreement.

The Administrator’s placement on the Vice President and Associate Vice President Salary Schedule shall increase by one-step each succeeding July 1, up to the maximum step on the salary schedule, upon the condition that the Administrator’s most recent evaluation is satisfactory and the Administrator has served in the assignment for at least seventy-five percent (75%) of the preceding year.

### **4.0 HEALTH-AND-WELFARE BENEFITS**

The District agrees to provide the Administrator an annual health-and-welfare benefit package identical to that provided all other faculty and administrative personnel in the District.

## **5.0 RETIREMENT BENEFITS**

Administrator shall be eligible to participate in the health-and-welfare benefits for early retirees upon meeting all of the requirements thereof.

- 5.1 To be eligible for the health and welfare benefit program described in this section, the Administrator must retire from the District, have reached age fifty-five (55) by June 30 of the fiscal year in which their retirement is effective, and have completed ten (10) years of service as a Vice President with the District.
- 5.2 The District will provide health and welfare coverage for the retired Administrator and any eligible dependents at the same level and on the same basis as that of an active Administrator (with the exception of disability and accident insurance) from the age of retirement from the District until the retiree reaches age sixty-five (65). Once eligible, the Administrator is assured of program continuation until age sixty-five (65), full length of the program, or death, whichever occurs first. At the age of sixty-five (65), the retired Administrator will transition to the "Post 65" Benefit Program.
- 5.3 The Post 65 Benefits Program provides for the reimbursement of healthcare premiums and/or Medicare supplement payments for the retired Administrator and their spouse/domestic partner. The retired Administrator and their spouse/domestic partner will be eligible to receive a healthcare premium reimbursement not to exceed \$5,000 each for the retiree and their spouse until the retiree dies.

## **6.0 SABBATICAL**

6.1 Requirements: The Administrator shall submit a request for sabbatical leave to the Superintendent/President. The Superintendent/President may make a recommendation to the Board of Trustees based on a satisfactory means of covering the Administrator's assignment during the period of leave and availability of funds. Approval of sabbatical leave is within the discretion of the Board of Trustees. The sabbatical leave may be for one or more of the following: travel, study, research, or writing.

6.2 Eligibility: As a condition precedent to the submission of a request for sabbatical leave, the Administrator shall meet the following criteria:

- a. Shall have rendered at least six (6) consecutive years of service in the position of Vice President for the District preceding the granting of leave. Not more than one such leave shall be granted in each six (6) year period. (Ed. Code Section 87768).
- b. Shall agree to render service to the District equal to twice the period of leave upon return from sabbatical leave. (Ed. Code Section 87770).

- c. Shall furnish a suitable bond to the Governing Board upon approval of a sabbatical leave application. (Ed. Code Section 87770).

6.3 Compensation: Compensation during sabbatical leave approved by the Board of Trustees for up to 17 weeks shall be at full salary compensation.

- a. Sabbatical leave shall count toward retirement (full benefits for up to 17 weeks).
- b. Upon return to regular service, salary shall be that of the step on the schedule the Administrator would have received had sabbatical leave not been taken.
- c. Compensation shall be paid to the Administrator while on leave in the same manner as if the Administrator were on duty in the District.

6.4 Report on Activities While on Leave: The Administrator shall file a report for the Board of Trustees within ninety (90) days of their return summarizing the sabbatical experience.

6.5 Application for Sabbatical Leave: Discussion with the board about the sabbatical period should occur within a one-year timeframe prior to the start of the sabbatical. Availability of funding and plans for appropriate coverage should be a part of that discussion.

6.6 Length of Leave: A sabbatical leave may be granted for periods of up to 17 weeks (the equivalent of an academic semester) which may be taken during any portion of a year to presumably coincide with a period of relatively lower activity.

## **7.0 EXPENSES**

In lieu of any provisions provided by District policies and procedures for expense reimbursements for transportation or expenses incurred within San Diego County, Administrator will be given the following monthly allowances: five hundred twenty-five dollars (\$525) for expenses; five hundred fifty dollars (\$550) for automotive expenses and traveling expenses within the county. Administrator shall also be eligible to be reimbursed for parking in San Diego County and mileage and parking expenses related to approved business travel out of the county. The Administrator will be provided an additional monthly allowance for the purchase of a mobile communication device and service plan acceptable to the District, as per Board Administrative Procedure 6450, currently one hundred twenty-five dollars (\$125) per month as an exceptional heavy user. Administrator acknowledges and agrees that the preceding expense considerations are currently considered as taxable compensation by the United States and State of California governments. Reimbursements for expenses for attending meetings, conferences, or other activities outside of San Diego County that are required for the performance of the Administrator's duties shall otherwise be in accordance with District policies and procedures.

## **8.0 DAYS OF SERVICE**

This Agreement provides 261 contract days per year (218 on-duty days; 25 vacation days; 18 holidays), with vacation, sick leave, and personal necessity leave available in accordance with District policy. Prior to the start of each fiscal year, the

Administrator's non-contract days, if any, will be approved by the Administrator's supervisor and reported to the District's payroll office.

## **9.0 EVALUATION**

The Administrator is subject to regular evaluations as provided in the District's policies and procedures. An interim evaluation may be initiated at any time by the Administrator's supervisor or by the Administrator.

## **10.0 REASSIGNMENT**

The Administrator may be reassigned to another position for which they have the necessary qualifications, in accordance with District policies and procedures governing reassignment and retreat rights.

## **11.0 TERMINATION**

11.1 Settlement on Termination of Contract Without Cause: Regardless of the term of this contract, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, without cause. In such an event, the maximum cash settlement Administrator may receive shall be equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of the contract or eighteen months, whichever is less, and shall not include non-cash items except for health benefits. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes. District agrees to pay any lump sum cash payment ("Severance Pay"), less legally required for authorized deductions except contributions to CalPERS or CalSTRS, within thirty (30) days of the effective date of termination. In exchange for any lump sum cash payment provided Administrator, Administrator shall execute a release and waiver, in a form acceptable to the legal counsel for District, releasing the District, and all of its elected officers, employees, agents, representations, and attorneys, from any claim associated with the termination.

11.2 Termination of this Agreement During its Term With Cause: The Board may terminate this contract during its term and discharge Administrator if Administrator commits a material and substantial breach of this Agreement and/or for cause. Such breach of contract and discharge shall nullify the terms of this Agreement and Administrator shall cease to receive any form of compensation upon the effective date of termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, insubordination, failure to comply with District policy, rules and regulations or other misconduct which interferes with the performance of their duties and responsibilities to the District.

11.3 Dismissal or Imposition of Penalty for Cause During Contract: If the Administrator has tenure as a faculty member, dismissal or imposition of penalty for cause during this contract shall be in accordance with District policy provisions applicable to faculty members. If the Administrator does not have tenure as a faculty member, dismissal or the imposition of penalties for cause during the term of this contract shall be in accordance with applicable District policies and procedures for other administrators.

## **12.0 Provisions of Government Code Sections 53243.3-53243.4.**

12.1 In the event that District provides paid leave to Administrator pending an investigation of a crime involving abuse of this office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, Administrator shall fully reimburse District for any salary provided for that purpose.

12.2 In the event that District provides funds for the legal criminal defense of Administrator pending an investigation of a crime involving an abuse of this office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, Administrator shall fully reimburse District for any funds provided for that purpose.

12.3 In the event that District provides a cash settlement related to the termination of Administrator as defined in the terms of this Agreement and Administrator subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Administrator shall fully reimburse District for any funds provided for that purpose.

12.4 "Abuse of office or position" is defined in Government Code section 53243.4 to mean either of the following:

- a. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- b. A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

## **13.0 OTHER PROVISIONS**

13.1 This Agreement does not confer tenure.

13.2 This Agreement contains the entire agreement and understanding between the parties. There are not oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

13.3 This Agreement may be modified or terminated by mutual consent of the parties, provided, however, that the party seeking such modification or termination shall give not less than 45 calendar days' written notice to the other party, unless otherwise mutually agreed in writing.

13.4 This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties after a vote in an open session of the Board of Trustees.

13.5 The Administrator may not assign or transfer any rights granted or obligations assumed under this Agreement.

13.6 This contract is subject to and incorporates by reference as if fully set forth herein provisions of the laws of the State of California and policies, rules, and regulations of the District.

13.7 Upon execution and adoption by the Governing Board of this Agreement, all prior employment contracts between the District and Administrator are hereby terminated.

**14.0 Representations and Warranties.**

Administrator represents and warrants that they:

- (A) have read this Agreement and understands its provisions; and
- (B) is freely and voluntarily signing this Agreement.






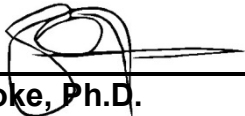
MiraCosta Community College District

\_\_\_\_\_  
Sunita V. Cooke, Ph.D.  
Superintendent/President and  
Secretary to the Board of Trustees

\_\_\_\_\_  
Wendy Stewart  
Chief Inclusion, Diversity, Equity,  
Accessibility Officer  
Office of the President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Subject:</b> Board Policy 5030 – Fees	<b>Attachment:</b> Board Policy 5030 – Fees
<b>Category:</b> Board Policies – Second Read	<b>Type of Board Consideration:</b> Information                  Consent                  Action 
<b>Institutional Goals:</b> <a href="http://mcc.mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b>  Goal 1  Goal 2  Goal 3  Goal 4
	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

Board policies and administrative procedures receive periodic review. New board policies and revisions to board policies are presented to the board of trustees for review and approval.

**STATUS**

Edits to new Board Policy 5030 – Fees have been completed and approved by College Council. The policy is now presented for a second read and adoption by the board.

Administrative Procedure 5030 is provided for information only.

**RECOMMENDATION**

Adopt Board Policy 5030.



The superintendent/president shall establish procedures for the collection, deposit, waiver, refund, and accounting for fees as required by law. The procedures shall also assure those who are exempt from or for whom the fee is waived are properly enrolled and accounted for. Fee amounts shall be published in the college catalogs.

The Board of Trustees authorizes the following fees:

A. Student Enrollment Fee (Education Code §76300)

Each student shall be charged a fee for enrolling in credit courses as required by law.

B. Baccalaureate Degree Pilot Program Fees (Title 5 §Section 58520)

Each student shall be charged a fee in addition to an enrollment fee for upper-division coursework in a baccalaureate degree pilot program.

C. Nonresident Tuition Fee (Education Code §76140, 76140.5)

The superintendent/president shall present to the board for approval a fee to be charged for nonresident tuition no later than February 1 for the succeeding fiscal year.

A.D. Health Services Fee (Education Code §section 76355)

The superintendent/president shall present to the board for approval a fee to be charged to each student for student health services.

B.E. Student Parking Fee (Education Code §section 76360)

The superintendent/president shall present to the board for approval a fee to be charged to each student for parking.

C.F. Capital Outlay Fee (Education Code §section 76141)

The superintendent/president shall present to the board for approval a fee to be charged for students who are both citizens and residents of a foreign country no later than February 1 for the succeeding fiscal year. Capital outlay may be charged in addition to other enrollment and nonresident fees.

D.G. Nonresident Capital Outlay Fee (Education Code §section 76141)

~~A district may also charge nonresident students a capital outlay fee. This portion of the Education Code was amended by AB 947 (Chapter 377, statutes of 2009) to now charge this capital outlay fee to any nonresident student, except AB 540 students, who will continue to be exempt from this fee. AB 947 deleted the~~

~~condition that a nonresident student capital fee will be charged only to nonresidents who were citizens and residents of a foreign country.~~

~~MiraCosta Community College District~~

~~Page 1 of 2~~

~~Adoption History: 1/19/10, 9/6/11, 6/22/16~~

~~References: Education Code [§76060, 76223, 76300, 76355, 76360, et seq.](#), [76365, 76140, 76140.5, 76141, Title 5 \[§58520, 54940\]\(#\)](#)~~

~~Accrediting Commission for Community and Junior Colleges~~

~~Accreditation Standard I.C.6~~

~~Reference Update: 4/15~~

~~CCLC Update: #26, 4/15; #27, 10/15, 4/20~~

~~Steering: VPSS / N/A~~

A district may also charge nonresident students a capital outlay fee. This portion students, who will continue to be exempt from this fee. AB 947 deleted the condition that a nonresident student capital fee will be charged only to nonresidents who were citizens and residents of a foreign country.

E.H. Instructional Materials (Education Code [§section-76365](#), Title 5 [§section-59400](#))

Students may be required to provide instructional and other materials for a credit or noncredit course, provided such materials are of continuing value to the student outside the classroom and such materials are not solely or exclusively available from the district.

I. Student Representation Fee (Education Code [§76060](#))

Students will be charged a \$2 fee per semester to be used to provide support for student governmental affairs representation. A student may opt out of the fee.

~~MiraCosta Community College District~~

~~Page 1 of 2~~

~~Adoption History: 1/19/10, 9/6/11, 6/22/16~~

~~References: Education Code [§§76300, et seq.](#)~~

~~Accrediting Commission for Community and Junior Colleges~~

~~Accreditation Standard I.C.6~~

~~Reference Update: 4/15~~

~~CCLC Update: #26, 4/15; #27, 10/15~~

~~Steering: VPSS / N/A~~

E.J. Transcript Fee (Education Code [§section-76223](#))

The district shall charge a reasonable amount for furnishing copies of any student record to a student or former student. The superintendent/president is authorized to establish the fee, which shall not exceed the actual cost of furnishing copies of any student record. No charge shall be made for furnishing up to two transcripts of students' records, or up to two verifications of various records of students. No charge may be made to search for or to retrieve any student record.

~~G.A. Baccalaureate Degree Pilot Program Fees (Title 5 Section 58520)~~

~~Each student shall be charged a fee in addition to an enrollment fee for upper-division coursework in a baccalaureate degree pilot program.~~

See Administrative Procedure 5030.

## A. Student Enrollment Fee (Education Code §76300; 5CCR 58500-58509)

All students enrolling in credit classes shall pay an enrollment fee as prescribed by state law.

## B. Baccalaureate Degree Program Fees (Title 5 §58520)

Each student shall be charged a fee in addition to an enrollment fee for upper-division coursework in a baccalaureate degree program.

## C. Nonresident Tuition Fee (Education Code §76140, 76140.5)

The district establishes a nonresident tuition fee no later than February 1 for the succeeding fiscal year for all nonresident students. These fees are due and payable at the time of registration. Exemptions from nonresident classification are evaluated and determined by the Admissions and Records office or the Dean of Admissions and Student Support.

For information on permissive exemptions (Education Code Sections 76140 and 76140.5):

- All nonresident students enrolling for 6 or fewer units; or
- A student who is a citizen and resident of a foreign country who demonstrates financial need and this required exemption (Education Code Section 68130.5);
- All students, other than nonimmigrant aliens under 8 U.S. Code Section 1101(a)(15), who meet the following requirements:
  - high school attendance in California for three or more years;
  - graduation from a California high school or attainment of the equivalent thereof;
  - registration or enrollment in a course offered for any term commencing on or after January 1, 2002;

**MiraCosta Community College District****Page 1 of 6**

Effective Date:	1/19/10, 10/28/10, 9/6/11, 5/6/16, 2/13/20, 2/15/24
Reference Update:	4/15
Periodic Review:	7/6/15
References:	Education Code § 66025.3, 68120, 70902(b)(9), 76300, 76300.5, and 68120 Title 5, §51012, 58520, 58269 California Community Colleges Chancellor's Office (CCCCO) Student Fee Handbook <a href="http://www.cccco.edu/divisions/legalstudentfeehandbook_files/studentfeehandbook.htm">www.cccco.edu/divisions/legalstudentfeehandbook_files/studentfeehandbook.htm</a> ACCJC Accreditation Standard I.C.6
Reference Update:	4/15
CCLC Update:	#27, 10/15; #26, 4/15; #34, 3/19
Steering:	VPSS / N/A

- o completion of a questionnaire form prescribed by the California Community Colleges Chancellor's Office verifying eligibility for this nonresident tuition exemption; and
  - o in the case of a student without lawful immigration status, the filing of an affidavit that the student has filed an application to legalize his/her/their immigration status or will file an application as soon as he/she/they is eligible to do so.
- A nonresident student who enrolls in a credit English as a Second Language (ESL) course at the district and who is any of the following:
    1. A recent immigrant, as defined in 8 U.S. Code Section 1101(a)(15);
    2. A recent refugee, as defined in 8 U.S. Code Section 1101(a)(42); or
    3. A person who has been granted asylum by the United States, as defined in 8 U.S. Code Section 1158.

This exemption applies only to individuals who, upon entering the United States, settled in California and who have resided in California for less than one year. This exemption applies only to the tuition fee for credit ESL courses.

#### D. Health Services Fee (Education Code §76355)

All students enrolled in credit courses and taking any number of credit units will pay a health-services fee as prescribed by the Board of Trustees.

Students enrolled in credit courses conducted at locations other than the Oceanside Campus, San Elijo Campus, or the Community Learning Center must also pay the health services fee. Companies or school districts that arrange for MiraCosta College to conduct classes at off-site locations may request a waiver of the health fee by providing proof of accident insurance. Arrangements for a fee waiver must be made with the Office of Instruction at the time negotiations are conducted for off-site classes.

The following are exempt from paying the Health Services fee:

1. Students who are in an approved apprenticeship-training program.
2. Students who are enrolled in noncredit courses are not required to pay the health services fee; however, they may elect to do so if they want to avail themselves of the services.
3. Students who depend exclusively upon prayer for healing in accordance with the teachings of a bona fide religious sect, denomination, or organization.
4. Students concurrently enrolled in a high school.

#### E. Student Parking Fee (Education Code §76360)

Students using district parking facilities must register their vehicles and pay a parking fee. This fee shall be approved by the board and charged each semester and summer session. A parking permit must be properly displayed according to current procedures. College Police are authorized to enforce all on-campus parking regulations.



F. Capital Outlay Fee (Education Code §76141)

The California Legislature authorizes community college districts to charge a capital outlay fee for students who are both citizens and residents of a foreign country. This fee may be established no later than February 1 for the succeeding fiscal year for all nonresident students who attend public community colleges.

The capital outlay fee may be charged in addition to other enrollment and nonresident fees. Revenue from any fee charged as a capital outlay fee shall be expended only for purposes of capital outlay, maintenance and equipment.

Any student who can demonstrate economic hardship or who is a victim of persecution or discrimination in the country in which the student is a citizen and resident is exempt from this fee. The exemption is authorized, on a per-semester basis, when a student meets the criteria above. The student will be deemed to have met the economic hardship criteria when the student has met the eligibility criteria for benefits under the Aid to Families with Dependent Children program, the Supplemental Income/State Supplementary Program, or a general-assistance program.

G. Nonresident Capital Outlay Fee (Education Code §76141)

A district may also charge nonresident students a capital outlay fee. This portion of the Education Code was amended by AB 947 (Chapter 377, statutes of 2009) to now charge this capital outlay fee to any nonresident student, except AB 540 students, who will continue to be exempt from this fee. AB 947 deleted the condition that a nonresident student capital fee will be charged only to nonresidents who were citizens and residents of a foreign country.

H. Instructional Materials Fee (Education Code §76365; Title 5 §59400)

Students may be charged a materials fee when a product or item of any kind is produced in class and when that item becomes the property of the student. The amount of this fee can vary for each class since students pay only for the actual cost of materials. Student-fee collection is under the Bursar.

I. Student Representation Fee (Education Code §76060)

All students will be charged a \$2 student representation fee each semester. This fee goes to the Associated Student Government (ASG) to fund student advocacy efforts for student leaders and student representatives to state their positions and viewpoints on behalf of MiraCosta College students before local, state, and federal governments, as well as other public agencies. A student may opt out of the fee.

J. Transcript Fee (Education Code §76223)

The district shall charge a reasonable amount for furnishing copies of any student record to a student or former student. The superintendent/president is authorized to establish the fee, which shall not exceed the actual cost of furnishing copies of any student record. No charge shall be made for furnishing

up to two transcripts of students' records. No charge may be made to search for or to retrieve any student record.

K. Child Development Center Fee (Education Code §79121 et seq., 66060)

The Child Development Center shall be operated as a laboratory school rather than as a drop in childcare facility, with enrollment priority given to children of students and staff. Children of parents not associated with the district may be enrolled on a space available basis. The board will periodically review fees charged by the center and approve any modifications. Fees for MiraCosta students will be on a sliding scale based on the student credit-course load. Information on current fees will be made available in the Child Development Center Office.

L. Student Center Fee (Education Code §76375; 5 California Code of Regulations §58510)

Students enrolled in credit classes will be charged a student center fee of one dollar (\$1) per credit unit with a maximum of ten dollars (\$10) per fiscal year (July 1 to June 30).

The following are exempt from paying the Student Center fee:

1. Students on TANF, SSI, or General Relief who submit supporting documentation demonstrating current benefits to the Cashier's Office.
2. Students concurrently enrolled in a high school.

M. Penalty and Processing Fee

Students who write checks backed by insufficient funds or who establish indebtedness to the district in any way shall be required to pay a ten dollar (\$10) penalty and/or a ten dollar (\$10) processing fee.

N. Waivers (Education Code §76300)

A waiver may be authorized on a per-semester basis when a student meets the criteria. The district shall assure students enrolled in credit courses who are exempt from or for whom the fee is waived are properly enrolled and accounted for.

**Prohibited fees**

Prohibited fees include, but are not limited to the following (see California Community Colleges Chancellor's Office [CCCCO] Student Fee Handbook for a more comprehensive list):

1. Late application (CCCCO Student Fee Handbook)
2. Add/Drop (CCCCO Student Fee Handbook)
3. Mandatory student activities (CCCCO Student Fee Handbook)
4. Mandatory student identification cards (CCCCO Student Fee Handbook)
5. Fees charged through student-body organizations (CCCCO Student Fee Handbook)

6. Nonresident application (CCCCO Student Fee Handbook)
7. Field trip, unless students who do not have sufficient funds are exempted (5 California Code of Regulations §§66560, 55451)
8. For dependents of certain veterans (Education Code §66025.3)
9. For dependents of certain victims of the September 11, 2001, terrorist attacks (CCCCO Student Fee Handbook)
10. For certain recipients of the Congressional Medal of Honor and certain children of the recipients of the Congressional Medal of Honor (Education Code §66025.3)
11. For surviving spouses and children of a firefighter employed by the federal government whose duty assignment involved the performance of firefighting services in California (Education Code Section 68120)
12. For students who have been exonerated of a crime through writ of habeas corpus or pardon that meet certain conditions (Education Code Section 69000)
13. Required or funded services (CCCCO Student Fee Handbook)
14. Refundable deposits (CCCCO Student Fee Handbook)
15. Distance education (other than the statutorily authorized enrollment fee) (CCCCO Student Fee Handbook)
16. Mandatory mailings (CCCCO Student Fee Handbook)
17. Rental of practice rooms (CCCCO Student Fee Handbook)
18. Apprenticeship courses (Education Code §76350)
19. Technology fee (CCCCO Student Fee Handbook)
20. Late-payment fee (5 California Code of Regulations §§58502, 59410)
21. Nursing/healing-arts student liability insurance (5 California Code of Regulations §55234)
22. Cleaning fees (CCCCO Student Fee Handbook)
23. Breakage fees (CCCCO Student Fee Handbook)
24. Test-proctoring fees (CCCCO Student Fee Handbook)

### **Collection**

Each student is responsible for paying all fees for a term or session. If the California Legislature changes the fees, the student is responsible for any fee increase for classes that remain on or are added to the student schedule. When fees are not paid, the fees owed are past due and subject to the collections process. If a delinquent debt is sent to collections, a twenty-five-percent penalty charge may be added to the balance owed.

### **Failure to Pay Financial Obligations**

The district may withhold diplomas and enrollment privileges or any combination thereof from any student or former student who has been provided with written notice that they have failed to pay a proper financial obligation due to the district. Any item or items withheld shall be released when the student satisfactorily meets the financial obligation (authorized in Education Code §72237.)

### **Refund of Student Fees**

A refund of fees will be given to eligible students, providing at least one of the following eligibility requirements is met:

- a. A student's class has been canceled by the district.
- b. The fee was collected in error.

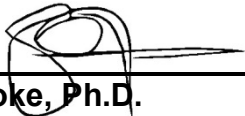


- c. A student has officially withdrawn from a class or classes by the refund deadline (ten percent deadline of class).
- d. A student who is a member of an active or reserve military service and has received orders compelling a withdrawal from courses at any time during the semester.

If a student drops all classes by the refund deadline, they are eligible to receive a refund of the enrollment fee, health services fee, materials fee, nonresident tuition, and student center fee. Classes dropped after the refund deadline (ten percent deadline of class) will not be refunded. It is the student's responsibility to drop classes by the refund deadline or incur the fees.

Refunds will be automatically mailed to the student or credited to the credit card used to make the payment.

The parking fee and student I.D. card fee are nonrefundable.

<b>Subject:</b> Board Policy 2015 – Student Trustee	<b>Attachment:</b> Board Policy 2015 – Student Trustee
<b>Category:</b> Board Policies – Periodic Review	<b>Type of Board Consideration:</b> Information                  Consent                  Action ✓
<b>Institutional Goals:</b> <a href="http://mcc.mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> ✓ Goal 1                  ✓ Goal 2                  ✓ Goal 3                  ✓ Goal 4
	<b>Approved for Consideration:</b>  _____ Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

Board policies and administrative procedures receive periodic review. New board policies and revisions to board policies are presented to the board of trustees for review and approval.

**STATUS**

A periodic review of Board Policy 2015 – Student Trustee has been completed and approved by College Council. There are no recommended changes to the policy. The policy is now presented for adoption by the board.

Administrative Procedure 2015 is provided for information only.

**RECOMMENDATION**

Adopt Board Policy 2015.

In accordance with the provisions and limitations of the Education Code, the student member of the board of trustees shall be elected by the students enrolled in the MiraCosta Community College District, and that person shall be designated as the student trustee. Normally, an election will be held in the spring semester so that the office is filled by June 1 of each year for a one-year term. The election process and term of service shall be clearly stated in the constitution and bylaws of the Associated Student Government of MiraCosta College.

The student trustee has the same general responsibilities as all trustees to represent the interests of the entire community; however, they also provide a student perspective on the issues facing the board. Student votes are advisory and nonbinding.

The student trustee is expected to attend all board meetings, interact regularly with college officials, maintain regular contact with the Associated Student Government, and attend statewide meetings as necessary.

The student trustee has the right to:

- A. Attend all meetings of the board of trustees, with the exception of closed sessions.
- B. Participate in discussions, ask questions, and be seated with the board. As an official member of the board, the student trustee is entitled to receive materials furnished to regular board members with the exception of materials related to closed sessions.
- C. Be reimbursed for mileage to the same extent and under the same policies as other board members.
- D. Cast an advisory opinion, which will be reported in the official minutes. This advisory vote will not count in determining if an item passes.

The board of trustees will review procedures outlining the privileges, compensation, and travel arrangements accorded to the student trustee by May 15 of each year. Such procedures will be effective June 1 to May 31 of each year and shall be contained in Administrative Procedures 2015.

The superintendent/president, or their appointed designee, shall act as the mentor to the student trustee. Training for new student trustees will be conducted as outlined in Administrative Procedure 2740, Board Education.

**MiraCosta Community College District**

Adoption History: 9/15/09, 4/20/10, 4/12/11, 4/24/12, 4/23/13, 4/16/14, 4/22/15, 5/11/16, 4/20/17, 5/12/18, 2/21/19, 5/14/20, 3/18/21, 3/24/22, 4/20/23

Periodic Review: ~~xx/xx/xx~~

References: Education Code §72023.5  
CCLC Trustee Handbook, <http://www.ccleague.org/files/public/TrustHdbkWeb.pdf>  
California Code of Regulations, Title 19, Division 2, Chapter 4,  
Subchapter 3, Article 1, §2572.2

CCLC Update: #20, 3/12

Steering: VPSS / N/A

The qualifications for this office shall include:

- A. Enrollment in at least five (5) semester credit units or the equivalent of work at MiraCosta College, at the time of application and during the term of office.
- B. Possession of a least a 2.0 grade-point average at the time of application and during the term of office.
- C. Be free of academic or student conduct probation, at the time of application and during the term of office.

The remuneration for the student trustee shall be one-half the amount received by the Board of Trustees. Mileage will be reimbursed at the current rate paid to district employees for board-related meetings and events where the student trustee serves as a representative of the Board of Trustees. In addition, the student trustee shall receive a \$250 book voucher per semester, including summer intersession, for a total of \$750.

If the student trustee does not attend all regular meetings held by the board in any month, they may receive an amount not greater than a pro-rata share of the number of meetings actually attended, based upon the maximum compensation.

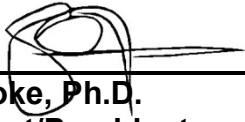
The student trustee may travel to conferences and meetings associated with the role of being a student trustee, and must be accompanied by a MiraCosta College staff member. The superintendent/president shall approve and pay for appropriate student trustee travel.

The student trustee shall be an ex-officio member of the Associated Student Government of the MiraCosta College Student Senate.

The student trustee may be declared in abandonment of office by the board president and removed from office by the board if they fail to attend three (3) consecutive, regularly scheduled Board of Trustee meetings for other than good cause.

If any of the qualifications (listed above) are not met during the student trustee’s term of office, they may be removed from office by the Board of Trustees.

The students enrolled in the MiraCosta Community College District reserve the right to recall the student trustee for cause other than the qualifications outlined in this procedure and elect a new student trustee. Procedures for recall and election of a new student trustee shall be contained in the constitution and codes of the Associated Student Government of MiraCosta College.

<b>Subject:</b>  <b>Board Policy 4106 – Post-Baccalaureate Nursing Students</b>	<b>Attachment:</b>  <b>Board Policy 4106 – Post-Baccalaureate Nursing Students</b>
<b>Category:</b>  <b>Board Policies – Periodic Review</b>	<b>Type of Board Consideration:</b>  <b>Information                  Consent                  Action</b>
<b>Institutional Goals:</b> <a href="http://mcc.mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <b>Goal 1                  Goal 2                  Goal 3                  Goal 4</b>
	<b>Approved for Consideration:</b>   <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

Board policies and administrative procedures receive periodic review. New board policies and revisions to board policies are presented to the board of trustees for review and approval.

**STATUS**

A periodic review of Board Policy 4106 – Post-Baccalaureate Nursing Students has been completed and approved by College Council. There are no recommended changes to the policy. The policy is now presented for adoption by the board.

There is not an Administrative Procedure 4106.

**RECOMMENDATION**


Adopt Board Policy 4106.

Nursing students who have already earned a baccalaureate or higher degree from a regionally accredited institution of higher learning are not required to complete any general education requirements that may be required for an associate degree. Instead, these students only need to complete the coursework necessary for licensing as a registered nurse.

The district shall utilize criteria published on the nursing department's website and in the current college catalog when screening students for admission to the nursing program.

**MiraCosta Community College District****Page 1 of 1**

Adoption History:	10/20/09
Periodic Review:	4/14/15, 5/18/16, 10/15/20, 6/23/22, <del>xxx/xxx/xxx</del>
References:	Education Code §§66055.8, 66055.9, 70101-70107, 78260, 78261, 78261.3, 78261.5, 87482, 89267, 89267.3, 92645 Title 5, §§55060, et seq., 55521 Health and Safety Code §128050
Reference Update:	4/20/17
CCLC Update:	#30, 4/17
Steering:	CPC / AS

<b>Subject:</b>  <b>Board Policy 4025 – Philosophy and Criteria for Associate Degrees and General Education</b>	<b>Attachment:</b>  <b>Board Policy 4025 – Philosophy and Criteria for Associate Degrees and General Education</b>
<b>Category:</b>  <b>Board Policies – First Read</b>	<b>Type of Board Consideration:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span style="text-align: center;">✓ Information</span> <span style="text-align: center;">Consent</span> <span style="text-align: center;">Action</span> </div>
<b>Institutional Goals:</b> <a href="http://mcc.missionstatement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span style="text-align: center;">✓ Goal 1</span> <span style="text-align: center;">✓ Goal 2</span> <span style="text-align: center;">✓ Goal 3</span> <span style="text-align: center;">✓ Goal 4</span> </div>
	<b>Approved for Consideration:</b> <div style="text-align: center; margin-top: 10px;">   <hr style="width: 100%; border: 0.5px solid black;"/> </div> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

Board policies and administrative procedures receive periodic review. New board policies and revisions to board policies are presented to the board of trustees for review and approval.

**STATUS**

A review of edits to Board Policy 4025 – Philosophy and Criteria for Associate Degrees and General Education has been completed and approved by College Council. The policy is now presented as a first read by the board.

Administrative Procedure 4025 is provided for information only.

**RECOMMENDATION**

For information only.

The MiraCosta Community College District's associate degree and general education programs are consistent with the college's mission, vision, and core values.

The awarding of an associate degree is intended to represent more than an accumulation of units. It is to symbolize a successful attempt on the part of the college to lead students through The associate degree at MiraCosta College provides a framework within which students complete patterns of learning experiences designed to develop certain capabilities and insights to support their academic and career goals. Among these capabilities and insights are skills and competencies that comprise a general education curriculum. In addition, to these accomplishments, the student students graduating with an associate degree shall possess sufficient depth in some field of knowledge to contribute to lifetime interest and career pursuit.

The MiraCosta College general education program introduces students to the variety of means through which people comprehend the modern world by providing opportunities for students to engage with the arts and humanities, sciences, mathematics, and social sciences. It ensures students who receive their degrees have mastered principles, concepts, and methodologies both unique to and shared by the various disciplines.

All courses designated for general education (GE) at MiraCosta College must fulfill the following universal criteria:

- **Level:** Each GE course is baccalaureate-level and may be introductory or integrative. Integrative courses draw broad connections between multiple perspectives and methodologies and demonstrate relationships within or between disciplines.
- **Rigor:** Each GE course treats subject matter with a level of intellectual intensity that requires independent study.
- **Scope:** Each GE course introduces the student to a wide range of principles, perspectives, and knowledge within the discipline.
- **Autonomy:** Each GE course is a whole unto itself and not primarily part of a sequence of courses; i.e., each course provides exposure to foundations and fundamental tenets of the discipline.
- **Breadth:** Each GE course provides a generalizing rather than specializing experience within the subject matter of the discipline. It relates knowledge within the discipline to other fields and disciplines, as well as to contemporary society.
- **Critical thinking:** Each GE course develops the student's aptitude

Cynthia Dudley  
Moved from the AP

Cynthia Dudley  
Accreditation standard 2.3

Cynthia Dudley  
Moved from the AP because Title 5 section 55060(b) requires governing board establishment of the "criteria to determine which courses may be used to implement [its] goals for the associate degree and philosophy of general education." Added Level because it is called out in the discipline-specific criteria required by section 55061(c).



for conceptualizing, applying, analyzing, synthesizing, and evaluating information.

- Communication and literacy: Each GE course provides opportunities for the student to develop and demonstrate both orally and in writing the ability to read, comprehend, and evaluate college-level material.
- Relevancy: Each GE course relies upon current knowledge, technology, and instructional materials to achieve its objectives, as appropriate.

~~The MiraCosta Community College District General Education Program promotes skill development and knowledge acquisition through the study of ideas, the analysis of data, and the interpretation of issues and events. Students completing the MiraCosta Community College District General Education Program are systematic, critical, creative thinkers and clear communicators who are intellectually curious, culturally and scientifically literate, civic-minded, and aesthetically appreciative. These students are able to demonstrate the following:~~

- ~~1. A broad understanding of mathematics, science, social science, humanities, and the arts.~~
- ~~2. Effective communication in oral and written form.~~
- ~~3. A multicultural, global perspective.~~
- ~~4. Critical thinking skills that apply analytical and creative approaches to problem solving.~~
- ~~5. The ability to adapt to new environments and technologies.~~
- ~~6. Social awareness and responsibility as a participating member of society.~~

~~In modifying its general education program, the MiraCosta Community College District will continue to seek coherence and integration among the separate requirements and to establish a general education program that actively involves students in examining values inherent in proposed solutions to major social problems. |~~

The superintendent/president shall establish procedures to assure that courses used to meet general education and associate degree requirements meet the standards in this policy. These procedures shall provide for appropriate Academic Senate involvement.

MiraCosta Community College District

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Adoption History: 4/7/09

Periodic Review: 11/18/15, 7/20/23, ~~x/x/24~~

Reference Update: 11/14

References: Title 5, §~~55064~~ 55060

ACCJC Accreditation Standard #A 2.1, 2.3

CCLC Update: #14, 2/08; #25, 11/14

Steering: CPC / AS

Cynthia Dudley  
Specifics are in AP

Cynthia Dudley  
Required by Title 5

The associate degree at MiraCosta College provides a framework within which students complete patterns of learning experiences designed to develop capabilities and insights to support their academic and career goals. Among these capabilities and insights are competencies that comprise a general education curriculum. These competencies include the ability

- to think critically and communicate clearly and effectively both orally and in writing,
- to locate, evaluate, and use needed information effectively,
- to engage with diverse perspectives,
- to use quantitative reasoning,
- to understand the modes of inquiry of the major disciplines,
- to be aware of other cultures and times,
- to achieve insights gained through experience in thinking about ethical problems, and
- to develop the capacity for self-understanding.

In addition to these competencies, students graduating with an associate degree shall possess sufficient depth in some field of knowledge to contribute to lifetime interest and career pursuit. Majors or areas of emphasis that provide this depth are composed of a minimum of eighteen (18) units. (See Administrative Procedure 4100: Graduation Requirements for Degrees and Certificates.)

The MiraCosta College general education pattern (Plan A) for the associate in arts and associate in science degree includes the completion of three units each in Areas 1A and 1B, and three units each in Areas 2 through 6 for a minimum of 21 units. Courses listed in two different areas (1–6) may be used to satisfy a requirement in one area but not both. A course listed in any area (1–6) may satisfy both a general education and a major or area of emphasis requirement.

The Courses and Programs Committee (CPC) determines which courses can be used to implement the district's goals for the associate degree and philosophy of general education. The CPC ensures all general education courses at MiraCosta College fulfill the universal criteria set forth in Board Policy 4025 as well as the discipline-specific criteria outlined below. The general education course approval process is detailed in the Courses and Programs Committee Handbook.

MiraCosta Community College District

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Effective Date: 2/9/10, 6/15/10, 4/19/11, 4/16/12, 8/13/13, 9/1/15, 6/17/21, 4/04/24

Periodic Review: 5/18/23

Reference Update: 11/14

Title 5, §§55060, 55061

ACCJC Standard 2.1, 2.3

34 Code of Federal Regulations Part 602

CCLC Update: #14, 2/08; #25, 11/14

Steering: CPC / AS

Specific courses within the GE program at MiraCosta College fulfill the following criteria as related to their area of specialty:

1. Area 1—English Composition, Oral Communication, and Critical Thinking (minimum 6 units), including the following:
  - Area 1A—English Composition (minimum 3 units). Courses fulfilling this requirement must be baccalaureate-level and include both expository and argumentative writing.
  - Area 1B—Oral Communication and Critical Thinking (minimum 3 units). Courses fulfilling this requirement must be baccalaureate-level and may include oral communication and critical thinking courses.
2. Area 2—Mathematical Concepts and Quantitative Reasoning (minimum 3 units). Courses fulfilling this requirement must be at least college-level and may include mathematics or quantitative reasoning courses, including logic, statistics, computer languages, and related disciplines.
3. Area 3—Arts and Humanities (minimum 3 units). Courses in the humanities study the cultural activities and artistic expressions of human beings. These courses develop students'
  - awareness of how people throughout the ages and in different cultures respond to themselves and the world around them in artistic and cultural creation;
  - aesthetic understandings; and,
  - ability to make value judgments.

Courses fulfilling this requirement may include introductory or integrative baccalaureate-level courses in the visual and performing arts, art history, foreign languages, literature, philosophy, religion, and related disciplines.

4. Area 4—Social and Behavioral Sciences (minimum 3 units). These courses focus on people as members of society and develop awareness of the methods of inquiry used by the social and behavioral sciences. They also stimulate critical thinking about the ways people act and have acted in response to their societies and promote appreciation of how societies and social subgroups operate.

Courses fulfilling this requirement may include introductory or integrative baccalaureate-level courses in cultural anthropology, cultural geography, economics, history, political science, psychology, sociology, and related disciplines.

5. Area 5—Natural Sciences (minimum 3 units). These courses examine the physical universe, its life forms, and its natural phenomena. They help students appreciate and understand the scientific method and the relationships between science and other human activities.

Courses fulfilling this requirement may include introductory or integrative baccalaureate-level courses in astronomy, biology, chemistry, general physical science, geology, meteorology, oceanography, physical geography, physical anthropology, physics, and other scientific disciplines.

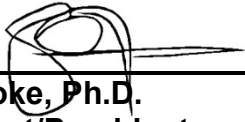
6. Area 6—Ethnic Studies (minimum 3 units). Courses fulfilling this requirement may include baccalaureate-level courses in the four autonomous disciplines within ethnic studies:
  - Black Studies, African American Studies, Africana Studies
  - Native American Studies
  - Chicano/a/x Studies, Latino/a/x Studies, La Raza Studies
  - Asian American Studies

Students may satisfy the requirements for any MiraCosta College general education area (1-6) through submission of an official transcript that demonstrates the completion of one of the following:

- A course at another California community college approved for the same general education area.
- A course at an institution accredited by a nationally recognized accrediting agency in a comparable general education area.
- A comparable course at an institution accredited by a nationally recognized accrediting agency.

As an alternative to completing the MiraCosta College general education pattern (Plan A), students may satisfy the general education requirement for an associate degree at MiraCosta College through completion of the CSU-GE (Plan B) or IGETC (Plan C) certified general education pattern or a bachelor's or an associate degree from an institution accredited by a nationally recognized accrediting agency. (See Administrative Procedure 4100: Graduation Requirements for Degrees and Certificates.)

Students who have completed courses at MiraCosta College prior to the implementation of Plan A in fall 2011 may use that coursework to meet the Plan A category requirements if the course is approved for Plan A in the catalog year under which they are petitioning for the degree.

<b>Subject:</b> Board Policy 4100 – Graduation Requirements for Degrees and Certificates	<b>Attachment:</b> Board Policy 4100 – Graduation Requirements for Degrees and Certificates
<b>Category:</b> Board Policies – First Read	<b>Type of Board Consideration:</b> Information                  Consent                  Action
<b>Institutional Goals:</b> <a href="http://mcc.mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> Goal 1                  Goal 2                  Goal 3                  Goal 4
	<b>Approved for Consideration:</b>  _____ Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

Board policies and administrative procedures receive periodic review. New board policies and revisions to board policies are presented to the board of trustees for review and approval.

**STATUS**

A review of edits to Board Policy 4100 – Graduation Requirements for Degrees and Certificates has been completed and approved by College Council. The policy is now presented as a first read by the board.

Administrative Procedure 4100 is provided for information only.

**RECOMMENDATION**

For information only.



The district grants ~~confers the associate degree upon the degrees of associate in arts and associate in science to those~~ students who have completed 60 ~~semester units of degree-applicable semester units~~ **lower-division courses, including a minimum of 18 semester units of focused study in a major or interdisciplinary area of emphasis and a minimum of 21 semester units of general education, with a minimum cumulative grade-point average of 2.0.** ~~Students must complete each course counted toward the major or area of emphasis with a grade of "C" or better, or a "P" if the course is taken on a "pass-no-pass" basis. At least 12 semester units must be completed in residence within the district.~~ ~~average and a specified major or area of emphasis with a "C" grade or better in each course counted toward the major. Students must also complete the subject requirements for graduation, as well as general education, residency, and competency requirements set forth in Title 5 regulations.~~

Cynthia Dudley

Title 5 section 55061(a), (b), (c)

Cynthia Dudley

Title 5 section 55062(a)(1), (2)

Students may be awarded a certificate of achievement upon successful completion of a minimum of sixteen or more semester units of degree-applicable coursework. In some cases, state-approved certificates of achievement of eight or more semester units may be awarded to students. This coursework is designed as a "pattern of learning experiences" and develops certain capabilities oriented to career or general education.

The superintendent/president shall establish procedures to determine degree and certificate requirements that include appropriate involvement of the Courses and Programs Committee. The procedures shall assure that graduation requirements are published in the district's catalog and are included in other resources that are convenient for students.

See Administrative Procedure 4100.

**MiraCosta Community College District****Page 1 of 1**

Adoption History:	1/19/10, 7/18/19
Periodic Review:	11/18/15, 6/22/23
References:	Education Code §70902(b)(3) Title 5, §§55060 et seq.
CCLC Update:	#14, 2/08, #33, 10/18
Steering:	CPC / AS

**Requirements for Graduation: Associate Degrees**

MiraCosta College shall offer the associate in arts and associate in science degrees. To obtain an associate degree, students must accomplish the following:

- A. Complete a minimum of 60 semester units of approved coursework, including a minimum of 18 semester units of focused study in a major or interdisciplinary area of emphasis and 21 units of general education.
  1. A minimum of 12 semester units must be completed in residence within the MiraCosta Community College District.
  2. The general education requirement can be satisfied through completion of the MiraCosta College general education pattern (Plan A) or the CSU-GE (Plan B) or IGETC (Plan C) transferable general education pattern. (See Administrative Procedure 4025). Students who have been awarded a bachelor's degree from an institution accredited by a nationally recognized accrediting agency shall be deemed to have fulfilled the general education course requirement for the associate degree.
  3. Courses may meet multiple associate degree graduation requirements, including general education and a major or area of emphasis, when courses are approved to meet multiple requirements. However, one course may not be counted in more than one general education area, even if the course is approved in multiple general education areas.
  4. Students may petition to have completion of a noncredit course counted toward satisfaction of the requirements for an associate degree.
  5. Students may receive credit for knowledge or skills acquired through the district's procedures for awarding credit for prior learning (see Administrative Procedure 4235).

**MiraCosta Community College District****Page 1 of 4**

Effective Date: 1/19/10, 7/12/11, 8/16/11, 9/1/15, 4/8/16, 11/29/18, 5/16/19, 6/17/21, 4/04/24  
Periodic Review: 5/18/23  
References: Title 5, §§55060 et seq.  
34 Code of Federal Regulations Part 602  
Routing: CPC / AS

6. Courses completed at other institutions accredited by a nationally recognized accrediting agency will be evaluated for counting toward associate degree requirements based on C-ID number or course description, comparable or equivalent content, and appropriate prerequisites to ensure they meet or exceed the standards of the California Community Colleges. Students may be required to provide a course outline and/or a syllabus to determine course comparability and a transcript to verify prerequisite completion.
  7. International courses will be evaluated for counting toward associate degree requirements only when course descriptions are submitted in English, along with a transcript evaluated by an approved foreign transcript evaluation service. Course descriptions may also be required for prerequisite review.
- B. Complete the requirements for the associate degree with a minimum cumulative grade point average of 2.0 in the degree-applicable courses and a minimum grade of "C" or "P" in each course counted toward the major or area of emphasis. Courses completed with a C- at institutions accredited by a nationally recognized accrediting agency may be used to satisfy this requirement, except in programs such as Registered Nursing and Licensed Vocational Nursing, which are overseen by external accrediting agencies that do not allow a C-.

If units accumulated beyond those required for the associate degree lower a student's cumulative grade point average below 2.0, then the student may request to have their grade point average computed solely on those courses used to satisfy the degree requirements, provided that the coursework used to compute the grade point average fulfill all major/area of emphasis and general education requirements.

### **Requirements for Graduation: Associate Degree for Transfer (ADT)**

MiraCosta College shall offer an associate in arts for transfer and an associate in science for transfer degree. To obtain an ADT, students must accomplish the following:

- A. Complete a minimum of 60 CSU-transferable semester units. Courses completed at other institutions accredited by a nationally recognized accrediting will be reviewed for placement on the associate degrees for transfer based on existing C-ID numbers and/or course comparability to the transfer model curriculum template developed by the California Community Colleges Chancellor's Office.
- B. Complete a minimum of 18 units in an approved ADT major.
- C. Complete all courses in the major with a "C" or "P" or better. Courses completed with a C- at other institutions accredited by a nationally recognized accrediting agency may be used to complete this requirement.
- D. Complete the CSU GE (Plan B) or IGETC (Plan C) general education pattern.



- E. Obtain a minimum CSU-transferable grade point average of 2.0.
- F. Complete a minimum of 12 semester units in residence within the district.

### Multiple Degrees

Students who are in progress to complete or who have previously been awarded a MiraCosta College associate degree may be qualified for an additional associate degree(s) under the following circumstances:

- A. The additional degree(s) represents a new major.
- B. Each degree has at least 12 mutually exclusive major units.
- C. All degree requirements have been met, including residency, with at least 12 semester units completed in the new major at MiraCosta College.

### Requirements for Graduation: College Certificates

Students may obtain certificates of achievement and certificates of proficiency through MiraCosta College.

#### A. Certificates of Achievement

Certificates of achievement are state-approved and thus are printed on a recipient student's transcript. To obtain a certificate of achievement, students must accomplish the following:

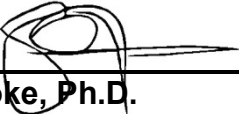
1. Complete a state-approved program of study consisting of 16 or more semester units. (A sequence of courses consisting of 8 or more semester units may be approved by the Chancellor's Office as a program of study leading to a certificate of achievement if the program satisfies title 5 requirements.)
2. Obtain a "C" or "P" or better in each course counted toward the certificate with the exception that CSU-GE certificates will be awarded according to CSU policies. Courses completed with a C- at other institutions accredited by a nationally recognized accrediting agency may be used to complete this requirement, except in programs such as Registered Nursing and Licensed Vocational Nursing, which are overseen by external accrediting agencies that do not allow a C-.

#### B. Certificates of Proficiency

Certificates of proficiency are approved locally and are not printed on student transcripts. To obtain a certificate of proficiency students must accomplish the following:

1. Complete a district-approved program of study consisting of fewer than 16 semester units.

2. Obtain a "C" or "P" or better in each course counted toward the certificate. Courses completed with a C- at other institutions accredited by a nationally recognized accrediting agency may be used to complete this requirement, except in programs such as Registered Nursing and Licensed Vocational Nursing, which are overseen by external accrediting agencies that do not allow a C-.
3. Complete at least six units, or the maximum number of units required for the certificate, whichever is less, in residence at MiraCosta College.

<b>Subject:</b> Board Policy 4225 – Course Repetition	<b>Attachment:</b> Board Policy 4225 – Course Repetition
<b>Category:</b> Board Policies – First Read	<b>Type of Board Consideration:</b> ✓ Information          Consent          Action
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf(miracosta.edu)">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> ✓ Goal 1          ✓ Goal 2          ✓ Goal 3          ✓ Goal 4
	<b>Approved for Consideration:</b>  _____ Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

Board policies and administrative procedures receive periodic review. New board policies and revisions to board policies are presented to the board of trustees for review and approval.

**STATUS**

A review of edits to Board Policy 4225 – Course Repetition has been completed and approved by College Council. The policy is now presented as a first read by the board.

Administrative Procedure 4225 is provided for information only.

**RECOMMENDATION**

For information only.

“Course enrollment” occurs when a student receives an evaluative (A, B, C, D, F, P/CR, NP/NC) or non-evaluative (I, IP, RD, W, EW, MW) symbol for a course. Enrollments include any combination of withdrawals and repetition. A student may withdraw and receive a “W” symbol on their record for enrollment in the same course no more than three times (see Administrative Procedure 5075–Withdrawals). A grade of EW will not be counted toward the permitted number of withdrawals or counted as an enrollment attempt.

“Course repetition” occurs when a student who has previously received an evaluative symbol in a particular course re-enrolls in that course and receives another evaluative symbol.

MiraCosta College, in accordance with Title 5 section 55040, allows repetition to occur only under the following circumstances:

- A. The course has been designated as repeatable.
- B. The student needs to repeat a course to meet a legally mandated training requirement as a condition of continued paid or volunteer employment.
- C. The student needs to repeat a course in which they earned a less-than-satisfactory or failing grade (D, F, NP/NC) in order to alleviate substandard academic work.
- D. The student needs to repeat a course due to a significant lapse of time.
- E. The student needs to repeat a course due to extenuating circumstances that justify the repetition, regardless of whether or not substandard academic work was previously recorded.
- ~~F. The student needs to repeat a course in occupational work.~~
- F. A student with a disability needs to repeat a special class for students with disabilities.

When course repetition occurs, the student’s permanent academic record will clearly indicate any courses repeated using an appropriate symbol and be annotated in such a manner that all work remains legible, ensuring a true and complete academic history. Nothing in this policy and associated administrative procedure conflicts with policies pertaining to the finality of grades assigned by instructors or the retention and destruction of student records.

MiraCosta Community College District

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Adoption History: 5/5/09, 4/20/10, 4/24/12, 8/16/18  
 Periodic Review: 11/18/15, 5/19/22, ~~x/x/24~~  
 References: Title 5, §§55023(a), 55040  
 Reference Update: 2/9/17

Steering: CPC / AS  
 CCLC Update: #29, 10/16; #32, 4/18

## Definitions

- A. Enrollment:** Course enrollment occurs when a student receives an evaluative (A, B, C, D, F, P, NP) or non-evaluative (I, IP, RD, W, EW, MW) symbol for a course. Enrollments include any combination of withdrawals and repetition. A student may withdraw and receive a “W” symbol on their record for enrollment in the same course no more than three times (see Administrative Procedure 5075–Withdrawals). A grade of EW will not be counted toward the permitted number of withdrawals or counted as an enrollment attempt.
- B. Repetition:** Course repetition occurs when a student who has previously received an evaluative symbol in a particular course re-enrolls in that course and receives another evaluative symbol.
- C. Courses Related in Content (CRC):** Active participatory courses that share a similar primary educational objective in kinesiology, visual arts, and performing arts are grouped together. Students are allowed four enrollments within each group of courses related in content (CRC), but each course in the group may be taken only once unless its catalog description indicates it is repeatable. This limitation applies even if a student receives a substandard grade during one or more of the enrollments in such a course or petitions for repetition due to extenuating circumstances.

In specific cases in which the CSU/UC major preparation unit requirement can be attained only by enrolling more than four times in courses related in content, students are permitted the number of enrollments necessary to reach the unit requirement. When this exemption is invoked, the excess enrollments are not recorded for apportionment.

## Allowable Repetition

MiraCosta College, in accordance with Title 5, allows repetition of credit courses, including work experience education and internship studies, to occur only under the following circumstances.

- A. Course Has Been Designated as Repeatable (per Title 5 sections 55000, 55040(b)(1), 55041).** Credit courses are not allowed multiple enrollments unless they meet one of the following exceptions:

### MiraCosta Community College District

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Effective Date:	5/5/09, 4/20/10, 4/24/12, 8/13/13, 8/12/14, 9/1/15, 6/21/18, 6/8/23, 4/04/24
Periodic Review:	4/21/22
References:	Title 5, §§55023, 55024, 55040 – 55043, 55045, 55253, 56029, 58161
CCLC Update:	#30, 4/17; #29, 10/16; #27, 10/15; #23, 10/13; #32, 4/18
Steering:	CPC / AS



1. If a UC or CSU campus requires a specific unit amount for a major preparation course, the course can be repeated by any student to meet that unit requirement.
2. Intercollegiate athletics courses may be repeated up to three times. An intercollegiate athletics course is a course in which a student athlete is enrolled to participate in an organized competitive sport sponsored by the district or a conditioning course that supports the organized competitive sport.
3. Intercollegiate academic or vocational competition courses may be repeated up to three times. Such courses must be necessary for participation in nonathletic competitive events between students from different colleges that are sanctioned by a formal collegiate or industry governing body. Participation in the event must be directly related to course content and objectives.

When a course is repeated under the repeatable course provision, the grade received each time shall be included for purposes of calculating the student's grade-point average.

- B. Repetition to Meet a Legally Mandated Training Requirement (per Title 5 sections 55000, 55040(b)(8)).** A legally mandated training course is a course that is required by statute or regulation as a condition of paid or volunteer employment. A student may repeat a course to meet a legally mandated training requirement for credit any number of times; however, the student must provide the Admissions and Records Office with certification or documentation of the mandated training each time.

When a course is repeated to meet a legally mandated training requirement, the grade received each time shall be included for purposes of calculating the student's grade-point average.

- C. Repetition Due to a Significant Change in Industry or Licensure Standards (per Title 5 section 55040(b)(9)).** A student may petition the Committee on Exceptions to repeat a course as a result of a significant change in industry or licensure standards such that repetition of the course is necessary for employment or licensure. Such courses may be repeated for credit any number of times.

When a course is repeated due to a significant change in industry or licensure standards, the grade received each time shall be included for purposes of calculating the student's grade-point average.

- D. Repetition to Alleviate Substandard Coursework (per Title 5 sections 55040(b)(2), 55042).** A student may repeat a nonrepeatable course in which they earned a substandard grade (less than C and including NP) at MiraCosta College or at any other accredited college or university.

1. If the student receives a satisfactory grade after repeating the course once, they may not repeat the course a second time under the repetition to alleviate substandard coursework provision.

2. If the student repeats the course and receives another substandard grade, they may repeat the course one additional time.
3. If upon the second repetition the student receives another substandard grade, they may not repeat the course a third time under the repetition to alleviate substandard coursework provision except by petition to the Committee on Exceptions.

Upon each repetition of a course to alleviate substandard coursework, the most recent evaluative grade earned will be computed in the student's cumulative grade-point average and annotated on the student's permanent academic record.

A student may alleviate up to two substandard grades for repetition of a repeatable course provided that no additional enrollments are permitted beyond the four-enrollment maximum established for repeatable courses.

In determining transfer of a student's credits, MiraCosta College will honor similar, prior course repetition actions by other accredited colleges and universities.

**E. Repetition Due to Significant Lapse of Time (per Title 5 sections 55040(b)(3), 55043).** A student may petition to the Committee on Exceptions to repeat a course in which they earned a satisfactory grade if it has been at least 36 months since the student took the course and one of the following:

1. The district has established a recency prerequisite for a course or program.
2. An institution of higher education to which the student seeks to transfer has established a recency requirement that the student will not be able to satisfy without repeating the course. Pursuant to petition, the student may be allowed to repeat a course where less than 36 months have elapsed if the student documents the repetition is necessary for his or her transfer to the institution of higher education.

When a student has exhausted the number of permitted repetitions in a repeatable course or enrollments within a family of courses, they may repeat each course only once due to significant lapse of time.

The student must submit a petition to the Committee on Exceptions with supporting documentation as appropriate when petitioning for repetition due to significant lapse of time. Grades awarded for courses repeated under the repetition due to significant lapse of time provision will not be counted in calculating a student's grade-point average.

**F. Repetition Due to Extenuating, Emergency, or Extraordinary Circumstances (per Title 5 sections 55040(b)(5), 55045).** A student may petition to the Committee on Exceptions to repeat a course based on a finding that the student's previous grade (whether substandard or passing) is, at least in part, the result of extenuating, emergency, or extraordinary circumstances. An emergency or extraordinary condition is an event that prevents the district from maintaining instruction for at least 175 days during a fiscal year (per Title 5

section 58146, subdivision (b)). Extenuating circumstances are verified cases of accidents, illness, or other circumstances beyond the student's control. The student must provide the Committee on Exceptions with supporting documentation as appropriate when petitioning for repetition due to extenuating, emergency, or extraordinary circumstances.

When course repetition is approved under this provision, the student's previous grade will be disregarded in computing the student's grade-point average.

**G. Repetition of Special Classes for Students with Disabilities (per Title 5, sections 55040(b)(7), 56029, 58161(c)(2)).** A student may repeat a special class for students with disabilities any number of times based on an individualized determination that such repetition is required as a disability-related accommodation for that particular student for one of the following reasons:

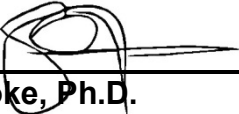
1. The student's continuing success in other general and/or special classes is dependent on additional repetitions of a specific special class.
2. The student needs additional repetitions of a specific special class as preparation for enrollment into other regular or special classes.
3. The student has an educational contract that involves a goal other than completion of the special class in question and repetition of the course will further achievement of that goal.

The district policy may allow the previous grade and credit to be disregarded in computing the student's grade-point average each time the course is repeated. In such a case, the student will be referred to Admissions and Records to file a petition with the Committee on Exceptions.

### **Enrollment in Work Experience Education and Internship Studies**

Students may earn a maximum of 14 units during one enrollment period (semester or summer session) in work experience education and internship studies (per Title 5, section 55253). The district may record all enrollments in work experience education and internship studies for apportionment (per Title 5, section 58161(f)(4)).



<b>Subject:</b> Board Policy 7340 – Leaves	<b>Attachment:</b> Board Policy 7340 – Leaves
<b>Category:</b> Board Policies – First Read	<b>Type of Board Consideration:</b> Information                  Consent                  Action
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf(miracosta.edu)"><u>mcc_mission_statement.pdf (miracosta.edu)</u></a>	<b>Institutional Goal Supported:</b> Goal 1                  Goal 2                  Goal 3                  Goal 4
	<b>Approved for Consideration:</b>  _____ Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

Board policies and administrative procedures receive periodic review. New board policies and revisions to board policies are presented to the board of trustees for review and approval.

**STATUS**

A review of edits to Board Policy 7340 – Leaves has been completed and approved by College Council. The policy is now presented as a first read by the board.

Administrative Procedure 7340 is provided for information only.

**RECOMMENDATION**

For information only.

The Board of Trustees may grant a leave of absence upon the request of an employee. The superintendent/president shall establish procedures for employee leaves as authorized by law and by any collective bargaining agreements entered into by the district. Such leaves shall include, but are not limited to:

- Illness or injury leaves for all classes of permanent employees (Education Code sections 87781 and [8819288191](#));
- Paid sick leave (Labor Code section 246);
- Vacation leave for members of the classified service, administrators, supervisors, and managers ([Education Code section 88197](#));
- Leave for service as an elected official [or steward](#) of a community college district public employee organization, or of any statewide or national employee organization with which the local organization is affiliated or leave for a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by the public employee organization (Education Code sections 87768.5 and 88210); [Government Code section 3558.8](#));
- Leave of absence [for permanent academic employees](#) to serve as an elected member of the [State](#) legislature (Education Code section 87701);
- Pregnancy leave (Education Code sections 87766 and 88193; Government Code section 12945);
- Leave to bond with a new child (Education Code sections [87780.1](#), [87784.5](#), [and 88196.1](#) and 88207.5);
- [Family care and medical leave \(Government Code sections 12945.1 and 12945.2\)](#);
- Use of illness leave for personal necessity (Education Code sections 87784 and 88207);
- Industrial accident and illness leave (Education Code sections 87787 and 88192);
- Bereavement leave ([Government Code section 12945.7](#) and Education Code sections 87788 and 88194);
- Jury service or appearance as a witness in court (Education Code sections 87035 and 87036);

Adoption Date:	11/16/10, 11/16/16
References:	Education Code §§87763 et seq., 87780.1, 88190 et seq., 88196.1 Labor Code §§245 et seq.
Reference Update:	4/20/17
CCLC Update:	#28, 4/16; #30, 4/17, <a href="#">#34, 3/19</a> ; <a href="#">#40, 4/22</a> , <a href="#">#42, 4/23</a>
Steering:	VPHR / N/A

- Military service (Education Code section 87700); and
- Sabbatical leaves for full-time permanent faculty, academic employees, and academic-administrators.

Vacation leave for members of the classified service, educational administrators and classified supervisors and managers are specified in their respective working conditions manual.

In addition to these policies and working conditions manuals, the board retains the power to grant leaves with or without pay for other purposes or for other periods.

An employee who has been on authorized leave of absence shall be reinstated to an appropriate position for which they are qualified, except an employee who has been on authorized leave of absence for one year or less, and whose position was filled by a temporary worker, shall be reinstated in the position they held prior to going on leave of absence, if the same position exists. No paid leave of absence shall be construed as a break in continuity of service required for employee classification or district benefits. The time during which the leave of absence is taken shall not be considered as employment.

See Administrative Procedures 7340, 7341, 7343, 7345, 7346, and 7347.

**Leave of Absence without Pay**

The Board of Trustees may grant a leave of absence without pay for any purpose.

The district may request a leave of absence without pay for an employee for any purpose.

An employee may request a leave of absence without pay for any purpose for a period not to exceed one year in up to six-month intervals, except as specified in policy related to parental leaves, subject to the following restrictions:

- A. Requests for leaves of absence without pay for thirty (30) days or less shall be submitted on or accompanied by a completed leave of absence without pay request form. Such requests may be allowed with the approval of the employee's supervisor and division vice president. Board action is not required.
- B. Requests for leaves of absence without pay for more than thirty (30) days shall be sent to the board for approval. Such requests shall be submitted on or accompanied by a completed leave of absence without pay request form indicating the department's support or nonsupport of the request.
- C. An employee absent due to illness must exhaust all paid leave to which they are entitled before a request for an unpaid leave of absence will be considered. Verification of the employee's inability to return to work from the employee's physician shall be required. A second opinion from a medical provider identified and paid for by the district may also be required. A written health clearance from an appropriate medical provider shall be required for return to duty with the district after completing an unpaid leave.

An employee who returns from an approved leave of absence without pay (except for extended illness as described above) shall automatically be entitled to all previously accrued but unused/unpaid sick leave and vacation. No sick leave or vacation shall be accumulated during such period of absence.

**MiraCosta Community College District**

Page 1 of 2

Effective Date:	11/16/10, 4/04/24
Periodic Review:	9/16/16
References:	Education Code §§87763 et seq., 88190 et seq. Labor Code §234, 245 et seq.
Reference Update:	4/15
CCLC Update:	#26, 4/15
Steering:	VPHR / N/A

### **Parental Leave**

Unpaid parental leave shall be granted for a maximum of twelve (12) months upon written request. Consideration will be given to granting an extension of the leave, if requested, until the beginning of the next school semester should the expiration of the twelve (12) months of parental leave occur during the school year.

### **Quarantine Leave**

An employee unavoidably absent from duty under quarantine imposed by order of any authorized health officer shall be paid regular salary for the period of absence without deduction from the employee's sick-leave account. A copy of the quarantine order showing its applicability to said employee must be provided to the Human Resources Department.

### **Bereavement Leave**

Every employee is granted three days leave of absence with full pay when the death of any member of the immediate family occurs. Additional days may be granted by the board. A member of the immediate family means mother, mother-in-law, father, father-in-law, grandmother, grandfather, spouse, domestic partner, son, daughter, brother, sister, or grandchild of the employee, or any relative living in the immediate household of the employee. The superintendent/president or designee may approve bereavement leave in other circumstances deemed to fit the spirit and intent of this policy.

Five days leave will be allowed when travel outside the state is required. Bereavement leave in excess of the authorized amount may be charged to personal necessity leave.



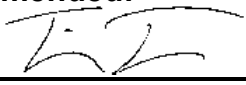

### **Jury Duty Leave**

An employee may be granted a paid leave of absence when called for jury duty. Employees will be paid at their regular rate of pay for time spent on jury duty. As employees of a public agency, fees paid by the court for jury service should be rejected; however, reimbursement for mileage may be retained. The jury time card must be submitted to the Payroll Department with the employee work/absence report (or B100 form), as applicable.

If absence for jury duty would seriously impair the operation of the college, the supervisor may request that the employee seek a postponement of the jury service.

An employee called for jury duty shall immediately report such notice to their supervisor and provide a copy of the jury summons to the Payroll Department. Classified employees should also see chapter (to be determined) in the Classified Employee Manual for other procedures.

Also see BP 7340 Leaves, AP 7341 Sabbaticals, AP 7342.3 Holidays – Classified, AP 7343 Industrial Accident and Illness Leave, AP 7344 Notifying the District of Illness, BP/AP 7345 Catastrophic Leave Program, AP 7346 Employees Called to Military Duty, AP 7347 Paid Family Leave, AP 7348 Accommodations, and the related collective bargaining agreements for applicable employee groups.

<b>Subject:</b>  Independent Citizens' Bond Oversight Committee Annual Report	<b>Attachment:</b>  <a href="#">2023 Independent Citizens' Bond Oversight Committee Annual Report</a>
<b>Category:</b>  Information Items	<b>Type of Board Consideration:</b>  Information                  Consent                  Action
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b>  Goal 1                  Goal 2                  Goal 3  Goal 4
<b>Recommended:</b>  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

The Independent Citizens' Bond Oversight Committee (ICBOC) was established on March 9, 2017, to carry out specific duties in relation to the district's Measure MM general obligation bond that was passed on November 8, 2016. As part of the committee's duties, an annual report must be prepared to present to the board in public session that shall include the following: a) a statement indicating whether the district is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and b) a summary of the committee's proceedings and activities for the preceding year.

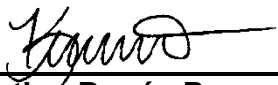

**STATUS**

The committee has prepared its fifth annual report covering the reporting period of January 1, 2023, through December 31, 2023, which includes the committee's proceedings and activities for the year. The ICBOC found the district was in full compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution.

**RECOMMENDATION**

For information only.



<b>Subject:</b> Instructional Services Division Report	<b>Attachment:</b> None
<b>Category:</b> College-Related Reports	<b>Type of Board Consideration:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Information</span> <span>Consent</span> <span>Action</span> </div>
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Goal 1</span> <span>Goal 2</span> <span>Goal 3</span> <span>Goal 4</span> </div>
<b>Recommended:</b>  <hr/> Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**School of Arts and International Languages** (Jonathan Fohrman, Eric Bishop, Matt Falker, Lauren Greenwald, Dave Massey, Olivia Quintanilla, Rosa Viramontes)

Ethnic Studies

The Ethnic Studies (ES) program was honored with an Exemplary Program Award by the ASCCC. On March 8, Ethnic Studies instructor, Olivia Quintanilla hosted a North County Higher Education Alliance (NCHEA) event at MiraCosta, which convened faculty to brainstorm about ways to build bridges between the programs. Quintanilla’s ETHN 100 class has also been invited to collaborate with the Race and Oral History Project at UCSD. Quintanilla will be working with the History Chair-at UCSD, Dr. Luis Alvarez, and the founder of UCSD’s Ethnic Studies program, Dr. Yen Spiritu. To foster wider community engagement the department has launched a speaker series. The first event was held on March 28 and featured an in-person conversation with Dr. Michael Bevacqua, founder of the Chamoru Studies program at the University of Guam. Bevacqua has been at the forefront of the Chamoru language revival and cultural renaissance. Events in April encompassed a variety of topics focused on navigating culture through poetry. Dr. Craig Santos Perez, who is associate faculty in ethnic studies at MiraCosta College, and who has just won the National Book Award will be facilitating. Other events include a talk by Dr. Keolu Fox from UCSD concerning the Indigenous Futures Lab, a talk and embroidery workshop by Claudia Biezunski-Rodriguez, a celebrated Chicana fashion designer.

Drama and Film

The drama program has recently concluded a sold-out production of the musical, *Anything Goes*, directed by Professor Tracy Williams. Several MiraCosta students were nominated to participate in this year’s Kennedy Center American College Theatre Festival Region 8 competitions. For Region 8, Patrick Bator was the winner for stage management, and Ryian Winchester won for sound design. Both are now national finalists who will be attending the national competition together with Professor Sean Fanning. Faith Romo and Luis Castro were both regional finalists in the Irene Ryan Acting Competition. Tyler Dean was also a regional finalist for scenic design, and Reace Pudvah was a regional semifinalist in the Irene Ryan



competition. Ryan Winchester also won a student choice award, and Angelica Dulan won an award for best actor in a new one act play. Finally, two MiraCosta associate faculty won San Diego Critics Circle Theatre Awards last month: Elan McMahon won the outstanding music direction award, and Gerilyn Brault won the outstanding lead performance in a musical.

The International Film Series continues, and Professors Phillip Boland and Billy Gunn are working with NCHCA colleagues to facilitate a North County film competition.

### Dance

On March 29, the program hosted a *High School Day of Dance*. Dance faculty and a guest artist offered six classes and a Q&A session. Dance forms covered included Modern, Jazz, Hip Hop, Latin, and Pacific Islands. In March, Dance Faculty Dave Massey and five of the dance majors attended the American College Dance Association festival in Ogden, Utah. Students took a variety of classes and performed nightly.

### Music

The MiraCosta College Chamber Choir, directed by Professor Arlie Langager, who was recently elected as President of the California Choral Directors Association hosted performances by winners of a competition held by the National Association of Teachers of Singing. On April 5 and 6, the Frequency Vocal Jazz Ensemble, directed by Music Faculty Matt Falker hosted the Oceanside Jazz Festival. The main event will feature an award-winning guest artist Laila Biali, as well as performances by the college's Frequency ensemble. MOJO, the college's jazz band, directed by Stephen Torok, started 2024 by performing at this year's Jazz Educator's Network conference in New Orleans.

### Art

This semester's Kruglak Gallery shows have included unique cross-disciplinary sculptural works by artist Kline Swonger. The art department is collaborating with high school art teachers in the College's service area with an exhibit featuring the faculty's work. The Annual Student Art Exhibit is scheduled for May 1-14, and the Art 295/Portfolio Class Student Art Exhibition from May 20-24.

### International Languages

In addition to experimenting with supplemental instruction, Japanese instructor, Emiko Kiyochi has hired Japanese language coaches, who work in the International Languages Resource Center/Lab, as well as volunteer native Japanese speakers to provide additional support with teaching a complex writing system to students, in and out of class. Currently, as part of the sister city relationship between Oceanside and Fuji, Kiyochi has arranged for native speakers in Fuji to be interviewed by her fourth semester JAPN 202 Japanese students. We are grateful for the support and assistance from the Fuji City Department of Education.

**School of Continuing and Community Education** (John Makevich, Bea Aguilar, Julie Cord, Erica Duran, Tricia Hoste, Linda Kurokawa)

### Community Education and Workforce Development

With support from the Lowe's Gable Grant award, the Technology Career Institute (TCI) has launched two new courses: a 250-hour electrician pre-apprenticeship course and an HVAC course of 322 hours of training.

MiraCosta's TCI was awarded five new grants that will cover tuition for recent high school graduates and students facing financial barriers and provide for the purchase of equipment for the TCI Makerspace and the Engineering Technician Program.

In recognition of the College's Uniquely Abled Academy - CNC Machining Technology program, MiraCosta Community Education was awarded an Excellence in Community Education Program Award at the Association for Community and Continuing Education (ACCE) annual conference in March 2024.

#### Continuing Education (Noncredit)

Katrina Tamura, associate faculty in noncredit ESL, was just awarded the prestigious Hayward Award from the Academic Senate for California Community Colleges (ASCCC). Katrina was honored for her dedication to teaching English language learners and for her leadership of *Expressions*, an annual publication of student work celebrated by the Community Learning Center.

MiraCosta College's noncredit ESL and Adult High School programs are partly supported with funding from the federal Workforce Innovation and Opportunity Act (WIOA). During the most recent Federal Program Monitoring (FPM) visit in March, the programs were commended for outstanding work in support of students, and there were no findings to report.

#### **Instructional Services and Library** (Zhenya Lindstrom, Michelle Ohnstad, Glorian Sipman)

##### Guided Pathways (GP)

In spring 2024, over 100 faculty, counselors, administrators, and staff participated in scheduling summits. Counseling panel discussions, scheduling survey findings presentation, and collaborative discussions about student scheduling values and principles and academic maps were the focus of the two summits.

In March 2024, a number of MiraCosta staff members attended the final California Guided Pathways (CAGP) Institute. The institute's guiding theme was creating sustainability and developing a path forward to continue college implementation efforts, including developing pathways to degrees that lead to high-wage careers, eliminating institutional barriers for disproportionate student populations, and ensuring equity. An emphasis was placed on strategies that develop staff capacity and succession planning and lead to student-centered transformation. Key takeaways from the institute included a need for embedding Guided Pathways in the work we do and the creation of strategic opportunities to share the successes of the Guided Pathways work.

The Racial Equity for Adult Credentials in Higher Education (REACH) Collaborative workgroup is supporting guided pathways efforts through the development of stackable certificate pathways that include noncredit to credit transitions in high-wage careers. The pathways are geared toward adult learners of color and embedded work-based learning opportunities. The workgroup has developed pathways in Bookkeeping and Early Childhood Education and conducted student focus groups and employer surveys to ensure these pathways are designed to meet student and industry needs.

##### Customer Relationship Management (CRM) Implementation

The TargetX team has focused on providing operational support, configuration updates, appointment scheduler exploration and comprehensive user training.

TargetX events conducted a comprehensive training session with over 30 participants. Since November, TargetX has been instrumental in managing 12 events across various departments and is being used to manage the 2024 Commencement.

### Academic and Career Pathways (ACP) Success Teams

In March, Instructional Faculty Liaisons (IFLs) from Math and Sciences and Health Sciences pathways collaborated with the Work-Based Learning (WBL) team to host the Health and Wellness Expo. This event hosted over 120 student and community members and provided students with the opportunity to meet employers and explore career opportunities in the Health Sciences pathways. The event included a 'Careers in Athletics' panel, which highlighted the diverse opportunities for students interested in sports marketing and management. Business and Technology and Creative and Applied Arts teams collaborated to host 'Coffee and Convos – Entrepreneurship in Arts and Technology'.

Additionally, the ACP teams from language, communications, and humanities and social and behavioral sciences teams collaborated to host the *Level Up* event, which included presentations to 65 students on the importance of education planning, ways that students can get involved on campus to bolster their resume and personal statements when applying for scholarships.

### Dual Enrollment

Dual enrollments continue to increase, with 1,036 enrollments for the 2023/24 academic year.

In addition to classroom presentations, faculty connections and orientations, the dual enrollment team held several events including a Dual Enrollment Registration Family Night for OUSD communities, the summer 2024 mandatory student orientation in May, Lunch and Learn Series on Medical Careers, and the San Dieguito Union High School District's (SDUHSD) College and Career Night. Additionally, establishing a consistent in-person presence continues by offering weekly college and career counseling services onsite at all three OUSD high schools.

In February 2024, the dual enrollment team collaborated with feeder districts on a Dual Enrollment Strategic Enrollment Management (SEM) Plan convening with 39 attendees including administrators, classified staff, counselors, and instructors from the college and local high schools.

The dual enrollment program was awarded \$36,720 by the City of Oceanside from Measure X funding to support paid internships for dual enrollment students from Oceanside and El Camino High Schools as well as Surfside Educational Academy. Funding included stipends to address individual student barriers related to transportation, technology, and professional attire, based on internship requirements and to aid a student's success.

### Library

The Library Operations team continues to collaborate with the Foundation and the Information Technology Services to secure funding for mobile hotspots and laptops for the Student Technology Loan Program. The Foundation was awarded \$15,000 via a grant from San Diego County, to fund mobile hotspots for the 2024/25 academic year.

Additionally, the Library developed a [guide on public performance rights](#) (PPR) to assist different MiraCosta departments and clubs looking to organize public film screenings to understand and navigate the process.

In support of the college's History and Heritage Month programming, the Library developed physical and online exhibits for [Black History Month](#), [Women's History Month](#), [AMEMSA+ History and Heritage Month](#), and [Asian Pacific Islander Heritage Month](#). In April, the Library is collaborating with Art Instructor Dean Ramos and art students to display acrylic paintings that

explore life and personal themes. The Library has continued outreach efforts by participating in the ACP Welcome event and the Veterans Service Resource Rundown event.

### **School of Nursing, Health and Wellness** (Danielle Lauria, Alison Phinney)

#### Certified Nursing Assistant

The Certified Nursing Assistant (CNA) program has achieved a 100 percent pass rate in both skills and written state exams, as well as 92 percent employment rate for students with employment goals, post-program completion. Ongoing support from the Rupe Foundation grant has provided essential resources, such as textbooks, workbooks, scrubs, medical devices, and covering state exam fees for the students.

#### Medical Administrative Professional

The Medical Administrative Professional (MA) program will be graduating 12 students at the end of the spring semester. All 12 are scheduled to take the National Healthcareer Association (NHA) national certification examination on May 23. Additionally, 15 students will be taking the NHA national certification exam for Certified Billing and Coding Specialist in June.

The MA program is encouraged by feedback from local high school students excited about the program and opportunities for pre-requisite dual/concurrent enrollment, and the college's TrueCare partnership grant. The MA program is anticipating a full cohort of 20 students will start the program in fall 2024. This is based on numerous outreach events, high school career and college day events, small group presentations with multiple local charter schools, and Oceanside Unified School District (OUSD) presentations and advisory meetings.

#### Licensed Vocational Nursing

The MiraCosta Licensed Vocational Nursing (LVN) program ranked #6 out of 119 programs in California according to *Practical Nursing*. The most recent NCLEX-PN passage rate (2022) was an impressive 94 percent. The 14-month full-time LVN program was implemented in June 2023 and will be graduating 18 students from the full-time program and 27 students from the part-time program on August 9. Additionally, the Board of Vocational Nursing and Psychiatric Technicians recently approved a preceptorship for both programs during their final clinical rotation. With the addition of the full-time program, the admission waitlist will be reduced, and the admission process will begin again in June 2025. Lastly, the department will be adding a full-time LVN faculty member in fall.

#### Registered Nursing

The December 2023 RN graduating class exhibited a remarkable 90 percent pass rate on the NextGen NCLEX nursing licensure exam. Additionally, a new dual enrollment program with Point Loma Nazarene University was established, allowing MiraCosta RN students to pursue coursework for their bachelor's in nursing concurrently with PLNU's program, and receive financial aid. The start date for this program is summer 2024.

In a review of employment rates for academic year 2022/23, 84 percent of associate degree in nursing graduates are working as a Registered Nurse. Of these same graduates, 30 percent reported working on their Bachelor of Science in Nursing (BSN). The RN pinning ceremony will be held on May 23 at 4pm in the Theater (OC 2001).

### **School of Letters, Humanities and Communication Studies** (Russell Waldon J.D., Robert Bond, Maria Figueroa, Mary Gross, Delores Loedel, Tyrone Nagai)

To support student success, ongoing work to ensure compliance with AB 1705 in the Letters Transfer, Letters Pre-Transfer, and English as a Second Language departments has intensified this academic year. One component of this is collaboration with the Writing Center to embed additional tutors in English 100 courses.

### San Elijo Campus

A new student-centered scheduling pilot will be implemented for the San Elijo Campus for fall 2024. The new schedule will facilitate completion. For those programs offered at San Elijo, students will be able to start and complete their education plans by taking all required on-ground classes at San Elijo.

The San Elijo Campus is busy hosting community events. Every month, the Encinitas Chamber of Commerce hosts its Rising Start event, which honors exceptional high school scholars from SDUHSD. On March 2, the Cardiff Farmers Market celebrated its one-year anniversary of holding the event at San Elijo. On March 20, the campus cohosted a town hall meeting for Senator Catherine Blakespear, focusing on the fentanyl crisis. For the second year in a row, on April 11, the San Dieguito Union High School District (SDUHSD) held its College and Career Fair, and on May 11, the Encinitas Chamber of Commerce will host its Job Fair.

### Honors Scholar Program

This academic year, the Honors program continued its practice of university visits and campus introductions by taking students to UCLA and UCSD this academic year.

On May 16 and 17, Honors will hold the spring 2024 OMNI event at the Oceanside and San Elijo campuses and via Zoom. Each student presenter will participate in a live question and answer period at the end of their presentation.

On April 20, more than a dozen students and a few mentors were accepted to attend the Honors Transfer Council of California conference that's being held at the University of California, Riverside to present on topics ranging from "How did Labor Unions Rise through the Great Depression?" to "Ciprofloxacin- An Antibiotic Derivation and Antimicrobial Study". On May 14, Honors students will attend the 14<sup>th</sup> Annual Honors Research Symposium at Stanford University.

**School of Mathematics and Sciences/Learning Centers** (Dr. Mike Fino, Kristine Arquero, Suzie Bailey, Lisa Fast, Bruce Hoskins, Dominique Ingato, Lynne Miller, Erika Peters, Leila Safaralian, Tyrone Nagai, Amy Paopao, Jessica Perez-Corona, Terri Quenzer, Theresa Romano, Keau Wong)

### Mathematics

In March, MiraCosta hosted the HWY 78 MATH Fields Day competition for algebra through calculus competitions. The event involves the 78 corridor higher education partners – MiraCosta, Palomar, and CSU San Marcos. The event included more than 60 students.

### The Learning Centers

The leadership team and the Learning Center (LC) employees continue to evolve and refine their operational approaches to best serve students. The goal: Every student receives academic support and/or engages with the LC at least twice during their academic journey at MiraCosta College. This goal will also serve as the basis to identify more granular goal setting around key performance indicators.

The LC featured faculty-curated profiles of impactful women for Women's History Month. These profiles included Reyna Grande (writing), Maryam Mirzakhani (math), and Emmanuelle Charpentier and Jennifer A. Doudna (chemistry).

### MESA Program

On February 23, MESA accepted an inaugural 19 students through the first MESA Student Orientation. The students include declared majors in: Computer Science, Electrical Engineering, Mathematics, Biochemistry, Mechanical Engineering, Biology, Computer Engineering, Structural Engineering, and Biology. Their transfer aspirations include UC Berkeley, UC Irvine, UC San Diego, San Diego State University, UCLA, and Cal Poly San Luis Obispo. Students are currently receiving counseling and tutoring support in the MESA Center. On March 15, MESA Director, Jessica Perez-Corona and Academic Services Coordinator, Theresa Romano accompanied five MESA students to the SDSU College of Engineering Open House. In April, MESA began recruiting students for fall 2024.

### Bioscience Workforce Development HUB Grant Activities

#### *National Science Foundation (NSF)*

In October 2023, the NSF Experiential Learning for Emerging and Novel Regional Biomanufacturing Work-Based Learning (WBL) Project grant was awarded to MiraCosta College. The project team is planning WBL projects with three additional colleges and local employers and is currently accepting student applications. In June 2024, at least sixteen students will be placed into 400-hr, 10-week industry internships or apprenticeships beginning.

In October 2023, MiraCosta was also awarded the NSF Advanced Technological Education Expanding Hands-On Biotech and Biomanufacturing Experience for Diverse Student Populations grant. The project team is planning training and developing workshops that enable California community college biotech faculty to train community college biotech students to gain manufacturing experience by producing biotech lab kits while incorporating quality, good manufacturing practices (GMP), and documentation for use in local high school biotech labs.

#### *California Apprenticeship Initiative (CAI), California Community College Chancellor's Office (CCCCO)*

The HUB has received five apprenticeship and pre-apprenticeship grants from the California Chancellor's Office. These grants, totaling more than \$4 million provide hands-on training opportunities for students in the fields of food safety regenerative medicine and medical laboratory technology.

#### *California Institute of Regenerative Medicine (CIRM)*

The COMPASS grant has serviced 13 scholars for year one activities at multiple host laboratories (Open Biopharma, ServareGMP, Allele Biotechnology). For year two, the program anticipates supporting an additional 10-12 students for summer and fall 2024 activities.

#### *Strada Education Foundation*

The Strada Employer and Community College Partnership (ECCP) grant has supported work-based learning infrastructure with the college's partners at Open Biopharma Research and Training Institute. Starting in summer 2023, the grant supported nine positions for MiraCosta Biomanufacturing students, over fifteen positions for MiraCosta students are anticipated for summer 2024 and beyond.

#### *San Diego Foundation STEM*

So far, the grant has serviced 14 student interns for funded work-based learning experiences. Internally, the grant has funded the MCC Science and Lab Skills Advancement (SALSA) program for internal campus-based lab positions in Chemistry and Biotechnology. Externally, the grant has funded student salaries with partnering sector employers.

**School of Career Education** (Dr. Al Taccone, Megan Allison, Karl Cleveland, Claudia Flores, Ruben Gomez, Steve Isachsen, Paul Katson, Casey McFarland, Annie Ngo, David Parker, Catherine Walker)

#### Small Business Development Center

The Small Business Development Center (SBDC) Strategic Plan 2023-2025 summary includes 156 total students engaged in concept development, starting a business, developing a business plan, and accessing capital.

The SBDC presents to MiraCosta College departments, programs and classes on drone pilot and technician program with FAA certification, LLC workshops for veterans, SDICCCA colleges and regional consortium, and San Diego Unified High School District career nights.

March 20 was *SBDC Day*. The SBDC was officially recognized by both the City and County of San Diego. This special day focused on celebrating the contributions of the San Diego and Imperial Valley SBDC Network.

#### Veterans Business Outreach Center (VBOC)

VBOC accomplishments as of the third quarter of the 2024 fiscal year include over 148 events that trained more than 3700 participants. More than \$1 million in Small Business Administration (SBA) and non-SBA loans supported by VBOC business start-ups.

#### Automotive Technology

Besides the long-standing Nissan North America partnership, the department has added industry partner specific training modules to its curriculum:

- Honda/Accura
- Mercedes-Benz
- Subaru
- BMW

#### Child Development

The Child Development Department has embarked on an educational collaboration with the Child Care Providers United (CCPU) Training Fund. This collaboration provides CCPU participating family childcare providers with twelve units of child development courses offered 100 percent in Spanish with their full tuition and fees reimbursed. These classes are being offered to a cohort of CCPU participants starting spring 2024.

The Child Development Department is a proud provider of the path to becoming a Transitional Kindergarten (TK) Teacher. To be a TK teacher in the state of California, one must hold a teaching credential with 24 units of Early Education/Child Development course. All MiraCosta College child development courses meet the requirements to fulfill these 24 units.

#### Computer Studies and Information Technologies

New certificate of achievement and associate degree in artificial intelligence (AI) pathway was featured on CBS 8 San Diego News and Fox 5 San Diego news. CSIT instructor, Rick White and students from Club IT were featured and shared program components along with the interest in pursuing this pathway that will address demand in a variety of industries.



### Administration of Justice

The department will be hosting a professional business etiquette dinner in April. At this business dinner, students will be provided with mentoring/coaching by a consultant. Additionally, students will engage faculty and industry partners and practice their acquired skills gained during the resume and mock interview workshops further reinforcing their newly gained skills. The department was awarded 40 laptops and charging carts from Perkins funds that will be utilized in the administration of justice students who lack these resources and to support in-class collaborations for all administration of justice courses.

### **Career Education** (Benjamin Gamboa, Donna Davis, Nina Lovejoy, Amy Pimentel)

MiraCosta College received two grants totaling \$1,599,000 in funding for apprenticeship program development. The first grant will engage faculty in the development of credit for prior learning processes that allow biotechnician apprentices to earn lower and upper divisional credit toward MiraCosta's baccalaureate degree in biomanufacturing. This grant has three main goals: 1) increase access for more students to earn a bachelor's degree, 2) decrease students' time to completion, and 3) ensure students earn a living wage while learning. The second grant will create new apprenticeships in high-wage, high-demand occupations such as software developers, cybersecurity analysts, and digital marketers. These new programs aligned to existing MiraCosta programs will provide high-wage income to 150 students over the next three years while in school.

High school articulation credit by exam continues to expand college credit attainment to high school students. So far in 2023/24, about 4,800 high school students have already enrolled in a participating high school CTE course across eight districts and 18 high schools with 660 of those students already earning college credit in the fall term.

### Career Studies and Services

The Career Center welcomed two new associate career counselors, NuTerrie Hawthorne and Iris Ayala-Swindell, to increase access to career development for disproportionately impacted students—in particular, students with disabilities and students who are Black, Latinx, and/or adult learners. In addition to meeting students, Hawthorne offers workshops, field trips, and other extra-curricular learning opportunities for these students. Ayala-Swindell is collaborating with ACP leadership, success teams, and academic counselors to provide specialized career exploration support and workshops.

The Employment Services team has fully implemented the Learning Aligned Education Program (LAEP), which provides paid internship experiences for students receiving financial aid. LAEP is intended to support both employers and students by reimbursing a portion of the interns wages. Students can also work on campus with faculty in student research positions. In just its first year, LAEP has placed 36 students in positions on and off campus. There are currently 11 external employers and campus departments seeking LAEP interns with that number growing weekly.