



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

REGULAR MEETING
4 P.M. – THURSDAY – JULY 21, 2022

[ZOOM Webinar Access](#)

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[How to Provide Public Comment](#)

AGENDA

- I. CALL TO ORDER
- II. FLAG SALUTE / ROLL CALL
- III. TELECONFERENCING OF MEETINGS (Action Required)
 - A. Approve Continued Observance of Resolution No. 4-21/22 Authorizing Teleconferencing for Meetings Pursuant to AB 361
- IV. APPROVE MEETING MINUTES
 - A. Special Meeting/Closed Session of June 16, 2022
 - B. Board Workshop of June 16, 2022
 - C. Special Meeting of June 23, 2022
 - D. Regular Meeting of June 23, 2022
- V. PUBLIC COMMENT ON ITEMS ON AND NOT ON THE AGENDA

PLEASE NOTE: In accordance with AB 361, board meetings will continue to be conducted in an online format. Members of the public may access the meeting at the link above, and may request to make public comments by using the “raise your hand” feature at the bottom of the webinar screen. Written comments to the board will not be read aloud during the meeting. Instead, a copy of written comments will be provided to each of the trustees. All public comments must continue to adhere to the Decorum outlined below. Specific instructions on how to provide public comment during a Zoom board meeting can be accessed at the link above.

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.

VI. CHANGES IN AGENDA ORDER

VII. PRESENTATIONS

- A. Impact of Federal CARES Act Higher Education Emergency Relief Fund (HEERF)
- B. Meeting Students' Basic Needs Through Emergency Grants and Rental Assistance

VIII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
- B. Approve 2022/2023 Legal Services
- C. Approve MiraCosta Community College District Confidential Employee Working Conditions Manual
- D. Approve Health Services Salary Schedule for Hourly and Professional Expert Positions
- E. Approve Reclassification of Existing Position
- F. Approve Correction to Professional Expert Employment Contracts
- G. Approve JPA Insurance Renewal 7/1/22-7/1/23 and District Insurance Schedule
- H. Ratify Student Accident Insurance Renewal
- I. Approve Adult High School Graduates
- J. Approval of Employee Travel
- K. Approve Purchase for AV/IT Equipment for OCN New Allied Health Project and OCN Student Services Project
- L. Approve OneSource Virtual Contract Value Increase
- M. Approve Agreement for Wide Area Network Services with Wilcon Operations, LLC (Crown Castle)
- N. Approve Award of RFP #08-21 for Drivers Training Program
- O. Ratify and Approve Contracts and Purchase Orders

IX. ACTION ITEMS

- A. Authorize Vice President, Administrative Services to Approve Guaranteed Maximum Price (GMP) and Execute Change Order to the Design Build Contract for Oceanside New Arts Media Building Project Memorializing Same
- B. Authorize Vice President, Administrative Services to Approve Guaranteed Maximum Price (GMP) and Execute Change Order to the Design Build Contract for Oceanside Chemistry and Biotechnology Building Project Memorializing Same

X. PERIODIC REVIEW – BOARD POLICIES (Action Required)

- A. Board Policy 3260 – Energy and Sustainability
- B. Board Policy 3310 – Records Management
- C. Board Policy 3720 – Computer and Network Use

XI. SECOND READING – BOARD POLICIES (Action Required)

- A. Board Policy 5055 – Student Enrollment Limitations and Priorities
- B. Board Policy 7400 – Employee Travel

XII. FIRST READING – BOARD POLICIES (No Action Required)

- A. Board Policy 3261 – Energy Conservation

XIII. INFORMATION

- A. 2022/23 Board Goals

XIV. COLLEGE-RELATED REPORTS

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


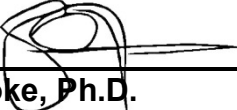
XV. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

XVI. ADJOURNMENT

UPCOMING MEETING
4 p.m. – August 18, 2022
Regular Meeting

Board meetings are normally held in meeting rooms that are accessible to those with mobility disabilities, however, an executive order issued on 3-18-20 by the Governor of California indicated that the requirements for having a physical space for meetings has been waived due to the coronavirus (COVID-19). Additionally, with the passing of AB 361, meetings will be held remotely until further notice. If you wish to attend the meeting and/or if you have another disability requiring special accommodation, please contact Julie Bollerud, executive assistant to the superintendent/president, at 760.795.6610 or by email at jbollerud@miracosta.edu. The California Relay Service (CRS) is available by dialing 711, or 1-800-735-2929 or 1-800-735-2922.

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.

Subject: Approve Continued Observance of Resolution No. 4-21/22 Authorizing Teleconferencing for Meetings Pursuant to AB 361	Attachment: Resolution No. 4-21/22 Authorizing Teleconferencing for Meetings Pursuant to AB 361
Category: Action Items	Type of Board Consideration: Information Consent  Action
	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

On March 4, 2020, Governor Gavin Newsom declared a State of Emergency to enable state and local agencies to more effectively respond to the threat of COVID-19. ON March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which extended the provisions of Executive Order N-29-20’s authorization for holding virtual meetings, with an expiration date of September 30, 2021. On September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions.

STATUS

In an effort to safeguard the health of our students, employees, and community members, and in an effort to provide greater access to meetings of the board of trustees, the board adopted MiraCosta Community College District Resolution No. 4-21/22 on October 21, 2021. This resolution declared emergency conditions exist throughout the district campuses and facilities as a result of the continued State of Emergency under Government Code section 54943. The board continues to be provided regular updates on this matter.

RECOMMENDATION

Approve continued observance of Resolution No. 4-21/22 – authorizing teleconferencing for meetings pursuant to AB 361 as stated above. The result of this action will be recorded in the meeting minutes.

MIRACOSTA COLLEGE COMMUNITY DISTRICT

RESOLUTION NO. 4-21/22

**RESOLUTION TO IMPLEMENT TELECONFERENCING REQUIREMENTS
DURING A PROCLAIMED STATE OF EMERGENCY**

WHEREAS, the Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings;

WHEREAS, the Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so;

WHEREAS, on March 17, 2020, in order to address the need for public meetings during the present public health emergency, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order No. N-8-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and

WHEREAS, these Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and

WHEREAS, the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361) on September 16, 2021; and

WHEREAS, AB 361 amended the Brown Act so that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and

WHEREAS, Government Code section 54953 requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing.

NOW THEREFORE, the legislative body of the District hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true and correct and incorporates them by this reference.
2. The Board of Trustees of the MiraCosta Community College District finds, by a majority vote, the following:
 - a. That there exists a proclaimed state of emergency;

AND either:

- b. The Board is meeting for the purpose of determining one of the following, or more than 30 days have passed since the Board met and determined one of the following, and the Board now re-determines one of the following:
 - i. As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

- ii. State or local officials have imposed or recommended measures to promote social distancing; OR

OR

- c. This Board has made the determination set forth in subdivision (b), above within the last 30 days and now makes the following determination:
 - i. The Board has reconsidered the circumstances of the state of emergency;
AND
 - ii. Any of the following circumstances exist:
 - 1. The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - 2. State or local officials continue to impose or recommend measures to promote social distancing.
- 3. The District's superintendent/president or their designee is authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code section 54953.
- 4. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Trustees of the MiraCosta Community College District, this 21st day of October, 2021, by the following vote:

AYES:	7	Broad, Cassar, Fischer, McNeil, Merchat, Pedroza, Simon
NOES:	0	_____
ABSTAIN:	0	_____
ABSENT:	0	_____

CERTIFICATION

I hereby certify, on this 21st day of October, 2021, that the foregoing document is a true and correct copy of the Resolution To Implement Teleconferencing Requirements During a Proclaimed State of Emergency by the Board of Trustees] of MiraCosta Community College District at its meeting on October 21, 2021.

By:  _____

Secretary to the Board of Trustees
MiraCosta Community College District



**MIRACOSTA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

**One Barnard Drive, Oceanside, CA
Zoom Conference**

MINUTES OF SPECIAL MEETING/CLOSED SESSION

**JUNE 16, 2022
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in a special meeting/closed session on Thursday, June 16, 2022, via Zoom conference. President Anna Pedroza called the meeting to order at 2:04 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
Bill Fischer	Anna Pedroza
George McNeil	Jacqueline Simon

Others present:

Superintendent/President Sunny Cooke
Vice President Charlie Ng
Legal Counsel Felicia Amenta
Legal Counsel Joshua Goldsmith

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

None.

IV. DECLARE NEED FOR CLOSED SESSION

At 3:04 p.m., the board announced the need to enter closed session, along with legal counsel, 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,
Vice President, Human Resources Charlie Ng

Employee organizations: All

B. Conference with Legal Counsel

(Pursuant to Government Code section 54956.9(d)(2))

Anticipated Litigation, Number of Potential Cases: 3

- JPA PL 22-05683
- JPA PL 20-05413
- JPA WC-19027122

C. Employee Discipline/Dismissal/Release, Number of Potential Cases: 3
(Pursuant to Government Code section 54957)

D. Public Employee Performance Evaluation
(Pursuant to Government Code section 54957)
Title: superintendent/president

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

At 3:36 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,
Vice President, Human Resources Charlie Ng
Employee organizations: All

No action taken.

B. Conference with Legal Counsel
(Pursuant to Government Code section 54956.9(d)(2))
Anticipated Litigation, Number of Potential Cases: 3

- JPA PL 22-05683
- JPA PL 20-05413
- JPA WC-19027122

No action taken.

C. Employee Discipline/Dismissal/Release, Number of Potential Cases: 3
(Pursuant to Government Code section 54957)

No action taken.

D. Public Employee Performance Evaluation
(Pursuant to Government Code section 54957)
Title: superintendent/president

Direction given.

VI. ADJOURNMENT

The meeting adjourned at 3:36 p.m.

MINUTES APPROVAL:

Anna Pedroza
Board President

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



**MIRACOSTA COMMUNITY COLLEGE DISTRICT
ONE BARNARD DRIVE — OCEANSIDE, CA**

MINUTES OF REGULAR MEETING/WORKSHOP

**JUNE 16, 2022
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in a regular meeting/workshop on Thursday, June 16, 2022, both in-person and via Zoom conference. President Anna Pedroza called the meeting to order at 4:02 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
William Fischer	Anna Pedroza
George McNeil	Jacqueline Simon

Superintendent/President Sunita V. Cooke
Vice President Tim Flood
Vice President Charlie Ng
Denée Pescarmona
Wendy Stewart

III. TELECONFERENCING OF MEETINGS (Action Required)

A. Approve Continued Observance of Resolution No. 4-21/22 Authorizing Teleconferencing for Meetings Pursuant to AB 361

By motion of Trustee McNeil, seconded by Trustee Fischer, the board adopted Resolution No. 4-21/22 authorizing the continued teleconferencing of meetings pursuant to AB 361.

Vote: 6/0/0
Aye: Cassar, Fischer, McNeil, Merchat, Pedroza, Simon
Abstentions: None
Absent: None

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

None.

V. CHANGES IN AGENDA ORDER

None.

VI. ACTION ITEMS

A. Adopt Resolution No. 20–21/22 in Observance of Juneteenth as a MiraCosta College Holiday

By motion of Trustee Simon, seconded by Trustee McNeil, the board adopted Resolution No. 20 – 21/22 in observance of Juneteenth as a MiraCosta College holiday.

Vote: 6/0/0
Aye: Cassar, Fischer, McNeil, Merchat, Pedroza, Simon
Abstention: None
Absent: None

VII. WORKSHOP

A. Fiscal Year 2024-28 Five-Year Capital Construction Plan Workshop

Vice President of Administrative Services Tim Flood, as well as Facilities Director Tom Macias and Kitchell Capital Project Manager David Dunn, provided an overview of the Five-Year Capital Construction Plan. Flood reminded trustees of the Capital Improvement Program values guiding all projects to ensure the needs of the District and values of the Board are kept at the forefront.

Flood noted that 45 Facilities Master Plan projects are in process across the college sites, of which 29 are currently active, 11 have been completed, and 5 have yet to be started. A total of \$228 million has been committed to the projects. He noted the unprecedented escalation (24-25 percent increase) in the cost of construction, supply chain issues, labor shortages, along with changes in state regulatory requirements, has had a tremendous impact on projects. This has resulted in placing a hold on several site projects across the campuses. Flood noted the focus remains on those buildings that require students to attend in person, like classrooms, labs, and the gym. New buildings also focus on areas of growth such as STEM, healthcare, and student supports. Bringing people who have been housed in temporary buildings into permanent spaces is also a priority. The 2024-28 Five-Year Capital Construction Plan Project budgets have been updated to reflect the increased construction costs, but continued escalation and material shortages could result in further increases of project budgets being required. Additional projects have been identified that can be tackled when funding becomes available. An additional 17 Facilities Master Plan projects have been identified; however, funding has not been allocated to them. These shifts in priorities and funding needs have been thoroughly discussed with Budget Planning Council (BPC) and also the Independent Citizens Bond Oversight Committee (ICBOC).

Facilities Director Tom Macias provided an overview of the projects at the Community Learning Center. To date, three of the five projects (monument sign, the new Student Services Building, and demolition of the Arby's Building) are completed. The fourth project (Building 100/200 Classrooms and Office Renovation) is expected to be completed this summer. The fifth project (parking lot renovation and Building C demolition) has been delayed due to need for space and funding, as discussed above.

Of the 13 planned projects at the San Elijo Campus, six are completed (Student Services and Administration Building, swing space, and renovations of Buildings 200, 300, 500, and 600), four projects are in close-out phase (renovations to Buildings 100, 400, and 900, as well as the underground utilities renovation and miscellaneous enhancement projects). Building 700 (maintenance building) scheduled maintenance infrastructure upgrades are in the design phase. The Central Quad, landscape, B800 demo, and the monument sign projects are on hold due to need for space and funding as discussed, above.

Dr. Cooke noted that unanticipated changes have occurred that have led to the need to preserve some of our buildings that initially were planned for demolition. For example, the TCI's Brew Tech Program was recently moved out of the City of Oceanside's Landes Park Center and may be relocated to the former Administration Building at the San Elijo Campus.

Kitchell's David Dunn provided some highlights of the completed projects on the Oceanside Campus, including the Athletic Field and new Parking Lot 5A, which is now open for use. The new Student Services Building project, the new Health and Wellness Hub, and the renovation of the Administration building (B1000) are currently under way. Many more projects, like the new Chemistry and Biotech Building, the Library renovation, and the new Arts Media Building are in the design stage.

Dr. Cooke noted that some of the building space that has been used by Student Services (Buildings 3000-3700) will be vacated once the new Student Services Building is completed. Some of that vacated space will be used to create the Communication Hub, and Student Equity Village project. Dr. Wendy Stewart gave further background about providing inclusive spaces for our students, a request that has been voiced by our students for a number of years. The plan is to include a La Raza Center, Black Resource Center, Dreamer Center, and LGBTQIA+ Center. Plans also include space for our Academic Success and Equity (ASE) Programs, which include Mana, Umoja, Puente, Transitions, and LGBTQIA+ programs, along with ASE hubs within the centers already mentioned.

Board members addressed questions with the superintendent/president and provided input in anticipation of being asked to approve the plan and before the submission of the plan to the Chancellor's Office by August 1, 2022.

B. Fiscal Year 2023 Tentative Budget Workshop

Vice President of Administrative Services Tim Flood provided an overview of the FY2022/23 tentative budget. He reviewed the assumptions for FY2021/22 and the Measure MM Bond fund status. Flood presented a balanced budget for the upcoming fiscal year, and he indicated the budget shaped up better than expected. He noted that property tax revenues for 2021/22 came in at 4.5 percent, slightly higher than the 3.9 percent projected in the 2021/22 adopted budget, which was positive news. The tentative budget projects MiraCosta will end fiscal year 2021/22 with revenues slightly exceeding expenses.

CARES funding was helpful in augmenting areas such as instructional equipment and technology hardware and software. It also supported revenue backfill for those areas where we would have taken a loss due to the pandemic. CARES funds are almost fully expended, so they will not be available in the upcoming 2022/23 fiscal year. The district will continue to add to Fund 41 when possible, which will help augment the costs of needed facilities projects. In fact, the district has been moving funds when possible into Fund 41 over the last five years for this very purpose. The board looked back at budget directives and priorities for FY2021/22 and reviewed board directives and priorities for FY2022/23.

Flood reviewed the Governor's May Revise for FY2022/23. Looking forward to the landscape for 2022/23, Flood noted the state's budget includes one-time funds, some of which will benefit MiraCosta, as well as part time faculty health

insurance. Flood reviewed the board's budget directives and how they align with college goals. Dr. Cooke added that the community and student needs are shifting and this is particularly acute at the San Elijo Campus, which has been closed for construction and Covid as well. In an effort to revitalize that campus, the board has directed the use of market research and so we will identify a firm to survey students and hold forums, so we make sure we are serving the needs of that community. This will require some additional budget so, prior to the board adopting the budget at the June 23 board meeting, a cost estimate of this marketing effort will be provided to the board to support this board directive.

Projected revenue increases driven by property taxes are estimated at a 6.2 percent increase for the upcoming year. Some revenue declines are expected in FY2022/23, mostly due to lower enrollments, the corresponding student fees, and the loss of CARES dollars that helped us over the last couple of years. Increased costs in a number of areas, including with CalSTRS (from 16.92 percent to 19.1 percent), CalPERS (from 22.9 percent to 26.1 percent), and health care continue to be monitored. We are being mindful of new hires and replacement hires, since these are long-term commitments, especially during a time when enrollments continue to decline. Dr. Cooke added the Executive Management Team has robust conversations to justify hires, for both new and replacement positions.

Board members addressed questions and provided input in preparation for being asked to approve the tentative budget on June 23, 2022.

C. Student Success Metrics Report

Dean of Research, Planning, and Institutional Effectiveness Chris Tarman provided an overview of student success, including leading and lagging indicators. He reviewed the California Chancellor's Office Vision for Success metrics, the ACCJC Institution-Set Standards, and Guided Pathways (GP) metrics. Data shows that MiraCosta is above the target on all of the metrics for this past year. We're seeing some movement in the outcomes resulting from our GP work and AB705 work, which is positive. Dr. Cooke added that, even with Covid over the last couple of years, the number of our students who graduated was up. That could change, however, resulting from the lower enrollments that we are experiencing now. The metrics around our ACCJC-set standards are fairly flat, however we have increased the number of bachelor degrees.

Wendy Stewart provided some information about support provided by Academic Career Pathway teams and seasoned counselors. Additionally, three full-time counselors were hired to focus specifically on supporting students in our Academic and Career Pathways (ACPs). Counseling appointments were added on evenings and Saturdays, which is helping students, and more visual guides have been implemented so students can more easily understand how to map out their academic journey.

Tarman noted this specific cohort of students finished their high school years during Covid and then started attending college during Covid. He encouraged the board to keep this in mind, as it will likely impact outcome data. He noted that from fall to spring, persistence rates for older students (30 years old and over) and Black/African American students decreased, particularly for those who

are financially disadvantaged. Tarman will provide another update on the Guided Pathways leading and lagging indicators in the fall semester.

Cooke added the Chancellor's Office data shows some startling data for California community colleges. As a whole, one third of the approximately two million students statewide don't persist from the first to a second semester, and 84 percent of students who attended for four years still have not earned a degree. Although we always have work to do, MiraCosta is doing well compared to the state numbers; 27 percent graduate in 3 years from MiraCosta versus 13 percent statewide. We can work to improve these outcomes with Guided Pathways, Equity, and support services, as well as our Futures work.

VIII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

None.

IX. ADJOURNMENT

The meeting adjourned at 6:07 p.m.

MINUTES APPROVAL:

Anna Pedroza
Board President

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



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

MINUTES OF SPECIAL MEETING

**June 23, 2022
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, June 23, 2022, both in-person and via Zoom conference. President Anna Pedroza called the meeting to order at 3:42 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
William Fischer	Anna Pedroza
George McNeil	Jacqueline Simon

Administrators present:

Superintendent/President Sunny Cooke
Vice President Wendy Stewart

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

None.

IV. PROCESS DISCUSSION

V. CANDIDATE INTERVIEW

A. The board interviewed candidate Raye Clendening.

VI. VOTING

Board members agreed to appoint Raye Clendening as Area 6 Trustee.

VII. ACTION ITEM

A. Appoint New Trustee for MiraCosta Community College District Area #6
By motion of Trustee Cassar, seconded by Trustee McNeil, the board appointed Raye Clendening as Area 6 Trustee.

Vote: 6/0/0

Aye: Cassar, Fischer, McNeil, Merchat, Pedroza, Simon

Abstentions: None

Absent: None

VIII. ADJOURNMENT

The meeting adjourned at 3:54 p.m.

MINUTES APPROVAL:

Anna Pedroza
President

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



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

MINUTES OF REGULAR MEETING

**June 23, 2022
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, June 23, 2022, both in-person and via Zoom conference. President Anna Pedroza called the meeting to order at 4:06 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
Raye Clendening	Anna Pedroza
William Fischer	Jacqueline Simon
George McNeil	

Administrators present:

Superintendent/President Sunny Cooke
Vice President Tim Flood
Vice President Charlie Ng
Vice President Denée Pescarmona
Vice President Wendy Stewart

III. TELECONFERENCING OF MEETINGS (Action Required)

B. Approve Continued Observance of Resolution No. 4-21/22 Authorizing Teleconferencing for Meetings Pursuant to AB 361

By motion of Trustee McNeil, seconded by Trustee Merchat, the board adopted Resolution No. 4-21/22 authorizing the continued teleconferencing of meetings pursuant to AB 361.

Vote: 6/0/0

Aye: Cassar, Fischer, McNeil, Merchat, Pedroza, Simon

Abstentions: Raye Clendening

Absent: None

IV. ADMINISTER OATH OF OFFICE TO AREA 6 TRUSTEE APPOINTEE

Raye Clendening was sworn in as Area 6 Trustee for the MiraCosta Community College District.

V. APPROVE MEETING MINUTES

- A. Special Meeting of May 6, 2022**
- B. Special Meeting/Closed Session of May 12, 2022**
- C. Board Workshop of May 12, 2022**
- D. Special Meeting/Closed Session of May 19, 2022**
- E. Regular Meeting of May 19, 2022**

By motion of Trustee Simon, seconded by Trustee Fisher, the board approved the special meeting minutes of May 6, 2022, the special meeting/closed session of May 12, 2022, the board workshop of May 12, 2022, the special meeting/closed session of May 19, 2022, and the regular meeting of May 19, 2022, were approved.

Vote: 4/0/3
Aye: Cassar, Merchat, McNeil, Pedroza
Abstentions: Clendening, Fischer, Simon
Absent: None

VI. PUBLIC COMMENT ON ITEMS ON AND NOT ON THE AGENDA

None.

VII. CHANGES IN AGENDA ORDER

None.

VIII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions**
- B. Approve 2022/23 Legal Services**
- C. Ratify Collective Bargaining Agreement between the MiraCosta Community College District and the MiraCosta College Faculty Assembly**
- D. Approve Reclassification of Existing Positions**
- E. Approve Employment Contract for Superintendent/President**
- F. Approve Employment Contracts for Assistant Superintendents/Vice Presidents, Vice President, and Associate Vice President**
- G. Approve Salary Schedule and Employment Contracts for Professional Experts**
- H. Approve Employment Contracts for MiraCosta Community College District Academic Administrator Association Members**
- I. Approve Minimum Qualifications Comparable Degree Title Request**
- J. Ratify Memorandum of Understanding 22-01 with the Faculty Assembly**
- K. Approve Faculty Service Area (FSA) for Ethnic Studies**
- L. Ratify Memorandum of Understanding 22-03 with the Academic Associate Faculty**
- M. Approve Lab Sciences Reorganization Within the School of Mathematics and Sciences**
- N. Approve American Institute for Foreign Study (AIFS) Faculty Led Study Abroad to Florence, Italy – Summer 2022**
- O. Adopt Resolution No. 21-21/22 Requesting the San Diego County Board of Supervisors Establish the Tax Rate for Bonds of the MiraCosta Community College District Expected to Be Sold During Fiscal Year 2022/23 and Authorizing Necessary Actions in Connection Therewith**
- P. Approve FY2024-2028 Five-Year Construction Plan**

- Q. Ratify Award and Execution of Construction Services Contract for Bid No. MM-22-022 San Elijo Campus Miscellaneous Enhancements Project**
- R. Notice of Completion - Bid # MM-19-124 CLC Student Services Project**
- S. Approve Amendment 1 to Accenture, LLP for Workday Postproduction Support Services**
- T. Approve Email Security Software Maintenance and Technical Support Agreement Renewal**
- U. Approve RFP #13-22 for Janitorial Services at TCI**
- V. Approve Purchase of Hotspots and Broadband Internet Services for Online Learning**
- W. Approve Network and Telecommunications Hardware and Software Maintenance and Technical Support Services Agreement**
- X. Adopt FY2022/23 Tentative Budget**
- Y. Ratify and Approve Contracts and Purchase Orders**

Consent Items E-F were pulled, and a compensation readout was provided.

By motion of Trustee McNeil, seconded by Trustee Fischer, consent items A through D and G through Y were approved.

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

By motion of Trustee Fischer, seconded by Trustee Cassar, consent item E was approved.

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

By motion of Trustee McNeil, seconded by Trustee Fischer, consent item F was approved.

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

IX. ACTION

A. Approve Gold Circle Membership for Classified Staff

By motion of Trustee McNeil, seconded by Trustee Fischer, the board approved Gold Circle membership for Irene Dikau, Beverly Felt, Trudy Fore, Judith Foster, Denise Omitt, Asha Prasad, and Janine Washabaugh.

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

B. Adopt Resolution No. 22–21/22 – Excuse Board Member Absence

By motion of Trustee McNeil, seconded by Trustee Cassar, the board adopted Resolution No. 22-21/22 to excuse Trustee Simon, as stated.

Vote: 6/0/1

Aye: Cassar, Clendening, Fischer, McNeil, Merchat, Pedroza
Abstentions: Simon
Absent: None

C. Adopt Resolution No. 23–21/22 – Excuse Board Member Absence

By motion of Trustee Merchat, seconded by Trustee Cassar, the board adopted Resolution No. 22-21/23 to excuse Trustee Fischer, as stated.

Vote: 6/0/1

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

Abstentions: None

Absent: Fischer

X. PERIODIC REVIEW – BOARD POLICIES (Action Required)

A. Board Policy 3570 – Tobacco-Smoke-Vapor-Free Campus

B. Board Policy 4020 – Program, Curriculum, and Course Development

C. Board Policy 4070 – Course Auditing

D. Board Policy 4100C – Graduation Requirements for Adult High School Diploma and Noncredit Certificates

E. Board Policy 4106 – Post Baccalaureate Nursing Students

F. Board Policy 4231 – Grade Changes

G. Board Policy 4240 – Academic Renewal

H. Board Policy 6740 – Independent Citizens’ Bond Oversight Committee

By motion of Trustee McNeil, seconded by Trustee Fischer, Board Policy 3570, 4020, 4070, 4100C, 4106, 4231, 4240, and 6740 were adopted.

Vote: 7/0/0

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

Abstentions: None

Absent: None

XI. SECOND READING – BOARD POLICIES (Action Required)

A. Board Policy 5210 – Communicable Disease

By motion of Trustee Clendening, seconded by Trustee McNeil, Board Policy 5210 was adopted.

Vote: 7/0/0

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

Abstentions: None

Absent: None

B. Board Policy 7120 – Recruitment and Hiring

By motion of Trustee Cassar, seconded by Trustee Merchat, Board Policy 7120 was adopted.

Vote: 7/0/0

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

Abstentions: None

Absent: None

XII. FIRST READING – BOARD POLICIES

A. Board Policy 5055 – Student Enrollment Limitations and Priorities

B. Board Policy 7400 – Employee Travel

Proposed edits to Board Policies 5055 and 7400 were reviewed and discussed, and the policies will be placed on a future agenda for adoption.

XIII. INFORMATION

A. 2022/23 Board Goals

This item was pulled for further edits.

B. Independent Citizens’ Bond Oversight Committee Annual Report

The Independent Citizens’ Bond Oversight Committee Annual Report was provided for information.

XIV. COLLEGE-RELATED REPORTS

A. Trustees Activities

Trustees enjoyed a farewell for David Broad at Trustee Cassar’s home. They welcomed new Trustee Raye Clendening who was appointed as Trustee for Area 6.

Trustees Cassar, McNeil, Merchat, and Pedroza attended the commencement ceremony on the Oceanside campus, and Trustees Cassar, McNeil, Pedroza attended the Adult High School Diploma graduation ceremony at the Community Learning Center. Trustees McNeil and Pedroza attended the Biomanufacturing Bachelors Degree graduation celebration, and Trustee McNeil attended the Nursing pinning ceremony. Trustee Merchat attended the Latinx graduation celebration and the groundbreaking for new the Student Services Building. He acknowledged Tim Flood, Tom Macias, David Dunn for the job they’ve done with financials relating to facilities management in this volatile market. Trustee Merchat also noted that August 26 is the Vision for Success workshop in Orange County, and he urged all trustees to attend. Trustee Pedroza acknowledged the classified staff who met the necessary criteria and were approved for Gold Circle membership. Trustee Clendening attended the annual Oceanside Juneteenth event. Trustee Simon watched the Carlsbad City Council meeting.

B. Students

No report.

C. Classified Employees

Classified Senate President Carl Banks reported he attended his first commencement on the stage, and it was a pivotal moment of his life to see students reaching their academic goals. Banks thanked the board for approving gold circle members. He noted the Classified Senate held a meet and greet last week, which was great, especially for new employees. A retreat is scheduled for July 12, where goals will be established.

D. Faculty

Academic Senate (AS) President Leila Safaralian introduced herself. The first AS meeting is August 12, followed by a retreat for AS senators, where they will discuss goals for the year. She is attending, along with approximately 50 other faculty members, a “light the fire” faculty institute at the Oceanside Campus.

E. Vice Presidents

1. Instructional Services

Vice President Pescarmona welcomed Trustee Clendening and Academic Senate President Safaralian in their new roles. An Ethnic Studies requirement starts in fall 2024, and Pescarmona noted that AB1705 is expected to tighten up the results of AB705.

Summer enrollment was down about 6 percent at census and fall is expected to be down approximately 12 percent. For summer, about 80 percent of enrolled students are in classes that are mostly online, and 20 percent have a footprint on ground. Pescarmona noted that students have adapted to the online format, and cohorts are being monitored to make sure we are meeting their needs.

Research on why students aren't coming back is taking place, as well as breaking down all of our modalities and success rates demographically. This will help us gain a better understanding of how we can serve our students in the way students want. College staff is also meeting with local high school districts.

2. Student Services

A written report was provided.

3. Administrative Services

Vice President Flood thanked the board for approving the tentative budget, and he thanked Katie White and her staff and Melanie Haynie for their support. Flood reported a new, more efficient chiller will be up and running tomorrow to ensure that it works properly and is expected to result in savings over time.

4. Human Resources

Vice President Ng expressed his sincere appreciation for Irene Dikau who has built a capable Payroll team and who has earned the respect and admiration of many MiraCostans.

F. Superintendent/President

Superintendent/President Cooke recognized Terrence Shaw and his Student Life and Leadership team, volunteers, as well as Facilities, and College Police, who held a phenomenal commencement. She welcomed Trustee Clendening, who will continue to be the liaison to the Foundation, in the same way that Trustee Broad had been. Kristen Huyck is working with firms for proposals on market research and marketing efforts for the district.

XV. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

None.




XVI. ADJOURNMENT

The meeting adjourned at 5:07 p.m.

MINUTES APPROVAL:

Anna Pedroza
President

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

Subject: Impact of Federal CARES Act Higher Education Emergency Relief Fund (HEERF)	Attachment: PowerPoint Presentation
Category: Information	Type of Board Consideration:  Information Consent Action
Recommended:  <hr/> Tim Flood Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND


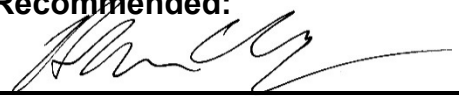

In response to the COVID-19 coronavirus pandemic, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which included approximately \$14 billion for the Office of Postsecondary Education as the Higher Education Emergency Relief Fund (HEERF). Congress subsequently passed two more relief acts on December 27, 2020, and March 11, 2021, which provided additional funding for higher education in the form of HEERF II and HEERF III. The district received approximately \$43 million in HEERF funds to be used to cover expenses related to the pandemic.

STATUS

Vice president, administrative services, Tim Flood, will provide an overview of the CARES Act HEERF funds - Institution and Minority Serving Institution (MSI) use requirements and how the district utilized the funds.

RECOMMENDATION

For information only

Subject: Meeting Students' Basic Needs Through Emergency Grants and Rental Assistance	Attachment: <u>PowerPoint Presentation</u>
Category: Presentations	Type of Board Consideration:  Information Consent Action
Recommended:  <hr/> Alketa Wojcik, Ed.D. Vice President, Student Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND



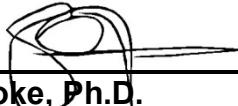
MiraCosta College is committed in creating a culture of care for our students and holistically support their needs. During the pandemic, students were faced with many challenges, including loss of jobs, illnesses, and expenses for basic needs that they were no longer able to afford. Through CARES federal funding, the college was able to provide emergency grants and rental assistance to students to help them meet some of their basic needs and continue their education.

STATUS

This presentation will provide an overview of CARES federal funds provided to the students through emergency grants and rental assistance.

RECOMMENDATION

For information only.

Subject: Ratify Recommendations of Superintendent/President in Approving Personnel Actions	Attachment: None
Category: Consent Items	Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div>
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

STATUS

1. Retirement of the following employees:

Lisa Lane, Instructor, History, School of Letters, Humanities and Communication Studies, position P-00546, effective August 1, 2022.

Camille Stern, Library Technician II, Technical Services, position P-00274, effective August 1, 2022.

2. Resignation of the following employees:

Keli Anthis, Program Director, VBOC, School of Career Ed, position P-00148, effective June 30, 2022.

Hugo Teixeira, Instructional Associate, Art, position P-08220, effective July 31, 2022.

Joslin Stall, Building Maintenance Mechanic II, Facilities Maintenance, position P-00080, effective July 5, 2022.

3. Employment of the following full-time, tenure-track faculty members:

- a) Emily Mercuri, Nursing Instructor – Certified Nursing Assistant Program, full-time, tenure-track, class 3, step 2, \$89,804 per year (2022/23 academic salary schedule), effective August 12, 2022.

BS – Nursing – Grand Canyon University

Emily Mercuri has served as an associate faculty member teaching Nursing courses at MiraCosta since fall 2021. Emily has also worked as an RN at Palomar Medical Center in Escondido since 2019.

b) Correction to the initial salary placement for Ariana Solis, Counselor, due to the verification of additional experience, from salary class 2, step 3 x 1.1080 time factor to salary class 2, step 4 x 1.1080 time factor, \$105,821.75 per year, (2022/23 faculty salary schedule), effective July 1, 2022.

4. Employment of faculty member, Yi-Cheng Hu, Interim Instructor/Director, Child Development Center, full-time, one academic year, non-tenure track, salary class 2, step 4, \$95,507 (2022/23 academic salary schedule), for contract period August 12, 2022 – May 26, 2023.

BA - Psychology - George Mason University
MA - Human Development - Pacific Oaks College.

Yi-Cheng Hu has worked for MiraCosta College as an associate faculty since fall 2019 serving the Child Development department, as well as an Early Childhood Education Program Specialist from August 2019 to present. Yi-Cheng has also previously served as a Child Development Center Site Supervisor at Palomar College. In addition, Yi-Cheng was also previously an Early Childhood Education Instructional Specialist with MiraCosta College.

5. Employment of Holly Walker, Human Resources Technician, Salary Range 21, Step 1, \$5,376.00 per month (2021/22 Classified Salary Schedule), full-time, 12 months per year, effective June 30, 2022. Holly was selected through an open recruitment process.
6. Permanent change of assignment for Arlene Hernandez, Payroll Specialist, position P-00297, has accepted the position of Payroll Manager, position P-00296, salary range CL-37, step 1, \$8,702.66 per month, full-time, 12 months per year, effective July 13, 2022. Arlene was selected through an open recruitment process.

7. Temporary additional assignment for the following employees:

Raul Gonzalez, Instructional Aide, Technical Services, position P-00202, will serve as a Student Help Desk Technician, Technical Services, range 10, step 1, \$22.58 per hour, as needed, effective June 17, 2022 – June 30, 2023.

Sudershan Shaunak, Program Director, SBDC, position P-00146, will serve as a Program Consultant II, VBOC, \$52 per hour, as needed, effective July 1 – August 31, 2022.

Dulce Gangani, Library Technician I, Public Services, position P-00267, will serve as a Library Technician I, Technical Services, range 17, step 1, \$28.18 per hour, 16 hours per week, effective August 15, 2022 - June 30, 2023.

Miguel Castillo-Lopez, Police Support Assistant II, position P-03199, will serve as a Police Service Community Officer, range 16, step 1, \$27.37 per hour, as needed, effective July 1, 2021 – September 30, 2022.

8. Employment of the following associate faculty members for the 2022 fall session, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty:

Regina	Darling	Basic Skills, Interdisciplinary
Joy	Balta	Biology
Danielle	Bever-Sneary	Biology

Andrew	Cacciaguida	Biology
Laura	Waterman	English as a Second Language, NC
Christina	Hart	Nursing
Lindsey	Kendall	Nursing

9. 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:

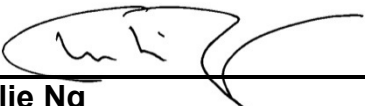
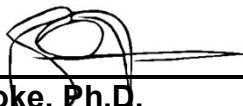
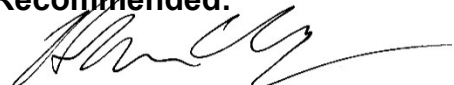
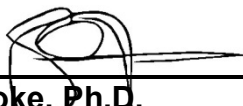
Employee Name	Job Title	Assignment	Department	Pay Rate	Start Date	End Date
Adrian Ennis	Campus Aide III	Short-term	Student Equity	\$19/hr	7/22/22	6/30/23
Alex Beltran Nunez	Apprentice III	Substitute	Writing Center	\$17/hr	7/1/22	6/30/23
Alex King Alaoen	Campus Aide I	Short-term	Honors	\$15/hr	8/1/22	12/17/22
Amanda Pifer	Early Childhood Education Instructional Specialist	Substitute	Child Development Center	\$29.85/hr	8/1/22	5/31/23
Angelina Rakestraw	Apprentice III	Substitute	Writing Center	\$17/hr	7/1/22	6/30/23
Arely Siordia	Campus Aide I	Short-term	International Languages	\$15/hr	7/1/22	7/30/22
Carolyn Goodspeed	Administrative Assistant to the Dean	Substitute	Tutoring and Academic Support	\$34.49/hr	7/18/22	6/30/23
Christina Zupanc	Student Services Coordinator	Substitute	First Year Forward	\$36.55/hr	7/1/22	6/30/23
Claire Benham	Campus Aide I	Short-term	Honors	\$15/hr	7/22/22	12/17/22
Daniell Valdez	Receptionist / Switchboard Operator	Substitute	Public Information Office	\$21.92/hr	7/1/22	6/30/23
Darren Ang	Apprentice III	Substitute	Writing Center	\$17/hr	7/1/22	6/30/23
Darren Williams	Campus Aide III	Short-term	Extended Opportunity Programs and Services	\$19/hr	7/22/22	6/30/23
Emma Ferreira	Apprentice III	Substitute	Writing Center	\$17/hr	7/1/22	6/30/23
Fredy Gomez Cruz	Campus Aide III	Short-term	Extended Opportunity Programs and Services	\$19/hr	7/22/22	6/30/23
Ginger Lamb	Testing Services Assistant	Substitute	Testing Services	\$23.69/hr	7/1/22	6/30/23
Graciela Fabiano	Apprentice III	Substitute	Writing Center	\$17/hr	7/1/22	6/30/23
Gregory DePies	Administrative Assistant to the Dean	Short-term	Instructional and Library Services	\$33.81/hr	7/1/22	12/31/22
Haley Murphy	Apprentice III	Substitute	Writing Center	\$17/hr	7/1/22	6/30/23
Hayat Sherif	Workshop Presenter	Short-term	Student Equity	\$50/hr	7/22/22	8/31/22
Hayat Sherif	Campus Aide I	Short-term	Honors	\$15/hr	8/1/22	12/17/22
Irie Jones	Apprentice III	Substitute	Writing Center	\$17/hr	7/1/22	6/30/23
Israel Gutierrez-Hernandez	Testing Services Assistant	Short-term	Testing Services	\$23.69/hr	7/22/22	6/30/23
James Kelley	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	7/6/22	6/30/23

Joy Vivar	Campus Aide II	Substitute	School Relations/ Diversity Recruitment	\$17/hr	7/5/22	8/1/22
Justin O'Brien	Apprentice III	Substitute	Writing Center	\$17/hr	7/1/22	6/30/23
Karen Mina	Apprentice III	Substitute	Writing Center	\$17/hr	7/1/22	6/30/23
Kasey Granza	Campus Aide III	Short-term	Career Center	\$19/hr	7/22/22	8/31/22
Kasey Granza	Administrative Support Assistant II	Substitute	Career Center	\$27.37/hr	7/1/22	8/31/22
Kimberly Holmes	Receptionist / Switchboard Operator	Substitute	Public Information Office	\$21.92/hr	7/1/22	6/30/23
Kristina Quandt	Campus Aide III	Short-term	Admissions and Records, SEC	\$19/hr	7/22/22	6/30/23
Laura Hiesener	Testing Services Assistant	Substitute	Testing Services	\$23.69/hr	7/1/22	6/30/23
Laura Poole	Receptionist / Switchboard Operator	Substitute	Public Information Office	\$21.92/hr	7/1/22	6/30/23
Laurie Byrd	Campus Aide II	Short-term	Athletics and Intramurals	\$17/hr	7/22/22	6/30/23
Luisa Rabe	Instructional Aide	Substitute	Workforce IOA	\$22.58/hr	6/6/22	6/30/23
Merilyn Navarro Sanchez	Workshop Presenter	Short-term	Student Equity	\$50/hr	7/22/22	8/31/22
Michael Griffith	Apprentice III	Substitute	Writing Center	\$17/hr	7/1/22	6/30/23
Monserate Ayala	Campus Aide I	Short-term	Honors	\$15/hr	7/22/22	12/17/22
Natalie Sumitra	Apprentice III	Substitute	Writing Center	\$17/hr	7/1/22	6/30/23
Natalie Trautt	Campus Aide III	Short-term	Biological Sciences	\$19/hr	8/22/22	6/30/23
Nicholas Clark	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	7/1/22	6/30/23
Piper Bailey	Campus Aide I	Short-term	Honors	\$15/hr	8/1/22	12/17/22
Raymond Wight	Campus Aide III	Short-term	Student Equity	\$19/hr	7/22/22	6/30/23
Renee Truong	Financial Aid Assistant	Substitute	Financial Aid and Scholarships	\$28.18/hr	7/1/22	6/30/23
Rodrigo Sarmiento	Student Services Specialist	Short-term	Athletics and Intramurals	\$31.02/hr	7/22/22	6/30/23
Signe Eyre	Assistant Coach	Short-term	Athletics and Intramurals	\$26.84/hr	7/22/22	6/30/23
Stephanie Rivera	Campus Aide III	Substitute	School Relations/ Diversity Recruitment	\$19/hr	6/21/22	6/30/22
Stephanie Rivera	Campus Aide III	Short-term	School Relations/ Diversity Recruitment	\$19/hr	8/1/22	12/17/22
Valerie Varela	Student Services Specialist	Short-term	Student Equity	\$31.64/hr	7/25/22	6/30/23
Verenice Garcia	Administrative Support Assistant II	Short-term	Career Ed Grants	\$27.37/hr	7/1/22	6/30/23
Victoria Aguilar	Campus Aide III	Short-term	Admissions and Records, OCN	\$19/hr	7/22/22	6/30/23

Noel Puga	Pre-Licensed Mental Health Counselor	Short-term	Health Services	\$22/hr	8/7/22	6/30/23
Yi Ling Lam Bowman	Pre-Licensed Mental Health Counselor	Short-term	Health Services	\$22/hr	8/7/22	6/30/23
Jesus Mendez Carbajal	Pre-Licensed Mental Health Counselor	Short-term	Health Services	\$22/hr	8/7/22	6/30/23
Patricia Chu	Physician	Short-term	Health Services	\$95/hr	8/1/22	6/30/23
Colleen Veneri	Nurse Practitioner	Short-term	Health Services	\$95.23/hr	8/1/22	6/30/23
Olivia Dalton	Nurse Practitioner	Short-term	Health Services	\$83.37/hr	8/1/22	6/30/23

RECOMMENDATION

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

Subject: Approve 2022/23 Legal Services	Attachment: None
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Recommended:  Charlie Ng Vice President, Human Resources	Approved for Consideration:  Sunita V. Cooke, Ph.D. Superintendent/President
Recommended:  Alketa Wojcik, Ed.D. Vice President, Student Services	Approved for Consideration:  Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

There is a need for legal counsel on a variety of subjects at the college for ongoing and potential litigation. Employment liability and tort-claim issues are generally handled by the San Diego County Office of Education Risk Management Joint Powers Authority (JPA). Individual contracts are not required for JPA-assigned legal services.

STATUS


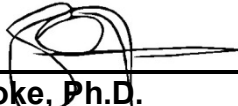
All current contracts for non-JPA legal services expire on June 30, 2022. In order to have board-approved legal counsel on call, it is necessary for the board of trustees to approve contracts for the 2022/23 fiscal year.

- Rutan & Tucker – general legal services, collective bargaining, and negotiations, and specialized legal services.
 - Hourly rates
 - Blended rate \$295
(all support staff included in that rate)
*Not for secretarial services.

Note that in addition to the hourly rate cited above, the firm would be reimbursed for costs of overnight mail, copying, travel, and research services.

RECOMMENDATION

Approve 2022/23 legal services, as stated above.

Subject: Approve MiraCosta Community College District Confidential Employee Working Conditions Manual	Attachment: MiraCosta Community College District Confidential Employee Working Conditions Manual
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

During summer 2021, the district engaged in meet-and-confer discussions with the Confidential Employee group pursuant to Board Policy 7140, to set forth the philosophy, purpose, policies, and procedures for Confidential Employees of the MiraCosta Community College District.


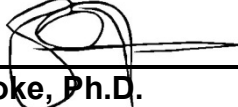
STATUS

The district and the Confidential Employee group have negotiated a Confidential Employee Working Conditions Manual.

The complete document is available [online](#), and a copy is on file with the secretary of the Board of Trustees.

RECOMMENDATION

Approve MiraCosta Community College District Confidential Employee Manual, as stated above.

Subject: Approve Health Services Salary Schedule for Hourly and Professional Expert Positions	Attachment: None
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Upon request of the Student Services Division, Human Resources reviewed the hourly classifications in the Health Services Department to ensure appropriate classification and compensation of the following positions: mental health counseling intern, nurse practitioner, and physician.

The mental health counseling interns are pre-licensed interns with master’s degrees in marriage and family therapy, counseling, social work, or an equivalent field of study, and are registered with the Board of Behavioral Sciences. These positions are compensated via stipend at the end of each academic semester. The Health Services Department struggles to retain Mental Health Counseling Interns due to the stipend-based pay structure.

The nurse practitioner and physician positions have been classified as unrepresented associate faculty positions and paid an hourly wage tied to the associate faculty salary schedule. These positions should be classified according to the professional expertise required of their positions. Education Code § 88003 defines a professional expert as a person employed on a temporary basis for a specific project, regardless of length of employment. The work assigned requires specialized knowledge or skills that fall outside of the classified service.

STATUS

Upon review of the classifications, the following recommendations have been made by Human Resources related to the classification and compensation of the following positions:

- The mental health interns will be classified as pre-licensed mental health counselors (short-term, hourly positions) and compensated at a rate of \$22 per hour, effective August 1, 2022.

- The nurse practitioner position will be classified as a professional expert effective August 1, 2022. Nurse practitioners hired July 1, 2022 or later will be compensated according to the following schedule based on years of experience.

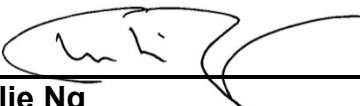
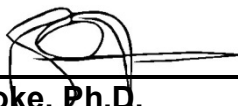
Years of Experience	Placement	Hourly
Starting (Entry-Level)	1	\$52
1-4 Years of Experience	2	\$57
5-9 Years of Experience	3	\$65
10+ Years of Experience	4	\$80

Nurse Practitioners employed by the district as of June 30, 2022 shall retain their existing hourly rate of compensation until such time that the hourly rate of pay on Placement 1 to 4 is equal to or greater than their current hourly rate of compensation.

- The physician position will be classified as a professional expert effective August 1, 2022, and compensated at an hourly rate of \$95 per hour.

RECOMMENDATION

Approve Health Services salary schedule for hourly and professional expert positions as stated above.

Subject: Approve Reclassification of Existing Position	Attachment: None
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

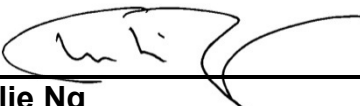
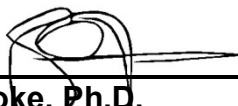
The Classification Review Committee (CRC) reviewed the job description, request for classification review, and internal and external market data resulting in the following compensation recommendation.

STATUS

The CRC recommended to the superintendent/president the reclassification of position number P-00190, Human Resources Technician (Range 21), to Human Resources Systems Specialist (Range 25) effective July 1, 2022. This results in an approximate increase of \$11,312 in salary and \$3,853 in statutory benefits for the first year.

RECOMMENDATION

Approve reclassification of existing position, as stated above.

Subject: Approve Correction to Employment Contracts for Professional Experts	Attachment: None
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

MiraCosta College administers a number of grants. Education Code section 88003.1 (b) (2) allows for personal services contracts to be used when services to be performed are not available through the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district. The personal services contracts expire on June 30, 2022.

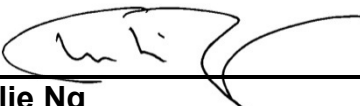
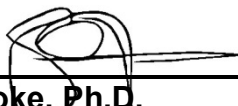
STATUS

The contract terms for the following employment contracts, previously approved by the Governing Board on June 23, 2022, have changed due to a change in grant funding. Contracts are recommended for renewal with the term commencing on July 1, 2022, to September 30, 2022.

- Wallace Keau Wong, director, Bioscience Workforce Development Hub, contract change from full-time to 20 hours per week, \$5,482.50 per month (based on 2022/23 professional expert annual salary schedule).
- Terri Quenzer, executive director, Bioscience Workforce Development Hub, contract change from full-time to 20 hours per week, \$5,780 per month (based on 2022/23 professional expert annual salary schedule).

RECOMMENDATION

Approve correction to employment contracts for professional experts, as stated above.

Subject: Approve JPA Insurance Renewal 7/1/22-7/1/23 and District Insurance Schedule	Attachment: MiraCosta College Complete Schedule of Insurance Coverage
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Recommended:  _____ Charlie Ng Vice President, Human Resources	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Board Policy 6540 requires that “a schedule of insurance coverage shall be provided annually to the board of trustees for review and comment.”

STATUS

The attached schedules summarize the district’s Joint Powers Authority JPA insurance renewal coverage and contributions for the period of July 1, 2022 – July 1, 2023, and includes all additional district insurance policies. This schedule is included in the board’s policy and procedures Chapter 6 under AP 6540 as the 2022/2023 *Schedule of Insurance*. This district insurance renewal includes coverage for total property (real and personal property, electronic data processing equipment), general, cyber, auto and employment practices liability, crime, boiler and machinery and workers’ compensation. This year’s premium is \$902,500 for workers’ compensation and \$896,807 for property and liability for a total of \$1,799,307.

Property and liability costs rose nine percent year-on-year, primarily due to cyber and property loss activity around the globe. However, this year’s workers’ compensation premium is two percent lower than last year due to lower injury rates at the district; thus, total premium cost is only three percent higher.

RECOMMENDATION

Approve JPA insurance renewal 7/1/22-7/1/23 and district insurance schedule, as stated above.



SCHEDULE OF INSURANCE COVERAGE
MIRACOSTA COMMUNITY COLLEGE DISTRICT
JULY 1, 2022 TO JULY 1, 2023

COMPANY POLICY # - BEST RATING	COVERAGE DESCRIPTION	INSURANCE REINSURANCE LIMITS	JPA \$IR	DISTRICT DEDUCTIBLE	TOTAL CONTRIBUTION
Allied World (AWAC) Policy #030567751N Best: A XV	Blanket Coverage - Real and Personal Property	\$500,000,000	\$100,000	\$10,000	\$207,620
	Includes Rental Interruption for Leased/Purchased Buildings	Per Occurrence			
	Theft, Vandalism & Damage - Personal Property	Included	\$100,000	\$500	Included
	Theft, Vandalism & Damage - Tablets/Similar Electronic Devices	Included	\$100,000	\$0	Included
	Flood aggregate	\$750,000	\$100,000	\$10,000	Included
Safety National Insurance MOC# SDCSRMJPA 07 2022 Best: A+XV	Commercial General Liability , including Bodily Injury and Property Damage, Products and Completed Operations, Educators' Legal, Directors & Officers Liability & Employee Benefit Administration - Errors and Omissions	\$4,000,000	\$1,000,000	\$10,000	\$371,425
		\$4,000,000	\$1,000,000	\$10,000	Included
	Auto Liability	\$4,000,000	\$1,000,000	\$10,000	\$19,736
	Employment Practices Liability	\$4,000,000	\$1,000,000	\$10,000	\$156,863
Schools Excess Liability Fund - SELF Memorandum of Coverage	Excess Commercial General, Employment Practices & Auto Liability Excludes third-party Communicable Disease liability	\$50,000,000	\$5,000,000	\$0	\$117,388
Allied World (AWAC) Policy #030567751N Best: A XV	Auto Physical Damage				
	Comprehensive - All Owned Veh. (Replacement 2015 & Newer)	ACV	\$100,000	\$1,000	\$2,836.50
	Collision - All Owned Vehicles (Replacement 2015 & Newer)	ACV	\$100,000	\$1,000	
	Hired or Borrowed Vehicles	\$100,000	\$100,000	\$1,000	
San Diego County Schools JPA MOC# SDCSRMJPA 07 2022	Uninsured & Underinsured Motorists Protection	\$60,000	\$60,000	\$1,000	Included
National Union Fire / AIG Policy #014662970 Best: A XV	Commercial Crime				Included
	Faithful Performance	\$1,000,000	\$75,000	\$1,000	
	Loss Inside Premises	\$1,000,000	\$75,000	\$1,000	
	Loss Outside Premises	\$1,000,000	\$75,000	\$1,000	
	Depositors Forgery	\$1,000,000	\$75,000	\$1,000	
	Computer Fraud	\$1,000,000	\$75,000	\$1,000	
Hartford Steam Boiler Ins. Company Policy #FBP2280945 Best: A++ X	Energy Systems Breakdown				
	Property Damage	\$100,000,000	\$5,000	\$1,000	\$5,468
	Transformers/Miscellaneous Electrical Equipment	Included	\$5,000	\$1,000	
	Business Income and Extra Expense	Included	\$5,000	\$1,000	
	Hazardous Substance Cleanup	\$1,000,000	\$5,000	\$1,000	
	Perishable Goods	\$1,000,000	\$2,500	\$1,000	
	Computers	Included	\$5,000	\$1,000	
Allianz Global Corporate Specialty Policy #MX093032341 Best: A+ XV	Electronic Data Processing				
	Computer Equipment - Hardware	\$3,360,185	\$0	\$500	\$15,470
	Detrimental Code - Virus & Worm	\$9,000,000		\$500	
	Media/Data - Software	\$100,000			
	Earthquake/Flood	\$2,500,000		5%/\$25,000 (Minimum)	
ACE American Ins. Co (Chubb) Policy #WCL C0890982A Best A++XV	Workers' Compensation				
	Self-Insured	\$900,000	\$100,000	\$0	\$902,500
	Employer's Liability	Included	Included		(Budgeted)
Safety National Insurance Policy #SP4063003 Best A+XV	Excess Workers' Compensation	Statutory	\$0	\$0	Included

TOTAL CONTRIBUTION: **\$1,799,306.50**

\$100/\$900/\$100/\$900/\$100,000 SIR LEVELS
SAN DIEGO COUNTY SCHOOLS RISK MANAGEMENT JPA
PROPERTY & LIABILITY PROGRAM
RECOMMENDED FY 2022-2023 CONTRIBUTIONS
BANKING POOL MEMBERS


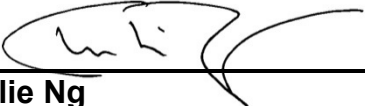
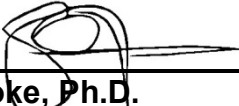
Member District	SIR Levels					SIR Levels				FY 2021-22 P & L Contribution	FY 2022-23 Total P & L Contribution	FY 2022-23 Total P & L & MPP Contributions	FY 2022-23 MPP Contributions
	\$100K General/Cyber Liability	\$900K X \$100K Excess Liability	\$100K Employ Practices Liability	\$900K X \$100K Employ Practices Excess Liability	SELF	\$100K Auto Liability	\$900K X \$100K Excess Auto Liability	\$100K * Property					
Carlsbad Unified	\$ 298,684	\$ 124,566	\$ 47,277	\$ 116,502	\$ 213,550	\$ 12,113	\$ 5,534	\$ 416,029	\$1,114,792	\$ 1,234,055	\$ 1,254,559	\$ 20,504.00	
Chula Vista Elementary	533,917	265,455	23,218	265,455	549,047	119,974	63,190	802,957	2,555,678	2,623,213	2,690,910	67,697.00	
Encinitas Union	148,100	61,874	23,588	58,026	99,442	8,479	3,873	180,892	546,464	584,274	590,960	6,685.50	
Escondido Union	389,446	162,462	61,701	151,785	275,887	40,233	18,380	532,163	1,459,708	1,632,057	1,674,019	41,962.00	
Escondido Union High	194,357	81,161	30,902	76,021	132,811	58,354	26,658	381,218	849,899	981,482	1,002,141	20,658.50	
Fallbrook Union Elementary	127,102	52,885	19,954	49,087	98,144	28,434	12,990	176,110	511,404	564,706	576,024	11,317.50	
Grossmont Union High	381,748	174,817	30,834	163,107	302,578	150,824	75,412	903,253	1,846,746	2,182,573	2,230,951	48,378.00	
La Mesa-Spring Valley School District	335,957	146,154	42,806	137,740	217,417	40,788	19,669	386,026	1,168,851	1,326,557	1,355,468	28,910.50	
Lakeside Union	121,831	50,709	19,148	47,104	93,143	20,017	9,144	143,984	483,929	505,080	514,700	9,619.50	
MiraCosta College	259,898	111,527	45,336	111,527	117,388	13,547	6,189	207,620	800,829	873,032	896,807	23,774.50	
Ramona Unified	137,462	57,313	21,737	53,474	99,199	33,649	15,372	225,206	588,757	643,412	662,695	19,282.50	
San Diego County Office of Education	43,637	18,725	7,612	18,725	29,048	40,917	18,692	123,036	361,789	300,392	332,657	32,265.00	
San Dieguito Union High	407,492	170,713	65,528	161,200	245,822	31,550	14,413	594,993	1,500,834	1,691,711	1,726,949	35,238.00	
Santee School District	163,142	67,859	25,583	62,935	127,245	27,702	12,655	255,620	657,817	742,741	762,611	19,870.00	
San Diego County Office of Education - No. 2	-	-	-	-	-	-	-	24,239	21,056	24,239	24,877	638.00	
Sweetwater Union High	1,070,584	489,805	87,128	460,890	747,157	75,881	34,666	1,188,955	3,526,727	4,155,066	4,252,092	97,025.50	
Sub-Total	\$ 4,613,357	\$ 2,036,025	\$ 552,352	\$ 1,933,378	\$ 3,347,878	\$ 702,462	\$ 336,837	\$ 6,542,301	\$ 17,995,280	\$ 20,064,590	\$ 20,548,416	\$ 483,826	

* Property values reviewed and revised reflecting current building replacement values.

3.9.2022

WORKERS' COMPENSATION BASE CONTRIBUTION COMPARISON
FY 2020-2021, 2021-2022, and 2022-2023

MEMBER DISTRICT	FY 2020-21		FY 2021-22		FY 2022-23	
	EX-MOD 2020-2021	ACTUAL CONTRIBUTION	EX-MOD 2021-2022	PROJECTED CONTRIBUTION	EX-MOD 2022-2023	PROJECTED CONTRIBUTION
CARLSBAD UNIFIED	1.12	\$ 1,637,748	0.98	\$ 1,335,241	0.93	\$ 1,379,577
ENCINITAS	0.88	790,040	0.93	858,989	0.93	832,914
ESCONDIDO UNION ELEM	1.25	2,962,522	1.27	2,674,395	1.05	2,624,389
ESCONDIDO UNION HIGH	0.92	1,118,992	0.89	1,068,301	0.95	1,249,254
FALLBROOK UNION ELEM	0.94	833,233	0.88	768,999	0.84	759,734
GROSSMONT UNION HIGH	0.75	2,098,846	0.71	1,731,589	0.75	1,882,382
LAKESIDE	0.67	457,360	0.72	470,485	0.81	552,062
LA MESA-SPRING VALLEY	1.20	2,168,020	1.08	1,899,890	1.01	1,715,178
MIRACOSTA CC	0.58	979,823	0.52	921,607	0.50	902,500
RAMONA UNIFIED	0.95	645,795	1.09	742,939	0.97	708,244
SAN DIEGO COUNTY OFFICE	0.76	1,534,958	0.75	1,558,656	0.70	1,643,930
SAN DIEGUITO UNION HIGH	0.93	1,811,247	0.88	1,624,120	0.93	1,756,282
SANTEE	1.10	1,001,286	1.14	1,126,910	1.00	989,900
SWEETWATER UNION HIGH	1.00	5,252,033	1.03	5,523,102	1.05	6,780,000
SUB-TOTAL	0.92	\$ 25,374,013	0.91	\$ 24,645,222	0.88	\$ 23,776,345

Subject: Ratify Student Accident Insurance Renewal	Attachment: None
Category: Consent Items	Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div>
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Board Policies 5205 and 6540 state that the district shall assure that students are covered by accident insurance in those instances required by law or contract in accordance with Education Codes 32221 and 72506. The total cost for the period 8/1/21 – 8/1/22 was \$55,752.

STATUS

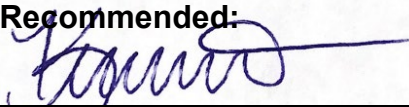
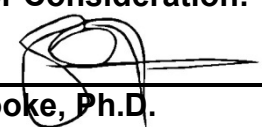
The district’s risk management program includes the acquisition of insurance to comply with board policy and the California Education Code. Student accident insurance covers students who are being transported by or under the sponsorship or arrangements of the district. Examples include students on a field trip or meeting at another sanctioned place of instruction or athletic event. It also insures the intercollegiate athletes for medical and hospital expenses resulting from accidental bodily injuries. The basic insurance pays secondary over the primary insurance students carry personally or primary if students carry no health insurance.

Bob McCloskey Insurance (BMI) specializes in the required student insurance coverages by the district; BMI has made another superior premium proposal compared to other insurers. The premium for the coming year, 8/1/2022 - 8/1/2023, remains at \$55,752 with no increased cost. This cost, along with last year’s, is the lowest premium charged in more than a decade.

The coverage deductible for the renewal period remains at \$0 per accident, continuing to save money for our students. The insurance continues to match or exceed other insurer’s limits and coverages.

RECOMMENDATION

Ratify student accident insurance policy with new insurer, as stated above.

Subject: Approve Adult High School (AHS) Graduates	Attachment: Adult High School Graduates
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action
Recommended:  <hr/> Kristina Denée Pescarmona Vice President, Instructional Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Adult high school students complete the requirements for their diplomas throughout the year. In order to earn the diploma, students must earn the requisite credits in the designated areas of English, mathematics, natural sciences, world history/geography, American government, economics, United States history, humanities, and electives; demonstrate proficiency in English and mathematics; and earn a minimum of twenty credits in residence.

STATUS

The students listed on the attachments completed their requirements in summer 2021, fall 2021 and spring 2022. They satisfied all of the graduation requirements that were in effect for their respective catalog year.

RECOMMENDATION

Approve July 2021, August 2021, October 2021, December 2021, March 2022, and May 2022 Adult High School candidates as presented.

**MiraCosta College
Oceanside, California
High School Diploma Graduates**

Graduation Date: July 31, 2021

Gregory D. Hall
Janet Gutierrez Hernandez
Cami Marie Leuschel
Micah Tizazu Moore
Gudelia Nieto
Siomara A. Ruiz Ramires
Lucy Nayeli Samaniego
Lisa Marie Young
Alejandro Zepeda

Graduation Date: August 31, 2021

Doraeth Bravo
Mark Anthony Madariaga Jr.
Angela Solorio
Nathaniel Eugene Stefan
David Lee Thompson

Graduation Date: October 31, 2021

Mirla Yuridia Apatiga
Claudia Marivel Aragon
Amaya Connie Helyn Battle
Tyler Michael Flaker
Patriarca Hernandez
Maria Martinez
Alexandre Florent Maury
Amber Marie McKinney
Glynnis Melendez
Tess Marina Mikel
Corina Prospero
Martha Patricia Ramos Jimenez
Sammantha Taylor Richerson
Nayeli Ruiz
Eduardo Zamudio Jr.

Graduation Date: December 31, 2021

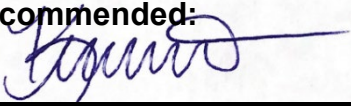
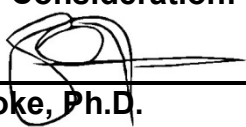
Kimberli Johana Baeza
Sachiko Bynes
Collin Jent Cunningham
Mario De La Torre
Doris Elena Garces Lopez
Cristina C. Gonzalez
Jasler Gumeta
Alejandra Martinez
Grecia Nathaly Martinez Pacheco
Luca Nathan Oh
Marissa Gail Powers
Samantha Renee Sanchez
Oona Sophia Taylor
Crystal Necole Temples

Graduation Date: March 31, 2022

Alessandra Herminia Arriaga
Alma Elizabeth Colmenares Castellanos
Stephanie S. Flores
Richard Gonzales
Feather M. Gonzalez
Kei Esha La Vinia Moore

Graduation Date: May 31, 2022

Maria Guadalupe Grace Allen
Angel Luis Castillo
Christina Lynn De Souza
Florentina Dedu
Mikala Annabel Hutchinson
Trevlyn Jacobs
Breeonka Juliette Lizarraga
Aminata Mbodj
Kenzo Nordean Mezouari
Kiahnni Serena Misa
Jacqueline Ochoa
Serdan Perez Ramirez
Angelina Rakestraw
Katherine Rose Rivera
Judith Sanchez
Carolina Navarro Santos
Makenna Danielle Sawyer
Kacie Lee Schaab
Benafsha Siddiqi
Cristian Trinidad Martinez

Subject: Approval of Employee Travel	Attachment: None
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Recommended:  _____ Kristina Denée Pescarmona Vice President, Instructional Services	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Board Policy 7400, Employee Travel, is in the process of being updated. The updated board policy will require that all travel outside the United States must be approved in advance by the board. MiraCosta Instructors David Detwiler and Anthony Ongyod are requesting to travel to Samara, Costa Rica, on August 2-11, 2022, to conduct a site visit for the study abroad program. It is anticipated that this board policy update will be approved prior to the date of travel for Instructors Detwiler and Ongyod, so they are seeking pre-approval for their travel.



STATUS

The purpose of this trip is to engage in planning for an anticipated study abroad program for summer 2023. A Costa Rica study abroad program was proposed to the International Education Advisory Committee in 2020, and then received proposals from five different study abroad providers. A subcommittee worked with them to evaluate the proposals, one of which was identified as the one that would best serve our students. Over a year of planning has already gone into this proposal and has paved the way for this trip.

During this upcoming travel, Professors Detwiler and Ongyod will meet with the chosen study abroad provider, the Study Abroad Association, and will visit the locations proposed for the 2023 program and further evaluate the suitability of the proposed locations and activities. This reconnaissance trip was a recommendation of the advisory committee and was supported by the VPI and VPSS, who are providing travel funding. In localities with a less established history of study abroad, reconnaissance trips are a best practice to assure that the location and any issues are adequately evaluated prior to committing to the trip.

RECOMMENDATION

Pre-approve the out-of-country travel for David Detwiler and Anthony Ongyod, who will travel to Samara, Costa Rica on August 2-11, 2022, to conduct a site visit in preparation for next summer’s study abroad program, with a not to exceed cost of \$7,500.

Subject: Approve Purchase for AV/IT Equipment for OCN New Allied Health Project and OCN Student Services Project	Attachment: • ePlus Technology Quote – Allied Health • ePlus Technology Quote – Student Services
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Recommended:  <hr/> Tim Flood Vice President, Administrative Services	Approved for Consideration:  <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 Audio Visual and Information Technology (AV/IT), is related to the equipment needs identified for the New Allied Health and New Student Services projects 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 Cisco NASPO Value Point Data Com Master Agreement #AR3227 and California PA #7-20-70-47-01 for the purchase of specified unified communication and facility management monitoring and control supplies, technology, software, equipment and other miscellaneous material, at the lowest cost and best overall value for district technology purchases.

The total equipment purchases have been identified with a combined cost (including sales tax) of \$337,446.32, which reflects a 60 percent list price discount. The total cost is broken down between the two projects as follows:

Project Name	Associated Cost
OCN New Allied Health (04201)	\$107,885.45
OCN New Student Services (04203)	\$229,560.87

The New Allied Health and New Student Services FF&E budgets will be used to procure the new equipment, supplies and materials.

RECOMMENDATION

Authorize the vice president, administrative services to proceed with the procurement with Cisco NASPO Value Point Data Com Master Agreement #AR3227 and California PA #7-20-70-47-01 specified equipment purchases in amount not to exceed \$337,446.32.



Customer: MiraCosta College

ePlus Technology Quote

Quote issued by:

Account Executive: Dustin Ferris
 Inside Sales Account Manager: Kristin Sparhawk
 2355 Main Street, Suite 140
 Irvine CA 92614
 949-988-5468
ksparhawk@eplus.com

Date of Quote June 16, 2022	Valid until July 31, 2022	Terms Net 30 Days	Quote# 00000000000000000000
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Model Number	Description	Qty	Unit Price	Extended Price
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Allied Health

This quote is pursuant to Cisco NASPO ValuePoint DataCom Master Agreement # AR3227 and California PA # 7-20-70-47-01.
 The GSPD 401IT – General Provisions – Information Technology Statement of Work terms apply to all orders and supersede the corresponding Sections of the GSPF40IT terms. Authorized purchasers issuance of purchase order(s) is deemed acceptance of these Statement of Work Terms.

Allied Health				
C9300X-48HX-E	Catalyst 9300 48-port mGig UPoE+, Network Essentials	6	\$ 7,241.00	\$ 43,446.00
C9300-NW-E-48	C9300 Network Essentials, 48-port license	6	\$ -	\$ -
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	6	\$ -	\$ -
C9300-SSD-NONE	No SSD Card Selected	6	\$ -	\$ -
STACK-T1-50CM	50CM Type 1 Stacking Cable	6	\$ 49.00	\$ 294.00
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	6	\$ 47.00	\$ 282.00
C9300X-NM-BLANK	Catalyst 9300 Network Module Blank Module	6	\$ -	\$ -
C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	6	\$ -	\$ -
C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	6	\$ 544.00	\$ 3,264.00
C9300X-NM-NONE	Catalyst 9300 No-Network Module Selection	6	\$ -	\$ -
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	6	\$ -	\$ -
PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	6	\$ -	\$ -
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	6	\$ 922.00	\$ 5,532.00
CAB-TA-NA	North America AC Type A Power Cable	12	\$ -	\$ -
CAB-SPWR-150CM=	Catalyst Stack Power Cable 150 CM Spare	4	\$ 110.00	\$ 440.00
STACK-T1-1M=	1M Type 1 Stacking Cable	2	\$ 124.00	\$ 248.00
STACK-T1-3M=	3M Type 1 Stacking Cable	1	\$ 185.00	\$ 185.00
C9300X-NM-8Y=	Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	2	\$ 1,237.00	\$ 2,474.00
SFP-10/25G-LR-S=	10/25GBASE-LR SFP28 Module	4	\$ 1,138.00	\$ 4,552.00
C9136I-B-EDU	Cisco Catalyst 9136I Series, Internal Antennas,-B Regulator	18	\$ 1,235.00	\$ 22,230.00
SW9136-CAPWAP-K9	Capwap software for Catalyst 9136I	18	\$ -	\$ -
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	18	\$ -	\$ -
CDNA-A-C9136	Wireless Cisco DNA On-Prem Advantage, 9136 Tracking	18	\$ -	\$ -
DNA-A-3Y-C9136	C9136I Cisco DNA On-Prem Advantage,3Y Term,Trk Lic	18	\$ -	\$ -
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	18	\$ -	\$ -
AIR-DNA-EDU-A	Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	18	\$ -	\$ -
EDU-DNA-A-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, EDU Lic	18	\$ 270.00	\$ 4,860.00
PI-LFAS-AP-T	Prime AP Term Licenses	18	\$ -	\$ -
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	18	\$ -	\$ -
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	18	\$ -	\$ -
AIR-DNA-A-T-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	18	\$ -	\$ -
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	18	\$ -	\$ -
D-DNAS-EXT-BUN-T	Cisco DNA Spaces Extend Term License for Cisco DNA	18	\$ -	\$ -
D-DNAS-EXT-BUN-3Y	Cisco DNA Spaces Extend for Cisco DNA - 3Year	18	\$ -	\$ -
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	18	\$ -	\$ -
C9136I-MULTI	Minimum Quantity = 10	18	\$ -	\$ -



Customer: MiraCosta College

ePlus Technology Quote

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 Inside Sales Account Manager: Kristin Sparhawk
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 949-988-5468
ksparhawk@eplus.com

Date of Quote	Valid until	Terms	Quantity		
June 16, 2022	July 31, 2022	Net 30 Days	[REDACTED]		
Model Number	Description	Qty	Unit Price	Extended Price	
C9136I-B-EDU	Cisco Catalyst 9136I Series, Internal Antennas,-B Regulator	8	\$ 1,235.00	\$ 9,880.00	
SW9136-CAPWAP-K9	Capwap software for Catalyst 9136I	8	\$ -	\$ -	
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	8	\$ -	\$ -	
CDNA-A-C9136	Wireless Cisco DNA On-Prem Advantage, 9136 Tracking	8	\$ -	\$ -	
DNA-A-3Y-C9136	C9136I Cisco DNA On-Prem Advantage,3Y Term,Trk Lic	8	\$ -	\$ -	
AIR-DNA-EDU-A	Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	8	\$ -	\$ -	
EDU-DNA-A-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, EDU Lic	8	\$ 270.00	\$ 2,160.00	
PI-LFAS-AP-T	Prime AP Term Licenses	8	\$ -	\$ -	
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	8	\$ -	\$ -	
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	8	\$ -	\$ -	
AIR-DNA-A-T-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	8	\$ -	\$ -	
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	8	\$ -	\$ -	
D-DNAS-EXT-BUN-T	Cisco DNA Spaces Extend Term License for Cisco DNA	8	\$ -	\$ -	
D-DNAS-EXT-BUN-3Y	Cisco DNA Spaces Extend for Cisco DNA - 3Year	8	\$ -	\$ -	
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	8	\$ -	\$ -	
C9136I-SINGLE	SINGLE PACK OPTION	8	\$ -	\$ -	
AIR-AP-BRACKET-2	802.11 AP Universal Mounting Bracket	8	\$ -	\$ -	
1011-00-WH	RIGHT ANGLE WALL MOUNTING BRACKET FOR WAPS WHITE	8	\$ 75.00	\$ 600.00	
Subtotal:				\$ 100,447.00	

TOTAL:	\$ 100,447.00
TAX:	\$ 7,438.45
SHIPPING:	\$ -
GRAND TOTAL:	\$ 107,885.45

By placing an order with ePlus for products or services you agree to comply with the Terms and Conditions for Purchasing Products and Services located at <http://www.eplus.com/terms-and-conditions/Pages/Products-Services-Terms-and-Conditions.aspx> (the "Order Terms"). Unless there is a separate written agreement signed on behalf of both you and ePlus by a duly authorized officer, the Order Terms shall be the only terms and conditions applicable to transactions between you and ePlus, and no additional or contrary terms referenced in a purchase order, document, or electronic communication shall apply. In no event shall ePlus performance under a purchase order be deemed to constitute acceptance of any terms and conditions set forth therein.

Thank you for your inquiry. Please note the following about this quotation: It will expire on the date stated above. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Extended Warranties and Professional Services are available.

 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.



Customer: MiraCosta College

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ksparhawk@eplus.com

Date of Quote June 16, 2022	Valid until July 31, 2022	Terms Net 30 Days	Quote# [REDACTED]
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Model Number	Description	Qty	Unit Price	Extended Price
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Student Services

This quote is pursuant to Cisco NASPO ValuePoint DataCom Master Agreement # AR3227 and California PA # 7-20-70-47-01.
 The GSPD 401IT – General Provisions – Information Technology Statement of Work terms apply to all orders and supersede the corresponding Sections of the GSPF40IT terms. Authorized purchasers issuance of purchase order(s) is deemed acceptance of these Statement of Work Terms.

C9300X-48HX-E	Catalyst 9300 48-port mGig UPoE+, Network Essentials	13	\$ 7,241.00	\$ 94,133.00
C9300-NW-E-48	C9300 Network Essentials, 48-port license	13	\$ -	\$ -
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	13	\$ -	\$ -
PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	13	\$ -	\$ -
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	13	\$ 922.00	\$ 11,986.00
CAB-TA-NA	North America AC Type A Power Cable	26	\$ -	\$ -
C9300-SSD-NONE	No SSD Card Selected	13	\$ -	\$ -
STACK-T1-50CM	50CM Type 1 Stacking Cable	13	\$ 49.00	\$ 637.00
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	13	\$ 47.00	\$ 611.00
C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	13	\$ -	\$ -
C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	13	\$ 544.00	\$ 7,072.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	13	\$ -	\$ -
C9300X-NM-BLANK	Catalyst 9300 Network Module Blank Module	13	\$ -	\$ -
C9300X-NM-NONE	Catalyst 9300 No-Network Module Selection	13	\$ -	\$ -
CAB-SPWR-150CM=	Catalyst Stack Power Cable 150 CM Spare	2	\$ 110.00	\$ 220.00
STACK-T1-3M=	3M Type 1 Stacking Cable	2	\$ 185.00	\$ 370.00
C9300X-NM-8Y=	Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	8	\$ 1,237.00	\$ 9,896.00
SFP-10/25G-LR-S=	10/25GBASE-LR SFP28 Module	16	\$ 1,138.00	\$ 18,208.00
C9136I-B-EDU	Cisco Catalyst 9136I Series, Internal Antennas,-B Regulator	38	\$ 1,235.00	\$ 46,930.00
SW9136-CAPWAP-K9	Capwap software for Catalyst 9136I	38	\$ -	\$ -
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	38	\$ -	\$ -
CDNA-A-C9136	Wireless Cisco DNA On-Prem Advantage, 9136 Tracking	38	\$ -	\$ -
DNA-A-3Y-C9136	C9136I Cisco DNA On-Prem Advantage,3Y Term,Trk Lic	38	\$ -	\$ -
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	38	\$ -	\$ -
AIR-DNA-EDU-A	Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	38	\$ -	\$ -
EDU-DNA-A-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, EDU Lic	38	\$ 270.00	\$ 10,260.00
PI-LFAS-AP-T	Prime AP Term Licenses	38	\$ -	\$ -
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	38	\$ -	\$ -
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	38	\$ -	\$ -
AIR-DNA-A-T-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	38	\$ -	\$ -
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	38	\$ -	\$ -
D-DNAS-EXT-BUN-T	Cisco DNA Spaces Extend Term License for Cisco DNA	38	\$ -	\$ -
D-DNAS-EXT-BUN-3Y	Cisco DNA Spaces Extend for Cisco DNA - 3Year	38	\$ -	\$ -
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	38	\$ -	\$ -
C9136I-MULTI	Minimum Quantity = 10	38	\$ -	\$ -



Customer: MiraCosta College

ePlus Technology Quote

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ksparhawk@eplus.com

Date of Quote	Valid until	Terms	Quote#		
June 16, 2022	July 31, 2022	Net 30 Days	[REDACTED]		
Model Number	Description	Qty	Unit Price	Extended Price	
C9136I-B-EDU	Cisco Catalyst 9136I Series, Internal Antennas,-B Regulator	2	\$ 1,235.00	\$ 2,470.00	
SW9136-CAPWAP-K9	Capwap software for Catalyst 9136I	2	\$ -	\$ -	
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	2	\$ -	\$ -	
CDNA-A-C9136	Wireless Cisco DNA On-Prem Advantage, 9136 Tracking	2	\$ -	\$ -	
DNA-A-3Y-C9136	C9136I Cisco DNA On-Prem Advantage,3Y Term,Trk Lic	2	\$ -	\$ -	
AIR-DNA-EDU-A	Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	2	\$ -	\$ -	
EDU-DNA-A-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, EDU Lic	2	\$ 270.00	\$ 540.00	
PI-LFAS-AP-T	Prime AP Term Licenses	2	\$ -	\$ -	
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	2	\$ -	\$ -	
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	2	\$ -	\$ -	
AIR-DNA-A-T-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	2	\$ -	\$ -	
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	2	\$ -	\$ -	
D-DNAS-EXT-BUN-T	Cisco DNA Spaces Extend Term License for Cisco DNA	2	\$ -	\$ -	
D-DNAS-EXT-BUN-3Y	Cisco DNA Spaces Extend for Cisco DNA - 3Year	2	\$ -	\$ -	
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	2	\$ -	\$ -	
C9136I-SINGLE	SINGLE PACK OPTION	2	\$ -	\$ -	
C9136I-OVER	C9136I OVER OPTION	2	\$ -	\$ -	
AIR-AP-BRACKET-2	802.11 AP Universal Mounting Bracket	2	\$ -	\$ -	
1011-00-WH	RIGHT ANGLE WALL MOUNTING BRACKET FOR WAPS WHITE	2	\$ 75.00	\$ 150.00	
C9124AXD-B-EDU	Cisco Catalyst 9124AX Series - EDU	6	\$ 1,211.00	\$ 7,266.00	
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	6	\$ -	\$ -	
D-DNAS-EXT-BUN-T	Cisco DNA Spaces Extend Term License for Cisco DNA	6	\$ -	\$ -	
D-DNAS-EXT-BUN-3Y	Cisco DNA Spaces Extend for Cisco DNA - 3Year	6	\$ -	\$ -	
PI-LFAS-AP-T	Prime AP Term Licenses	6	\$ -	\$ -	
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	6	\$ -	\$ -	
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	6	\$ -	\$ -	
AIR-DNA-A-T-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	6	\$ -	\$ -	
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	6	\$ -	\$ -	
CDNA-A-C9124	Wireless Cisco DNA On-Prem Advantage, 9124 Tracking	6	\$ -	\$ -	
DNA-A-3Y-C9124	C9124AX Cisco DNA On-Prem Advantage 3Y Term,Trk Lic	6	\$ -	\$ -	
SW9124AX-CAPWAP-K9	Capwap software for Catalyst 9124AX	6	\$ -	\$ -	
AIR-AP-NO-BRACKET	AP Bracket not shipped	6	\$ -	\$ -	
AIR-DNA-EDU-A	Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	6	\$ -	\$ -	
EDU-DNA-A-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, EDU Lic	6	\$ 270.00	\$ 1,620.00	
AIR-ACC-CAT6=	RJ45 gland for use with Cat 6/6a cabling - 5 pack	6	\$ 39.00	\$ 234.00	
AIR-MNT-ART1=	Vert. pole/wall mount Kit for Catalyst 9124AX w/ tilt adjust	6	\$ 102.00	\$ 612.00	
C9124-CVR1=	Paintable cover for Catalyst 9124AX	6	\$ 56.00	\$ 336.00	
C9800-CL-K9	Cisco Catalyst 9800-CL Wireless Controller for Cloud	1	\$ -	\$ -	
CON-ECMU-C9800CLC	SWSS UPGRADES Cisco Catalyst 9800-CL Wireless Control - 3 Years	1	\$ -	\$ -	
LIC-C9800-DTLS-K9	Cisco Catalyst 9800 Series Wireless Controller DTLS License	1	\$ -	\$ -	
SC9800CLOVAK9-173	Cisco Catalyst 9800-CL Wireless Controller - Vmware	1	\$ -	\$ -	
			Subtotal:	\$ 213,551.00	

TOTAL:	\$ 213,551.00
TAX:	\$ 16,009.87
SHIPPING:	\$ -
GRAND TOTAL:	\$ 229,560.87



Customer: MiraCosta College

ePlus Technology Quote

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Date of Quote June 16, 2022	Valid until July 31, 2022	Terms Net 30 Days	Quote# [REDACTED]
Model Number	Description	Qty	Unit Price
			Extended Price



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Thank you for your inquiry. Please note the following about this quotation: It will expire on the date stated above. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Extended Warranties and Professional Services are available.

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.

Subject: Approve OneSource Virtual Contract Value Increase	Attachment: <u>OneSource Virtual Master Agreement</u>
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around;"> Information ✓ Consent Action </div>
Recommended:  <hr/> Tim Flood Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

On June 13, 2019, the board approved agenda item VIII.Q, approving a service contract with OneSource Virtual to process all payroll documents, including federal and state quarterly tax reporting, garnishments, and printing W-2 forms. These services were required for the district to become fiscally independent from the San Diego County Office of Education (SDCOE).

STATUS



California Government Code 53060 allows public agencies to contract with and employ any persons for the furnishing 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.

The district entered into an agreement in June 2019 with OneSource Virtual based on a number of anticipated transactions per year for an estimated annual cost of \$10,935 and a one-time setup fee of \$5,000, for a total five-year contract value of \$59,675. Upon completion of the process of the district becoming fiscally independent, the transactions required have exceeded initial estimates due to out-of-state workers, the cost associated with the required set up, and additional fees for filing taxes with any subsequent amendments. As the district enters year four of five of the agreement, the additional services identified by payroll staff have resulted in an anticipated total contract increase not to exceed \$41,458.20, for a new total contract value not to exceed \$101,133.20. Funding is through the payroll maintenance budget.

Fiscal Year	Amount	
19/20	\$15,933.20	
20/21	\$13,200.00	
21/22	\$22,000.00	
22/23	\$25,000.00	
23/24	\$25,000.00	
Total Amended Contract Amount	\$101,133.20	

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with OneSource Virtual with the increased total contract value not to exceed \$101,133.20.

Subject: Approve Agreement for Wide Area Network Services with Wilcon Operations, LLC (Crown Castle)	Attachment: <ul style="list-style-type: none"> • CTF Regulatory Decisions • Crown Castle Master Agreement 			
Category: Consent Items	Type of Board Consideration: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Information</td> <td style="text-align: center;"> <input checked="" type="checkbox"/> Consent </td> <td style="text-align: center;">Action</td> </tr> </table>	Information	<input checked="" type="checkbox"/> Consent	Action
Information	<input checked="" type="checkbox"/> Consent	Action		
Recommended:  <hr/> Tim Flood Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President			

BACKGROUND

In June 2020, the district and Wilcon Operations, LLC (Crown Castle) entered into an agreement to provide redundant wide area network fiber optic pathways to the Oceanside, San Elijo, and Community Learning Center sites. This was based on the district’s facilities master plan recommended strategy addressing business continuity and redundancy. The solution matches the speed of the district’s current internet circuits, providing fully redundant services with no degradation in speed or performance.

STATUS

The California Teleconnect Fund (CTF) program was established by Decision 96-10-066 and is governed by Public Utilities Code Sections 280 and 884. This decision of the California Public Utilities Commission (CPUC) reaffirmed its commitment to universal service, and in accordance with state and federal directives, created the CTF program. This program provides a 50 percent discount on advanced communication services, including internet access and broadband services to qualifying K–12 schools, libraries, community colleges, government-owned hospitals/health clinics, and community-based organizations.

The agreement with Crown Castle is in year three of five. The annual service cost is \$55,000, which includes the 50 percent CTF of \$32,094, and federal and state surcharges and fees of approximately \$22,906. The total contract value will not exceed \$275,000 and will be funded through the AIS maintenance and services budget.

RECOMMENDATION

Approve the contract with Wilcon Operations, LLC (Crown Castle) and authorize the director of purchasing and material management to proceed with the execution of services as described above.

Decisions and Resolutions for California Teleconnect Fund

Decisions

[19-04-013](#) - This decision addresses the remaining issues in Phase 3 of this proceeding regarding program design, implementation, and administration of the California Teleconnect Fund (CTF). This decision makes changes and other refinements to clarify program aspects for both carriers and CTF program participant.

[18-01-066](#) - Addresses implementation issues and documentation requirements for the three-year eligibility verification process adopted in Decision 15-07-007 for community-based organizations (CBOs) participating in the California Teleconnect Fund (CTF) program.

[16-04-021](#) - This decision modifies Decision (D.) 15-07-007, which resolved Phase 1 and Phase 2 issues in Rulemaking (R.) 13-01-010, the California Teleconnect Fund (CTF) Rulemaking. Specifically, this decision sets a deadline for carriers to implement a cap for E-rate schools based on the federal E-rate discount, sets the effective date of the cap, and specifies how the cap applies to voice services. This decision also resolves the Phase 3 issue regarding the process for eligible schools, libraries, government-owned and operated health care facilities, and Critical Access Hospitals in unserved or underserved areas to seek exemption from reduced support for voice services. This decision determines that community-based organizations (CBOs) and community colleges should also be eligible for the exemption.

[15-07-007](#) - Resolves the Phase 1 and 2 rulemaking issues for the California Teleconnect Fund (CTF) program by adopting restated program goals and a number of program design reform measures.

[08-06-020](#) - Changes to the CTF include: (1) an expansion of CTF-eligible services, (2) the removal of CTF tariff requirements for all carriers that provide CTF-eligible services on a detariffed or non-regulated basis, and (3) the inclusion of California's Community Colleges, California Telehealth Network participants and non-profit CBOs providing 2-1-1 Information and Referral Services in the CTF program.

[02-05-056](#) - It has come to the Commission's attention that Decision (D.) 02-04-059 contains inadvertent clerical errors and omissions. This Decision amends those issues.

[02-04-059](#) - This decision resolves issues deferred by the September 20, 2001 interim opinion which, in compliance with recent statutory enactments, approved new, interim charters for the telecommunications advisory boards subject to this proceeding and adopted a necessary, related amendment to the Commission's General Order 153.

[96-10-066](#) - This decision finalizes the universal service rules that were originally proposed in Decision (D.) 95-07-050. This decision addresses both the written comments and the evidence presented during the evidentiary hearings, as well as the comments that were filed in response to the issuance of the August 5, 1996 proposed decision.

Resolution

[T-17666](#) - This Resolution modifies the due date and time limit for telecommunications carriers to submit claims for reimbursement from the California Teleconnect Fund. The due date and time limit for carriers to submit claims for reimbursement shall be 60 days from the end of the month for claims submitted for March-2020 and thereafter. This modification aligns California Teleconnect Fund rules with that of other public purpose programs, reduces the administrative burden on staff, and allows the program to better track and project expenditures for oversight and budgeting purposes.

[T-17606](#) - This resolution adopts a California Teleconnect Fund program surcharge rate of 0.78%, effective September 1, 2018, until further revised by the California Public Utilities Commission. All telecommunications carriers shall reduce the California Teleconnect Fund surcharge rate assessed on revenues collected from end-users for intrastate telecommunications services subject to surcharge from 1.08% to 0.78% effective September 1, 2018, and thereafter.

[T-17442](#) - This resolution adopts a revised California Teleconnect Fund (CTF) program surcharge rate of 0.93% effective October 1, 2014, until further revised by the California Public Utilities Commission. The current CTF surcharge rate is 0.59%. All telephone corporations and interconnected Voice over Internet Protocol (VoIP) service providers shall apply this new CTF surcharge rate on revenues collected from end-users for intrastate telecommunications services subject to surcharge effective October 1, 2014 and thereafter.

[T-17375](#) - This resolution adopts a revised California Teleconnect Fund (CTF) program surcharge rate of 0.59% effective December 1, 2012, until further revised by the Commission. All telecommunications carriers shall assess a CTF surcharge rate of 0.59% on all revenues collected from end users for intrastate telecommunications services subject to surcharge on December 1, 2012 and thereafter.

[T-17314](#) - Policy that first deducts the Federal Communications Commission's program support or discount from the total CTF service charges incurred by qualifying rural health care providers (RHCPs) and non-profit community based organizations (CBOs) offering Head Start programs before computing the 50 percent CTF discount on the remaining amount.

[T-17142](#) - This resolution reduces the CTF surcharge rate from 0.130% to 0.079% effective June 1, 2008 until further revised by the Commission. All certificated communications carriers

shall assess the revised CTF surcharge rate of 0.079% on their end-user's bills rendered for intrastate telecommunications services on June 1, 2008, and thereafter.

[T-17104](#) - This resolution adopts the following budget for the California Teleconnect Fund Administrative Committee (CTF-AC): \$33,202,000 for fiscal year (FY) 2008-09.

[T-16763](#) - All Competitive and Incumbent Local Exchange Carriers. Revision of the Time Allowed to File California Teleconnect Fund Claims, Changes in Claim Filing Requirements, Clarification of Program Rules, Incorporation of Program Rules into a Comprehensive Guide, Rules Related to the Application of Federal E-Rate Discounts to Carrier Claims and Elimination of Amended Claims.

[T-16742](#) - This resolution is issued to implement portions of Senate Bill (SB) 1863 (Stats. 202, Ch. 308) intended to focus efforts on providing educational institutions, health care institutions, community-based organizations and governmental institutions with access to advanced telecommunications services in recognition of their economic and societal impact.

This resolution is also issued pursuant to Commission Decision (D.) 02-10-060, which directed the Telecommunications Division (TD) to prepare a resolution implementing certain changes to the California Teleconnect Fund (CTF) program rules. The CTF rules currently provide different types and quantities of services at varying discount levels to schools and libraries, qualifying health care institutions and community-based organizations (CBOs). The changes to the CTF program rules adopted in this resolution will allow all qualifying entities to receive the same quantities and types of services at the same discount levels. Among the services available to participating entities, Digital Subscriber Line (DSL) service is specifically named as a service eligible for CTF funding.

This resolution streamlines the CTF application for all participants, reflecting changes to the program qualifying requirements and application process pursuant to the provisions of D.02-10-060, and implementation of SB 1863. In addition, this resolution adds hospital district owned hospitals to the list of health care institutions eligible to participate in the program. Finally, this resolution adopts a reporting requirement for carriers to file estimates of program expenses associated with reimbursements for CTF discounts for future periods.

[T-16381](#) - This Resolution adopts the California Teleconnect Fund program's claim reporting requirements for telecommunications carriers seeking reimbursement for discounts given to qualified schools and libraries, government owned and operated hospitals and health clinics, and community-based organizations offering health care, job training, job placement, or educational instruction. The claim reporting requirements adopted herein apply to monthly claims from January 1998 through June 1999 and modified rules for claims beginning July 1999.

[T-16330](#) - This Resolution adopts the 1997 claim reporting requirements for telecommunications carriers seeking reimbursement from the California Teleconnect Fund Program for discounts given to qualified schools and libraries, government owned and operated hospitals and health clinics, and community-based organizations offering health care, job training, job placement, or educational instruction.

[T-16319](#) - This Resolution adopts the claim reporting requirements for telecommunications carriers seeking reimbursement from the California Teleconnect Fund Program for discounts given to qualified schools and libraries, government owned and operated hospitals and health clinics, and community-based organizations offering health care, job training, job placement, or educational instruction. The California Teleconnect Fund claim reporting requirements adopted in this Resolution apply to monthly claims beginning October 1999 and thereafter.



MASTER TELECOMMUNICATIONS LICENSE AGREEMENT

LICENSEE:	MiraCosta College
Address:	1 Barnard Drive, Oceanside, CA 92056
State of Organization:	California

This MASTER TELECOMMUNICATIONS LICENSE AGREEMENT is effective as of the last date of execution below ("Effective Date") by and between CROWN CASTLE FIBER LLC ("Company"), and Licensee (as named above). This Master Telecommunication License Agreement, the General Terms and Conditions below, and any and all Supplements (as defined herein) and exhibits to this Master Telecommunications License Agreement are collectively referred to as the "Agreement". Company and Licensee are collectively referred to as the "Parties" or individually as a "Party".

GENERAL TERMS AND CONDITIONS

1. PRODUCTS, ORDER FORMS, AND SUPPLEMENTS.

1.1 Products and Order Forms. This Agreement applies to each telecommunications facility, or product, provided or licensed by Company to Licensee (each a "Product"). Each Product will be specified in an order form executed by the Parties (each an "Order Form"). Purchase orders issued by Licensee shall not be deemed to amend, modify or supplement this Agreement or any Order Form issued hereunder and shall not be legally binding on Company unless otherwise agreed in writing by Company.

1.2 Supplements. From time to time, the Parties may execute one or more supplements to these General Terms and Conditions each containing additional terms and conditions applicable to specific types of Products (each a "Supplement"). Upon execution by the Parties, each such Supplement shall be incorporated into and subject to the terms and conditions set forth in this Master Telecommunications License Agreement.

1.3 Company Affiliates. Licensee acknowledges and agrees that at Company's option, Products may be provided or licensed by Company, or by an Affiliate of Company, and that any charges or other amounts received by the Company under this Agreement, to the extent attributable to Products provided or licensed by an Affiliate of the Company, shall be received by the Company in its capacity as an agent on behalf of such Affiliate. Internet access will be provided by Company's affiliate, Crown Castle Fiber Enterprise LLC (f/k/a Sunesys Enterprise LLC). In addition, Order Forms may be executed by an Affiliate of Company, and in such event, any and all references to "Company" herein shall be deemed to be a reference to the applicable Affiliate of Company that executed such Order Form. The term "Affiliate" as used hereunder shall mean, with respect to either Party, any entity controlled by, in control of, or under common control with such Party.

2. TERM.

2.1 Agreement Term. The term of this Agreement commences on the Effective Date, and continues through the later of (i) five (5) years from Effective Date, or (ii) latest expiration of active Order Forms, unless earlier terminated as provided herein.

2.2 Product Term. The term (each a "Product Term") for each Product begins on the Acceptance Date (as defined below) applicable to such Product, and remains in effect until the expiration of the initial Product Term specified in the applicable Order Form unless earlier terminated as provided herein. The Product Term shall automatically extend for consecutive one-year renewal terms, unless either Party notifies the other of its intent not to renew at least ninety (90) days prior to the expiration of the then-current initial or renewal Product Term.

2.3 Acceptance Date. The "Acceptance Date" for each Product shall be the earliest of (a) the date on which Licensee delivers written notice of acceptance, (b) the date on which Licensee begins to use the Product, other than for testing purposes, or (c) the second (2nd) business day following Company's delivery of notice of the installation of the Product (such notice, a "Connection Notice"), unless Licensee notifies Company in writing within said two-day period of a Defect in the Product, specifying in detail the nature of such Defect. A "Defect" exists if the Product fails to perform materially in accordance with its technical specifications as set forth in the applicable Supplement ("Specifications"). Upon receipt of notice of a Defect, Company and Licensee shall work cooperatively to promptly remedy such Defect, and Company shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again. If the Acceptance Date is delayed as a result of any failure, act or omission of Licensee, Company will give Licensee written notice to cure such failure within five (5) calendar days. If Licensee fails to cure within such period, the Acceptance Date will be deemed to be the end of such five (5) calendar-day period.

3. PAYMENT TERMS.

3.1 Charges. Company will invoice Licensee for any non-recurring charge ("NRC") associated with the Product upon or after execution of the applicable Order Form. The monthly-recurring charge ("MRC") associated with the Product shall begin to accrue on the Acceptance Date of such Product. Company will invoice Licensee the MRC associated with the Product in advance, except Company will invoice Licensee

usage based charges (if any) associated with the Product in arrears. An MRC for a partial month will be pro-rated. Licensee shall be responsible for payment of the MRC for the entire Product Term specified in the applicable Order Form.

3.2. Payments; Late Payments. Licensee shall pay each invoice within thirty (30) days of the date of the invoice (the "Due Date"), without setoff or deduction. In the event Licensee fails to make any payment by the Due Date, Licensee shall pay a late charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Company shall be entitled to recover from Licensee all collection costs, including attorney fees.

3.3 Disputed Payments. Licensee may in good faith dispute charges set forth in an invoice, provided Licensee notifies Company of such dispute in writing no later than sixty (60) days after the date of the invoice. Failure of Licensee to so notify Company of any dispute shall constitute a waiver by Licensee of any dispute. In the event Licensee so disputes any amount in good faith, Licensee must submit a documented claim in writing for the disputed amount and pay the undisputed amounts in accordance with Section 3.2. Licensee shall submit all documentation as may reasonably be required to support the claim. If the dispute is resolved in favor of Licensee and Licensee previously paid the disputed amount to Company, Company will apply a credit to Licensee's account in the amount of the dispute in the next billing cycle. If the dispute is resolved in Company's favor and Licensee has withheld the disputed amount, Licensee must pay the disputed amount (together with the late payment charge pursuant to Section 3.2) within five (5) business days following notice of the resolution of the dispute.

4. TAXES AND FEES.

4.1 Taxes and Fees. All charges set forth in an Order Form(s) are exclusive of, and Licensee shall be responsible for and agrees to pay, any and all applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, franchise and other taxes, fees, assessments, duties and surcharges (including, without limitation, any universal service fund surcharge) in connection with the provision, sale or use of the Product or facility furnished to Licensee (collectively referred to as "Taxes"). Licensee shall not be responsible for, and Taxes will not include, taxes on Company's net income. If Licensee believes it is exempt from Taxes, Licensee shall provide Company with a valid and duly executed exemption certificate and any other information with respect to such exemption as Company may require; such certificate will be honored from the date that Company receives such certificate and additional information from Licensee. If any such exemption is ruled invalid by the tax or governmental authority for any reason, Licensee shall reimburse Company for any Taxes, including without limitation any penalties and interest, arising from or in connection with such invalid claim of exemption.

4.2 REIT Status. Licensee acknowledges that: (i) Company is directly or indirectly owned in whole or in part by an entity ("REIT Owner") that qualifies as a "real estate investment trust" ("REIT") under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the "Code"); and (ii) Company and REIT Owner are therefore subject to operating and other restrictions under the Code. The Parties intend that this Agreement shall constitute a lease of the Products for purposes of Section 856 of the Code, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

5. COMPANY EQUIPMENT AND NETWORK; LICENSEE EQUIPMENT.

5.1 Company Equipment; Company Network. The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Company to provide Products ("Company Equipment") and Company's fiber optic cable network and associated optical/electronic equipment used to deliver Products, whether owned, leased or otherwise obtained by Company (the "Company Network") shall remain the sole and exclusive property of Company notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Order Form grants or conveys to Licensee any right, title or interest in any Company Equipment or the Company Network. Licensee may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Company Equipment or the Company Network without the prior written consent of Company. Licensee may not cause any liens to be placed on any Company Equipment or the Company Network, and will cause any such liens to be removed within ten (10) days of Licensee's knowledge thereof. Licensee shall be liable to Company for any loss or damage to the Company Equipment or Company Network caused by Licensee or Licensee's employees, contractors, agents or end users. Nothing herein shall prevent Company from using the Company Network and Company Equipment to provide products to other customers.

5.2 Extension of Network. To the extent an Order Form requires Company to complete construction, extend the Company Network and/or obtain additional Underlying Rights, Licensee shall use commercially reasonable efforts to assist Company in obtaining such Underlying Rights as necessary to provide the Product. Company may, without liability to either Party, terminate a Product prior to delivery, if Company encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Following the Acceptance Date of the Product, in the event that Company is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Licensee bears the costs of obtaining such Underlying Rights, Company may cancel the applicable Order Form and shall incur no liability to Licensee hereunder. Without limiting the foregoing, Company shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Product installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining, any required Underlying Rights, (iii) construction delays, or (iv) any other circumstances beyond the control of Company. "Underlying Rights" means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Company Network and/or for Company to provide a Product other than building access rights described in Section 7.1. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Products that are necessary for Company to provide a Product. "Off-Net Products" shall mean any products provided by a third-party. "On-Net Products" shall mean Products that use transmission and related facilities owned and controlled by Company.

5.3 Licensee Equipment. Licensee shall, at its own expense, procure any equipment necessary to implement or receive each Product ("Licensee Equipment"). Company will have no obligation to install, maintain, or repair Licensee Equipment. Promptly upon notice from Company, Licensee shall eliminate any hazard, interference or Product obstruction that any such Licensee Equipment is causing or may cause as reasonably determined by Company.

6. MAINTENANCE.

6.1 Scheduled Maintenance. Company will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt the Product between 12:00 midnight and 6:00 a.m. local time or, upon Licensee's reasonable request, at a time mutually agreed to by Licensee and Company. Company will use commercially reasonable efforts to notify Licensee of scheduled maintenance that is reasonably expected to interrupt the Product via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Licensee shall provide a list of Licensee contacts for maintenance and escalation purposes, which may be included on the Order Forms, and Licensee shall provide updated lists to Company, as necessary.

6.2 Emergency Maintenance. Company may perform emergency maintenance in its reasonable discretion, with or without prior notice to Licensee, to preserve the overall integrity of the Company Network. Company will notify Licensee as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Product.

6.3 Product Issues. Licensee may notify Company's Network Operating Center ("NOC") of Product problems by telephone 888-LT-FIBER, or at the contacts listed in Company's Customer Support Information provided to Licensee, which may be updated by Company from time to time. If Company dispatches a field technician to Licensee or an end-user location and the problem is caused by (i) the Licensee Equipment or any end-user's equipment or (ii) any acts or omissions of Licensee or its end user, or of any of its or their invitees, licensees, customers or contractors, Licensee will pay Company for any and all associated time and materials at Company's then-standard rates.

7. IMPLEMENTATION REQUIREMENTS.

7.1 Access to Premises. Unless otherwise provided for in the applicable Order Form, Licensee, at its own expense, shall secure throughout the Product Term any easements, leases, licenses or other agreements necessary to allow Company to use pathways into and in each building at which Licensee's or its end-user's premises is located, to the Demarcation Point. Such access rights shall grant to Company the right to access such premises to the extent reasonably requested by Company to install, maintain, repair, replace and remove any and all equipment, cables or other devices Company deems necessary to provide the Product. Upon expiration or termination of the applicable Product Term, Licensee shall grant Company access to its premises as necessary to enable Company to remove the Company Equipment. Company, its employees, contractors and agents shall have access to any Company Equipment or facilities at a Licensee or end user premises. Notwithstanding anything to the contrary herein, Company shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Licensee (including, but not limited to, the failure to provide Company prompt access) and/or caused by any notice or access restrictions or requirements. "Demarcation Point" shall mean the network interface point where Company hands off the Product to Licensee. The Demarcation Point delineates where responsibility for the Parties' respective networks, equipment and/or maintenance obligations begin and end. Licensee is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

7.2 Space and Power. Licensee shall procure and make available to Company, at Licensee's locations and at end user locations where a Product is provided or licensed, at Licensee's sole cost and expense, adequate space, AC power and HVAC for Company Equipment.

7.3 Property Owner Not Liable. Neither Licensee nor any of Licensee's end-users shall have any recourse against any property owner or property manager of any premises to which any Product is delivered and/or at which Company Network or Equipment is located, as a result of or in reliance upon this Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Company, nor shall Company have any liability, for or on behalf of such property owner or property manager.

8. DEFAULT & REMEDIES

8.1 Default By Licensee; Suspension. In the event (i) Licensee fails to timely and fully make any payment required hereunder, and such payment breach is not cured within five (5) days after written notice thereof, or (ii) Licensee breaches any other provision of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof, then Company may, at its sole option, either (a) terminate any and all Products, (b) suspend the affected Product to which the breach is related without further notice to Licensee, and/or (c) pursue any other remedies available to Company at law, or in equity.

8.2 Default By Company. Licensee may terminate a Product in the event Company breaches this Agreement with respect to such Product and such breach is not cured within thirty (30) days after Company's receipt of written notice thereof, provided that if a breach subject to this Section 8.2 cannot be cured within thirty (30) days, but is capable of being cured within a reasonable time thereafter, then Licensee may not terminate the Product if Company commences to cure within said thirty (30) days and thereafter diligently and continuously pursues such cure to completion, or Company provides Licensee reasonable assurance that the same breach to the same Product will not subsequently occur.

9. INSURANCE.

9.1 Insurance. Each Party shall procure and maintain the following insurance coverage:

- **Commercial General and Umbrella Liability Insurance.** Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. Each Party shall name the other Party as an additional insured to provide coverage for the additional insured on a primary and non-contributory basis. The coverage provided to the additional insured shall apply to the extent of the indemnification obligation identified in paragraphs 10.2.
- **Workers Compensation Insurance.** Workers compensation and employers liability insurance as required by the laws and regulations applicable to the employees who are engaged in the performance of any activities hereunder or under an Order Form.

9.2 Type and Proof of Insurance. The insurance coverage required by this Section 9 shall be obtained on an occurrence basis from carriers having a Best Rating Product rating of A- or better. Upon request, a Party will provide the other Party a certificate of insurance or other proof of such insurance.

10. LIMITATION OF LIABILITY; INDEMNIFICATION.

10.1. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT OR ANY ORDER FORM, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL LIABILITY TO LICENSEE IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) THE AGGREGATE AMOUNT OF PAYMENTS MADE BY LICENSEE TO COMPANY FOR THE AFFECTED PRODUCT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CIRCUMSTANCES GIVING RISE TO THE CLAIM OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING UNDERLYING PRODUCT PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR PRODUCTS NOT PROVIDED OR LICENSED BY COMPANY.

10.2. Indemnification. Except to the extent of the other Party's negligence or willful misconduct, each Party shall indemnify, defend, release, and hold harmless the other Party, its Affiliates, directors, members, officers, employees, managers, agents, representatives, and contractors (collectively, "**Indemnitees**") from and against any third-party action, claim, suit, judgment, damage, demand, loss, or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs) (collectively, "**Claims**") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any willful misconduct or negligent act or omission on the part of the indemnifying Party in connection with the performance of this Agreement. In addition to the foregoing, Licensee shall indemnify, defend, release, and hold harmless Company and its Indemnitees from and against any third-party Claims brought against such Company and its Indemnitees arising from or in connection with Licensee's (or its end users') unlawful use of a Product.

10.3. Indemnification Process. If a Party ("**Indemnifying Party**") is required to indemnify the other Party ("**Indemnified Party**") pursuant to Section 10.2, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnifying Party will be permitted to assume primary control of the defense of the action with counsel of the Indemnifying Party's choice. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnified Party may, but shall not be required to, participate in the defense of the action with its own counsel, at its own expense. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Affiliates (other than the expense of Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party or its Affiliates in connection therewith, provided that without the Indemnified Party's written consent, the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of the Indemnified Party, which would otherwise adversely affect the Indemnified Party, or which results in less than a full release of all claims.

11. REPRESENTATIONS AND WARRANTIES.

11.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND COMPANY HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii) PERFORMANCE OR INTEROPERABILITY OF THE PRODUCT WITH ANY LICENSEE OR END-USER EQUIPMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY OR FURNISHED BY ANY THIRD PARTY.

11.2 Each Party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products, and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

12. CONFIDENTIALITY; SERVICE MARKS; PUBLICITY.

12.1 Confidentiality. Neither Party, without the other Party's prior written consent, shall disclose to any third party, including but not limited to its customers or prospective customers, any information supplied to it relating to the disclosing Party, its Affiliates, and/or its customers by the other Party which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential ("Proprietary Information"). Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by the disclosing Party; (ii) information that is independently developed by the receiving Party; and (iii) information that has been previously known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions. Pricing information exchanged in connection with this Agreement, or included in any Order Form hereunder, and the terms and conditions of this Agreement, are hereby designated as confidential without further obligation on the part of either Party to mark or designate it as such. Neither Party shall permit any of its employees, Affiliates nor representatives to disclose Proprietary Information to any third person, and it shall disclose Proprietary Information only to those of its employees, Affiliates, and representatives who have a need for it in connection with the use or provision of Products required to fulfill this Agreement. If a receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then to the extent permitted by applicable law, such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive the receiving Party's compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

12.2 Service Marks, Trademarks and Publicity. Neither Party shall: (a) use the name, service mark, trademark, trade name, logo, or trade dress of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication, unless it obtains the other Party's prior written approval.

13. ASSIGNMENT. Neither Party will assign or transfer this Agreement or any license or Order Form hereunder without the other Party's prior written consent, such consent not to be unreasonably withheld. Any assignment made in violation of this requirement shall be void and invalid. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a person or entity (i) that controls, is controlled by or is under common control with the assigning Party, (ii) which purchases all or substantially all of its assets or equity, or (iii) resulting from any merger, consolidation or other reorganization involving such Party. Moreover, and notwithstanding anything to the contrary herein, Company may freely delegate its obligations hereunder, and assign or pledge its rights hereunder to one or more lenders for financing purposes.

14. FORCE MAJEURE. Neither Party shall be liable, nor shall any credit or other remedy be extended, for any delay or failure to fulfill any obligation under this Agreement or any Order Forms due to any cause beyond a Party's reasonable control, including, but not limited to: acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrection, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages (each a "Force Majeure Event").

15. NOTICES. Any request to terminate this Agreement, or any claim for breach thereof, shall be in writing and transmitted either via (i) overnight courier or hand delivery, or (ii) certified or registered mail, postage prepaid and return receipt requested, to the other Party at the following address. Notices shall be deemed delivered upon receipt.

Address for Licensee Notices:

Address for Company Notices:

Crown Castle Fiber
55 Broad Street
New York, NY 10004
Att'n: Deputy General Counsel - Fiber

A Party may change the address for notices by notice to the other Party provided pursuant to this Section 15. All other notices, requests, or communications may be transmitted by email as specified in the relevant invoice or Order Form, at <http://fiber.crowncastle.com/support>, or as otherwise directed by Company.

16. MISCELLANEOUS

16.1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware without regard to its choice of law principles.

16.2 No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than the Parties (and, with respect to the provisions of Section 10, the Indemnitees) is or shall be entitled to any legal rights under this Agreement.

16.3 Relationship of the Parties. The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute or create a partnership, joint venture or similar relationship. Nothing in this

Agreement shall be construed to authorize either Party to represent the other Party for any purpose whatsoever without the prior written consent of such other Party.

16.4 Order of Precedence. If any conflict or contradiction exists between these general terms and conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these general terms and conditions and the terms of an Order Form, the terms of the Order Form will control.

16.5 Non-Exclusivity. This Agreement is non-exclusive. Both Parties may enter into similar arrangements with others, and Company may, as part of its normal business undertakings, actively market its products to any person or entity anywhere in the world, including but not limited to in competition with Licensee and/or Licensee's end users.

16.6 Non-Waiver. The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, any Supplement or any Order Form, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege hereunder.

16.7 Survival. The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification, confidentiality, and the making of payments due hereunder.

16.8 Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

16.9 Severability; Void or Illegal Provisions. If any part of this Agreement, Supplement or an Order Form shall be determined to be invalid or unenforceable by a court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement or such Order Form. The remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties. The Parties will replace the severed provision with a provision that reflects the initial intention of the Parties.

16.10 Entire Agreement; Amendment. This Agreement, including all Supplements, Order Forms, exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written, with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties.

16.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this Agreement and corresponding Order Forms are legally binding and shall act as originals for the purpose thereof.

16.12 Disconnection Notice Requirement. Licensee shall submit all requests for disconnection of Products in writing to Company. Such disconnection effective date will be the later of (i) thirty (30) days from Company's receipt of such disconnection request, or (ii) the date requested by Licensee in the disconnection request. Each disconnection request must specify the Licensee name and address, email address and telephone number of the person authorizing the disconnect, the circuit ID for the Product to which the disconnect request applies, the product type, and requested disconnection date. Upon termination of a Product, Company shall have the right (but not the obligation) to act on behalf of and as agent for Licensee to terminate all cross-connects relating to such Product, including cross-connects ordered by Licensee. Upon request Licensee shall confirm to the applicable supplier of the cross-connect(s) that Company is authorized to terminate such cross-connects on Licensee's behalf. Disconnections shall not affect Licensee's obligation to make payments as agreed in each Order Form.

The Parties have executed this Agreement as of the last date of execution below.

LICENSEE:

By: Peggy Stroika

Print Name: Peggy Stroika

Title: Interim Director of Purchasing

Date: 6-1-20

CROWN CASTLE FIBER LLC

By: Lisa Gugliada

Print Name: Lisa Gugliada

Title: Deputy General Counsel - Fiber

Date: 7/1/2020



Order Form

Order Type: New
SO # 2020-60022

Licensee or Customer Contact Detail table with fields for Licensee or Customer, Address & Contact, Billing Address & Contact, and Technical Contact.



Product Detail table for Ethernet #1, including Product Type, Total MRC, Total NRC, Total Bandwidth, and Location A/Z details.

Product Detail table for Ethernet #2, including Product Type, Total MRC, Total NRC, Total Bandwidth, and Location A/Z details.

Order Summary table with Salesperson, Client Service Mgr, Order Contact, Term (Months), and Pricing & Contract Terms table.

ORDER ACCEPTANCE paragraph detailing the terms of the order form and the underlying license agreement.

Signature table with columns for Licensee or Customer and Company or Provider, including signature, name/title, and date.

<p>Subject:</p> <p>Approve RFP #08-22 for Drivers Training Program</p>	<p>Attachment:</p> <p>RFP #08-22 Bid Documents Best and Final Pricing from Mira Mesa Driving School</p>
<p>Category:</p> <p>Consent Items</p>	<p>Type of Board Consideration:</p> <p>Information <input checked="" type="checkbox"/> Consent Action</p>
<p>Recommended:</p>  <hr/> <p>Tim Flood Vice President, Administrative Services</p>	<p>Approved for Consideration:</p>  <hr/> <p>Sunita V. Cooke, Ph.D. Superintendent/President</p>

BACKGROUND

The district issued RFP #08-22 soliciting proposals for behind the wheel drivers training services that included curriculum, program management, instructors, equipment, supplies and training materials. This service is part of Community Education and Workforce Development’s Drivers Training Program. The goal is to award an agreement for drivers training behind the wheel services to begin August 1, 2022, for a period of one year, and an option to extend the agreement for four one-year terms.

STATUS



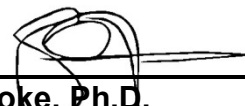
RFP #08-22 for behind the wheel drivers training program services was issued by the Purchasing Department and advertised in the San Diego Union Tribune on May 31, 2022, and June 7, 2022. The RFP documents were made available and sent out to 95 vendor firms through the district’s PlanetBids bid management portal system. One bidder submitted an electronic proposal by the June 23, 2022, deadline via PlanetBids. The bidder’s submittal was evaluated and deemed responsive.

Pursuant to the RFP document, Mira Mesa Driving School submitted pricing, and was determined to be the lowest responsive and responsible bidder. Purchasing and Community Education and Workforce Development staff have determined this bidder as the best overall value to the district.

Pricing will be determined per semester, with fall 2022 at \$405 per participant. The annual cost is anticipated not to exceed \$80,000, for a total contract value of \$400,000, with funding budgeted within the Workforce Development and Community Education budget.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with the award of RFP #08-22 to Mira Mesa Driving School for behind the wheel drivers training services.

Subject: Ratify and Approve Contracts and Purchase Orders— District	Attachment: Contract and Purchase Order Ratification List
Category: Consent Items	Type of Board Consideration: <div style="text-align: center;">  </div> Information Consent Action
Recommended:  <hr/> Tim Flood Vice President, Administrative Services	Approved for Consideration:  <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 2022 = \$99,100.00), 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
June 2, 2022 – June 27, 2022**

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			
PO #	Vendor	Description	Amount
22002049	H2I Group, Inc	Furniture (Fac)	\$51,457.70

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
22002118	AO Reed & Co	Emergency Domestic Water Line Leak at San Elijo (Fac)	\$15,000.00

In accordance with BP/AP 6330—Purchasing and Contracts, the following transactions were procured using various methods of award. This may include solicitation of at least three (3) competitive written quotes, pre-existing contracts, or negotiation to provide maximum value to the district.

POs from \$25,000 – \$99,100			
PO #	Vendor	Description	Amount
	No Entries This Month		

In accordance with BP/AP 6330—Purchasing and Contracts, the following transactions were procured using various methods of award. This may include solicitation of 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
22001995	Dell Marketing L P	Equipment (Career Ed)	\$20,713.19

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

POs from \$5,000 – \$9,999			
PO #	Vendor	Description	Amount
22001985	CopyMax Inc	Supplies (IS)	\$6,099.82
22001987	New Leaf California LLC	Training (Pur)	\$5,333.00

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.

Change Orders			
PO #	Vendor	Description	Amount
	No Entries This Month		

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.

Construction Contract Change Orders			
PO #	Vendor	Description	Amount
	No Entries This Month		

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

MOUs and Grants

PO #	Vendor	Description	Amount
	No Entries This Month		

Total Contract Expenditures: \$98,603.71

Ratify MCC purchase orders 22001952 through 22002196

**Capital Improvement Program Contract and Purchase Order Ratification List
June 1, 2022 – June 27, 2022**

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			
PO #	Vendor	Description	Amount
	No Entries This Period		

In accordance with BP/AP 6330—Purchasing and Contracts, the following transactions were procured using various methods of award. This may include solicitation of at least three (3) competitive written quotes, pre-existing contracts, or negotiation to provide maximum value to the district.

POs from \$25,000			
PO #	Vendor	Description	Amount
22002195	ePlus Technology, Inc.	04204 IT Equipment/Media Supplies (OCN)	\$96,703.14
22002196	ePlus Technology, Inc.	04204 IT Equipment/Media Supplies (OCN)	\$51,565.34

In accordance with BP/AP 6330—Purchasing and Contracts, the following transactions were procured using various methods of award. This may include solicitation of 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
	No Entries this Period		

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

POs from \$0 – \$9,999			
PO #	Vendor	Description	Amount
22001988	Elite Relocation Services	04112 Moving Services (SAN)	\$1,537.00
22001989	State Water Resources Control Board	04202 Permit Fee (OCN)	\$600.00
22002092	Division of the State Architect	04212 DSA Plan Review (OCN)	\$333.50
22002110	Dell Marketing LP	04103 Equipment (SAN)	\$2,146.14

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.

Change Orders			
PO #	Vendor	Description	Amount
21000750	Vantage Technology Group	03722 Security Design (OCN)	\$2,938.00

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.

Construction Contract Change Orders			
PO #	Vendor	Description	Amount
20000592	Balfour Beatty Construction LLC	04201 Change Order 8 (OCN)	\$36,199.00
20000592	Balfour Beatty Construction LLC	04201 Change Order 9 (OCN)	(\$1,545.00)
20000595	Swinerton Builders	04203 Change Order 22 (OCN)	\$225,110.00
20001813	Conant Company, Inc.	04109 Change Order 10 (SAN)	\$13,286.32
21000214	Align Builders	04004 Change Order 12 (CLC)	\$40,993.00
21001267	Caliba, Inc.	04212 Change Order 2 (OCN)	\$6,156.00
21001945	Caliba, Inc.	04207 Change Order 5 (OCN)	\$132,018.00

21002140	Ahrens Mechanical	04115 Change Order 5 (SAN)	\$66,500.00
21002477	DICA Enterprises, Inc.	04244 Change Order 3 (OCN)	\$2,900.00

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 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 \$35,593,000.

MM-17-001 – Architectural and Engineering Services Task Orders			
PO #	Vendor	Description	Amount
	No Entries This Period		

MM-17-001 – Architectural and Engineering Services Task Change Orders			
PO #	Vendor	Description	Amount
	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.J (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-17-002 is \$4,300,000.

MM-17-002 – Geotechnical Engineering Task Orders			
PO #	Vendor	Description	Amount
	No Entries This Month		

MM-17-002 – Geotechnical Engineering Task Change Orders			
PO #	Vendor	Description	Amount
	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.

MM-17-003 – Civil Engineering Task Orders			
PO #	Vendor	Description	Amount
	No Entries This Period		

MM-17-003 – Civil Engineering Task Change Orders			
PO #	Vendor	Description	Amount
	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.

MM-19-012 – Commissioning Services Task Orders			
PO #	Vendor	Description	Amount

	No Entries This Month		
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MM-19-012 – Commissioning Services Task Change Orders			
PO #	Vendor	Description	Amount
	No Entries This Month		

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.

MM-19-013 – Inspector of Record Task Orders			
PO #	Vendor	Description	Amount
	No Entries This Period		




MM-19-013 – Inspector of Record Task Change Orders			
PO #	Vendor	Description	Amount
21000016	Kent Schafer (CIS)	04109 Inspection Services (SAN)	\$2,525.00

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 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.

MM-19-014 – Special Inspection Task Orders			
PO #	Vendor	Description	Amount
	No Entries This Period		

MM-19-014 – Special Inspection Task Change Orders			
PO #	Vendor	Description	Amount
	No Entries This Period		

Total Contract Expenditures: \$679,965.44			
Ratify purchase orders —22001988-22001989, 22002092, 22002110, 22002195-22002196			
Ratify purchase orders (Task Orders) — N/A			
Ratify purchase orders (Contracts) — N/A			

Subject: Authorize Vice President, Administrative Services to Approve Guaranteed Maximum Price (GMP) and Execute Change Order to the Design Build Contract for Oceanside New Arts Media Building Project Memorializing Same	Attachment: None
Category: Action Items	Type of Board Consideration: Information Consent Action 
Recommended:  <hr/> Tim Flood Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

On December 17, 2020, the board approved the award of a design-build contract for Collaboration Phase services and Design Through Agency Approval and Final Guaranteed Maximum Price Phase services (“Contract”) for the Oceanside New Arts Media Building project (“Project”) to Balfour Beatty Construction, LLC + HMC Architects (“DBE”). Via this same board agenda item, the board directed district staff to bring the final proposed Guaranteed Maximum Price (“GMP”) for the construction phase of the project back to the board for approval when district staff has received same from the DBE.

On March 14, 2019, the board approved agenda item VII.G. Approve Authorization for the Vice President for Administrative Services to Execute Change Orders and Contract Amendments for Measure MM Bond Program and Other District Facilities Contracts based on recommendations from district staff and outside legal counsel, John P. Dacey, Esq. of Bergman Dacey Goldsmith, PLC. The board action was based on the authority provided to the district by the legislature pursuant to, without limitation, Education Code sections 81655 and 81656. The district has operated without incident since then.

STATUS

District staff and the Program Management Office (“PMO”) have recognized a need to efficiently manage the highly competitive and escalating construction bidding market by securing and expediting the approval of the GMP for the construction phase of the Project. During the upcoming months, the PMO and district staff are to receive and review the DBE’s proposed GMP for the project’s construction phase. As the board’s meeting schedule does not timely coincide with the PMO and district staff’s receipt of the DBE’s proposed GMP, before construction bidding conditions fluctuate, staff recommends that the board delegate its authority to the vice president, administrative services to approve and execute a change order to the Project Contract to memorialize the GMP for the project’s construction phase, as long

as the GMP amount does not bring the project's total contract value above the established project budget of \$25,859,673.

As applicable to construction contracts and professional service agreements, Education Code sections 81655 and 81656, both acknowledge a governing board's discretion to delegate its authority for the entering into of professional and construction contracts, and the authorization of change orders thereunder, provided that: (i) The delegation of authority "... shall prescribe the limits of the delegation as to time, money, and subject matter; (ii) All transactions entered into by the officer or employee shall be reviewed and ratified by the governing board every 60 days; and (iii) In the event of malfeasance in office, the community college district officer or employee invested by the governing board with the power to contract shall be personally liable for any and all moneys of the district paid out as a result of the malfeasance." Further, the officer or employee of a district can only be delegated that authority which the board would have under applicable law. (Education Code sections 81655, 81656, 70902 (a) (1) and (d), and applicable case law).¹



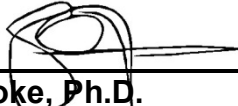
The delegation of authority being requested is only to the extent of the project's board approved 'Projected Budget' unless the board subsequently approves an increase.

RECOMMENDATION

Given the foregoing, district staff, the Program Management Office, and outside legal counsel, Cauvel & Dacey, P.C., recommend that the board approve the following:

- 1) Authorize the vice president, administrative services to approve and execute a change order to DBE's Contract to memorialize the GMP for construction phase services for the Oceanside New Arts Media Building project as long as the amount of the GMP does not bring the total Contract value above the established Project budget of \$25,859,673; and
- 2) Direct district staff that this change order be brought before the board for ratification within 60 days of the vice president, administrative services approving and executing the change order to the Project Contract.

¹ The Guide to Bidding and Contracting for School Districts and Community College Districts originally produced by the San Diego County Counsel's Office are in accord (pages 97 thru 98 thereof).

<p>Subject:</p> <p>Authorize Vice President, Administrative Services to Approve Guaranteed Maximum Price (GMP) and Execute Change Order to the Design Build Contract for Oceanside Chemistry and Biotechnology Building Project Memorializing Same</p>	<p>Attachment:</p> <p>None</p>
<p>Category:</p> <p>Action Items</p>	<p>Type of Board Consideration:</p> <p>Information Consent Action </p>
<p>Recommended:</p>  <hr/> <p>Tim Flood Vice President, Administrative Services</p>	<p>Approved for Consideration:</p>  <hr/> <p>Sunita V. Cooke, Ph.D. Superintendent/President</p>

BACKGROUND

On November 21, 2019, the board approved the award of a Design-Build Contract for Collaboration Phase Services and Design Through Agency Approval and Final Guaranteed Maximum Price Phase Services (“Contract”) for the Oceanside Chemistry and Biotechnology Building project (“Project”) to CW Driver + HED (“DBE”). Via this same board agenda item, the board directed district staff to bring the final proposed Guaranteed Maximum Price (“GMP”) for the construction phase of the project back to the board for approval when district staff has received same from the DBE.

On March 14, 2019, the board approved Item VII.G. Approve Authorization for the Vice President for Administrative Services to Execute Change Orders and Contract Amendments for Measure MM Bond Program and Other District Facilities Contracts based on recommendations from district staff and outside legal counsel, John P. Dacey, Esq. of Bergman Dacey Goldsmith, PLC. The board action was based on the authority provided to the district by the legislature pursuant to, without limitation, Education Code sections 81655 and 81656. The district has operated without incident since then.

STATUS

District staff and the Program Management Office (“PMO”) have recognized a need to efficiently manage the highly competitive and escalating construction bidding market by securing and expediting the approval of the GMP for the construction phase of the Project. During the upcoming months, the PMO and district staff are to receive and review the DBE’s proposed GMP for the project’s construction phase. As the board’s meeting schedule does not timely coincide with the PMO and district staff’s receipt of the DBE’s proposed GMP, before construction bidding conditions fluctuate, staff recommends that the board delegate its authority to the vice president, administrative services to approve and execute a change order

to the Project Contract to memorialize the GMP for the project's construction phase, as long as the GMP amount does not bring the project's total contract value above the established project budget of \$46,921,154.

As applicable to construction contracts and professional service agreements, Education Code sections 81655 and 81656, both acknowledge a governing board's discretion to delegate its authority for the entering into of professional and construction contracts, and the authorization of change orders thereunder, provided that: (i) The delegation of authority "... shall prescribe the limits of the delegation as to time, money, and subject matter; (ii) All transactions entered into by the officer or employee shall be reviewed and ratified by the governing board every 60 days; and (iii) In the event of malfeasance in office, the community college district officer or employee invested by the governing board with the power to contract shall be personally liable for any and all moneys of the district paid out as a result of the malfeasance." Further, the officer or employee of a district can only be delegated that authority which the board would have under applicable law. (Education Code sections 81655, 81656, 70902 (a) (1) and (d), and applicable case law).¹


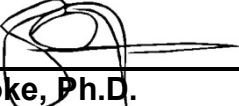
The delegation of authority being requested is only to the extent of the Project's board approved projected budget unless the board subsequently approves an increase.

RECOMMENDATION

Given the foregoing, district staff, the Program Management Office, and outside legal counsel, Cauvel & Dacey, P.C., recommend that the board approve the following:

- 1) Authorize the vice president, administrative services to approve and execute a change order to DBE's contract to memorialize the GMP for construction phase services for the Oceanside Chemistry and Biotechnology Building project as long as the amount of the GMP does not bring the total Contract value above the established project budget of \$46,921,154.00; and
- 2) Direction to district staff that this change order be brought before the board for ratification within 60 days of the vice president, administrative services approving and executing the change order to the Project Contract.

¹ The Guide to Bidding and Contracting for School Districts and Community College Districts originally produced by the San Diego County Counsel's Office are in accord (pages 97 thru 98 thereof).

Subject: Board Policy 3260 – Energy and Sustainability	Attachment: Board Policy 3260 – Energy and Sustainability
Category: Board Policies – Periodic Review	Type of Board Consideration: Information Consent  Action
	Approved for Consideration:  <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

A periodic review of Board Policy 3260 – Energy and Sustainability has been approved by College Council, and the policy is now presented for adoption by the board of trustees.

Administrative Procedure 3260 is included for reference only.

RECOMMENDATION

Adopt Board Policy Board Policy 3260 – Energy and Sustainability.

The Board of Trustees delegates to the superintendent/president the authority to develop practices and procedures that promote leadership on sustainability issues in all areas of the college, including instruction, operations, construction, facilities, transportation, land use, energy conservation, water conservation, solid-waste minimization, storm-water pollution preventions, recycling, and environmental and biological integrity. In addition to promulgating efficiency and sustainability for their own sake, MiraCosta College as a learning institution shall become a model and classroom of sustainability for students, faculty, staff, and the community. The energy and sustainability procedures will include goals and guidance for all facets of the district that ensure the evolution of best practices in sustainability.

See Administrative Procedure 3260.

MiraCosta Community College District

Adoption Date:	6/7/11, 6/25/14
Periodic Review:	3/10/15, xx/xx/xx
References:	Executive Order S-12-04 Government Code §§15814.30, 15814.31 Title 24, California Code of Regulations (CCR), including Part 6, Energy Code California Code of Regulations (CCR), including Part 6, Energy Code
CCLC Update:	--
Steering:	S/P / N/A

Preamble

The energy and sustainability procedures provide goals and guidance to achieve energy conservation, sustainable building, facilities-management best practices, and integration across the district.

A. Management and Organizational Structure

The district shall establish sustainability policies and procedures consistent with the California Community Colleges Board of Governors Energy and Sustainability Policies of 2008, and their May 20, 2019 Resolution on Climate Change and Sustainability Goals and Policy, which align with the Climate Adaption Strategies developed by the State of California.. The district shall establish an effective structure to support an integrated approach to sustainability across all campus functions and communities, including the establishment of a broad-based district sustainability committee.

B. Energy Efficiency

The district will seek continuous improvement in energy efficiency from year to year. Auditing and monitoring of ongoing energy use will be conducted. Improving energy efficiency will be a principal consideration when equipment is replaced and facilities are remodeled. Energy-efficiency goals should be set so that all major capital projects at a minimum meet LEED silver standards. All major renovation projects should at a minimum outperform the current Title 24 Standards The district shall develop a policy that takes advantage of all incentives available for these projects, including those available from the Community College System Office.

C. Facilities Operation

All district buildings and facilities, regardless of the source of funding for their operation, should be operated in the most energy-efficient manner without endangering public health and safety and without diminishing the quality of education. To achieve sustainability and energy conservation goals the District shall encourage and support on-going energy conservation efforts, trainings and sustainability initiatives which engage all students, faculty, staff and the community. The district will develop and maintain a computerized energy-management system to provide centralized reporting and control of campus energy-related activities. Scheduling of building and/or facility usage should be optimized consistent

Effective Date:	6/7/11, 3/10/15, 7/7/22
References:	Executive Order S-12-04 Government Code §§15814.30, 15814.31 Title 24, California Code of Regulations (CCR), including Part 6, Energy Code
CCLC Update:	--
Steering:	S/P / N/A

with the approved academic and nonacademic programs to reduce the number of buildings operating at partial or low occupancy. To the extent possible, academic and nonacademic programs should be consolidated in a manner to achieve the highest building utilization.

To complement this program, appropriate energy-efficiency set points for heating and cooling of district facilities will be set. These limits do not apply in areas where other temperature settings are required by law or by specialized needs of equipment or scientific experimentation. Interior and exterior lighting, as well as use of water, both indoors and outdoors, will have appropriate limits set to ensure efficiency and to reduce overall operating costs.

The scheduling of buildings should be implemented in a manner to promote central plant and individual building air-conditioning-system shutdown to the greatest extent possible during the weekend and other holiday periods. Campus energy/utilities managers should make all attempts to change or update building operating schedules to match the changes in the academic programs on a continuing basis.

Instructional classroom doors shall remain closed when HVAC is operating. Ensure doors between conditioned space and nonconditioned space remain closed at all times (i.e. between hallways and gym areas), unless provided emergency direction from the Centers for Disease Control (CDC), California Department of Public Health (CDPH) in response to a public health crisis or pandemic.

D. Sustainable Building Practices

New construction, remodeling, renovation, and repair projects should be designed with consideration of optimum energy utilization, low-life-cycle operating costs, and compliance with all applicable energy codes and regulations. Projects shall also follow goals, recommendations and standards specified in the MiraCosta Facilities Master Plan and District Design Standards and Guidelines Energy-efficient and sustainable-design features in the project plans and specifications need to be considered in balance with the academic program needs of the project within the available project budget.

The following elements should be considered in the design of all buildings:

1. Site and design considerations that optimize local geographic features to improve sustainability of the project.
2. Durable systems and finishes with long life cycles that minimize maintenance and replacement.
3. Optimization of layouts and design of spaces that can be reconfigured with the expectation that the facility should be renovated and reused versus demolished.
4. Systems designed for optimization of energy, water, and other natural resources.
5. Optimization of indoor environmental quality for occupants.
6. Utilization of environmentally preferable products and processes, such as recycled-content materials and recyclable materials.
7. Procedures that monitor and report operational performance, as compared to the optimal design and operating parameters.

8. Space should be provided in each building to support an active program for recycling and reuse of materials.

In order to implement the sustainable building goal in a cost-effective manner, the process should identify economic and environmental performance measures; determine cost savings; use extended-life-cycle costing; and adopt an integrated-systems approach. Such an approach treats the entire building as one system and recognizes the individual building features, such as lighting, windows, heating, and cooling.

E. On-Site Generation and Renewable Energy

The district will develop a strategic plan for energy procurement and production to reduce energy requirements from the electricity grid, to promote energy independence using available, economically feasible, renewable technology (solar, wind, biomass), and for on-site generation.

F. Transportation, Commuting, and Campus Fleet and Travel

The district will reduce vehicle miles traveled for both students and employees commuting to district campuses. Transportation patterns will be surveyed so that effective alternatives, such as public transportation and ride-sharing, can be effectively promoted. The district will also improve the efficiency of its vehicle fleet in areas of technology and fuels.

G. Water, Wastewater, and Sustainable Landscaping

Sustainable practices will be pursued in all matters of grounds and landscape management, including optimization of water efficiency through the use of irrigation controls, low-water plants, rainwater capture and reclaimed water; reduction of quantity and improvement in quality of runoff; the elimination of aggressive invasive species from campus plants; minimization of the grounds-keeping waste stream;; maximization of energy efficiency in grounds-keeping equipment; and development of a wildlife and native plant management strategy that supports habitat preservation within the campuses and surrounding areas.

H. Solid Waste Reduction and Management

The district will use the broadly established principles of “reduce, reuse, and recycle” in its solid-waste-management program. Areas of focus may include paper waste, food waste, landscaping waste, and construction waste. The district will cost-effectively minimize its solid waste flow to reduce both greenhouse gases and landfill deposits.

I. Green Purchasing

The district will establish purchasing policies to meet sustainability goals. Efforts will be made to minimize transportation of goods and other greenhouse-gas-related factors and packaging of goods and other waste-stream-related factors. Standards will be established for minimum recycled content of purchased goods, particularly paper. The district will strive to minimize the purchase of toxic materials, particularly in regards to facilities cleaning, and maintenance and grounds keeping.

J. Student and Curriculum Development


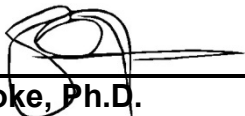
As a learning institution, MiraCosta College will become a model and classroom of sustainability for students, faculty, staff, and the community. The Instructional Services Division and Academic Senate will provide leadership and support in this regard through appropriate committee processes and professional development opportunities. The district will provide structured support and leadership for student involvement in campus and community sustainability activities.

K. Campus and Community Outreach and Awareness

The district will promote community outreach to generate community support for campus sustainability efforts and to diffuse sustainability practices into the community.

L. Climate Action Plan

The district will endeavor to monitor greenhouse gas emissions and develop and implement a plan for their reduction.

Subject: Board Policy 3310 – Records Management	Attachment: Board Policy 3310 – Records Management
Category: Board Policies – Periodic Review	Type of Board Consideration: Information Consent  Action
	Approved for Consideration:  _____ 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 3310 – Records Management has been approved by College Council, and the policy is now presented for adoption by the board of trustees.

Administrative Procedure 3310 is included for reference only.

RECOMMENDATION

Adopt Board Policy Board Policy 3310 – Records Management.

The superintendent/president shall establish administrative procedures to assure the retention, back-up of electronic records, and destruction of all district records, including electronically-stored information as defined by the Federal Rules of Civil Procedure, in compliance with Title 5. Such records shall include, but not be limited to, student records, employment records, and financial records.

Adoption History: 3/17/09
Periodic Review: 10/26/16, xx/xx/xx
References: Title 5, §§59020 et seq.
Federal Rules of Civil Procedure–Rules 16, 26, 33, 34, 37, 45
CCLC Update: #12, 2/07
Steering: VPAS / N/A

A. Purpose

The purpose of this procedure is to ensure that necessary records and documents are adequately identified, maintained and secured and to ensure that records that are no longer needed or of no value are destroyed in a timely and appropriate manner.

B. Definitions

“Records” means all records, maps, books, papers, data processing output, and documents of the District required by Title 5 to be retained, including but not limited to records created originally by computer and “electronically stored information” (“ESI”), as that term is defined by the Federal Rules of Civil Procedure.

C. Authority

The district’s superintendent/president or designee shall have responsibility for the classification, retention, security, and destruction of district records.

D. Period of Retention

The period of retention for all records shall be as required by Title 5 and other applicable laws, codes, and statutes. While the required retention period for some records is dependent upon the date of the applicable audit, varying audit practices of federal, state, and other agencies must also be considered. Any records deemed to be Class 2 or Class 3 records must be marked with the earliest legal destruction date, such that the warehouse can request and schedule a timely destruction within six months of the identified destruction date. All forms of personal or otherwise sensitive information shall be destroyed when it is no longer needed for the reason for which it was originally requested, in accordance with applicable laws, and shall be destroyed in a manner that it cannot be reproduced or identified in any physical or electronic form.

E. Classification of Records

District records shall be identified and marked in accordance with the following classifications, in accordance with California Code of Regulations, Title 5, §§59020-59041.

MiraCosta Community College District

Effective Date:	3/17/09, 4/15/21
References:	Title 5, §§59020 et seq. California Education Code §§76220, 76232, 35254 Federal Rules of Civil Procedure, Rules 16, 26, 33, 34, 37, and 45
Periodic Review:	--
CCLC Update:	#12, 2/07; #14, 2/08
Steering:	VPAS / N/A

1. Class 1 — Permanent Records
 - a. The original records or one exact copy, unless microfilmed, shall be retained indefinitely.
 - b. Examples of Class 1 records:
 - 1) Annual reports.
 - 2) Official budget and financial reports of all funds, including food services, bookstore and student body funds.
 - 3) Audit of all funds.
 - 4) Board agendas, minutes, transactions, policies and procedures, elections and recalls.
 - 5) Labor agreements.
 - 6) Legal settlement agreements.
 - 7) Other major reports, including those related to real estate, property, activities, financial condition, reorganization, and certain business transactions.
 - 8) Capital outlay project records, including bid documents, change orders, lease agreements and notices of completion.
 - 9) Property records, including records related to land, buildings and summary reports of equipment and fixed assets.
 - 10) Personnel and employment records, including hiring, evaluation, discipline, termination, salary and benefits, attendance and sick leave.
 - 11) Payroll and compensation records.
 - 12) Student records, including application, enrollment and academic records. Related financial aid documents will also be retained pursuant to applicable federal and state regulations.
 - 13) Records pertaining to any accident or injury to staff or students for which a claim for damages has been filed.
2. Class 2 — Optional Records
 - a. Optional records are not required by law to be maintained permanently, but may be deemed worthy of further preservation, typically a period of five years.

- b. Examples of Class 2 Records:
 - 1) Miscellaneous curriculum and instructional records.
 - 2) Bids, contracts, and vendor files.
 - 3) Certain records regarding categorical funds.
 - 4) Email
- 3. Class 3 — Disposable Records
 - a. Disposable records have specific retention periods and procedures for destruction. These may also include any permanent Class 1 records that have been microfilmed, whereby the microfilm document becomes the permanent record and the paper documents may be destroyed. All disposable records shall be maintained for no less than three (3) years after the year in which they were originally created.
 - b. Examples of Class 3 Records
 - 1) Miscellaneous financial records, including bank reconciliation and warrant reports, cash collection reports, invoices, journal vouchers, petty cash reports, purchase orders, receipts, student body and auxiliary fund transactions, cancelled checks and travel records
 - 2) Detail records used in the preparation of any other report
 - 3) Work order and repair tickets
 - 4) Vehicle maintenance and checkout records
 - 5) Employment applications and recruitment files
 - 6) Census reports
 - 7) Crime Reports

F. Microfilm/Microfiche Storage/Data Imaging Storage


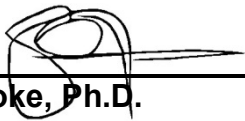
Documents may be retained in any format approved by the California Community Colleges Chancellor's Office, Title 5, and the California Education Code (CEC). Currently the CEC allows the district to destroy the original of any record when provision has been made for permanently maintaining the photographic, microfilm, or electronic copies in the files of the district, except that no original record that is basic to any required audit shall be destroyed prior to the second July 1 succeeding the completion of the audit. All departments of the district shall make every attempt to minimize the storage of paper records and maximize the use of imaging technology (or whatever is the most efficient and effective technology allowed by the California Community Colleges Chancellor's Office) in order to minimize storage space and maximize efficient access to the original data.

G. Off-site Back-up of Electronic Records

Electronic records shall be backed-up to a secondary location on a routine and systematic basis following NIST recommended best practices.

H. Destruction of Records

All Class 2 and Class 3 records that have been held for the required retention periods, and any Class 1 records after having been duly electronically archived and held for the required retention period, may be destroyed as allowed under Title 5 and applicable sections of the California Code of Regulations and all other applicable laws, codes, and statutes. Once Class 2 and Class 3 records have met their required retention rate, they shall be destroyed within six months of their minimum termination date. The Board of Trustees shall be notified of pending action to destroy records. All district records deemed to be approved, ready, and appropriate for destruction shall be shredded using a high-grade, cross-cut method such that none of the data contained in the records can be reconstructed or misused. Electronics files ready for destruction shall be deleted from the district systems in a manner as recommended by Academic Information Services (AIS).

Subject: Board Policy 3720 – Computer and Network Use	Attachment: Board Policy 3720 – Computer and Network Use
Category: Board Policies – Periodic Review	Type of Board Consideration: Information Consent  Action
	Approved for Consideration:  _____ 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 3720 – Computer and Network Use has been approved by College Council, and the policy is now presented for adoption by the board of trustees.

Administrative Procedure 3720 is included for reference only.

RECOMMENDATION

Adopt Board Policy Board Policy 3720 – Computer and Network Use.

Employees and students who use district computers and networks and the information they contain and related resources have a responsibility to not abuse those resources and to respect the rights of others. The superintendent/president shall establish procedures that provide guidelines to students and staff for the appropriate use of information technologies. The procedures shall indicate that users must respect software copyrights and licenses, respect the integrity of computer-based information resources, refrain from seeking to gain unauthorized access, and respect the rights of other computer users.

See Administrative Procedure 3720, Computer and Network Use, and Administrative Procedure 3750, Use of Copyrighted Material.

Adoption Date:	2/15/11
Periodic Review:	6/22/16, xx/xx/xx
References:	Education Code §70902 17 United States Code §§101 et seq. Penal Code §502 California Constitution, Article 1, Section 1 Government Code §3543.1(b)
CCLC Update:	#11, 8/06
Steering:	VPAS/VPIS/VPSS /VPHR/ N/A

Computer Usage

Definition of “computer”: Programmable, usually electronic, device that can store, retrieve, and process data (Webster’s Dictionary).

The district computer-and-network systems are the sole property of MiraCosta Community College District. They may not be used by any person without the proper authorization of the district. The computer and network systems are for district instructional and work-related purposes only.

This procedure applies to all district students, faculty, and staff and to others granted use of district information resources. This procedure refers to all district information resources whether individually controlled or shared, stand alone, or networked. It applies to all computer and computer communication facilities owned, leased, operated, or contracted by the district. This includes personal computers, workstations, servers, and associated peripherals (not restricted to but including printers, copiers, telephones, and projectors), software and information resources, regardless of whether used for administration, research, teaching, or other purposes.

Conditions of Use

Individual units within the district may define additional conditions of use for information resources under their control. These statements must be consistent with this overall procedure but may provide additional detail, guidelines, and/or restrictions.

Legal and Disciplinary Process

This procedure exists within the framework of the district board policy and state and federal laws. A user of district information resources who is found to have violated any of these policies will be subject to disciplinary action up to and including, but not limited to, loss of information resources privileges, disciplinary suspension, or termination from employment or expulsion, and/or civil or criminal legal action.

Copyrights and Licenses

Computer users must respect copyrights and licenses to software and other on-line information.

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Effective Date: 2/15/11, 5/20/16, 12/16/21

References: 17 United States Code §101 et seq.

Penal Code §502

California Constitution, Article 1, Section 1

Government Code §3543.1(b)

Federal Rules of Civil Procedure, Rules 16, 26, 33, 34, 37, 45

CCLC Update: #9, 9/05; #11, 8/06; #12, 2/07; #24, 4/14; #25, 11/14; #27, 10/15, #31, 10/17

Steering: VPAS/VPHR/VPIS/VPSS / N/A

Copying: Software protected by copyright may not be copied except as expressly permitted by the owner of the copyright or otherwise permitted by copyright law. Protected software may not be copied into, from, or by any district facility or system, except pursuant to a valid license or as otherwise permitted by copyright law.

Number of Simultaneous Users: The number and distribution of copies must be handled in such a way that the number of simultaneous users in a department does not exceed the number of original copies purchased by that department, unless otherwise stipulated in the purchase contract.

Copyrights: In addition to software, all other copyrighted information (text, images, icons, programs, etc.) retrieved from computer or network resources must be used in conformance with applicable copyright and other law. Copied material must be properly attributed. Plagiarism of computer information is prohibited in the same way that plagiarism of any other protected work is prohibited.

Integrity of Information Resources

Computer users must respect the integrity of computer-based information resources.

Modification or Removal of Equipment: Computer users must not attempt to modify or remove computer equipment, software, or peripherals that are owned by the District and other service providers without proper authorization.

Unauthorized Use: Computer users must not interfere with others' access and use of the district computers. This includes but is not limited to the following: sending chain letters or excessive messages, either locally or off-campus; printing excess copies of documents, files, data, or programs; running grossly inefficient programs when efficient alternatives are known by the user to be available; unauthorized modification of system facilities, operating systems, or disk partitions; attempting to crash or tie up a district computer or network; and damaging or vandalizing district computing facilities, equipment, software, or computer files.

Unauthorized Programs: Computer users must not intentionally develop or use programs that disrupt other computer users or access private or restricted portions of the system, or that damage the software or hardware components of the system. Computer users must ensure they do not use programs or utilities that interfere with other computer users or that modify normally protected or restricted portions of the system or user accounts. The use of any unauthorized or destructive program will result in disciplinary action as provided in this procedure and may further lead to civil or criminal legal proceedings.

Unauthorized Access

Computer users must not seek to gain unauthorized access to information resources and must not assist any other persons to gain unauthorized access.

Abuse of Computing Privileges: Users of district information resources must not access computers, computer software, computer data or information, or networks without proper authorization, or intentionally enable others to do so, regardless of whether the computer, software, data, information, or network in question is owned by the district. For example, abuse of the networks to which the district belongs or the computers at other sites connected to those networks will be treated as an abuse of district computing privileges.

Reporting Problems: Any defects discovered in system accounting or system security must be reported promptly to Academic Information Services (AIS) so that steps can be taken to investigate and solve the problem.

Password Protection: A computer user who has been authorized to use a password-protected account may be subject to both civil and criminal liability if the user discloses the password or otherwise makes the account available to others without permission.

Usage

Computer users must respect the rights of other computer users. Attempts to circumvent these mechanisms in order to gain unauthorized access to the system or to another person's information are a violation of district procedure and may violate applicable law.

Unlawful Messages: Users may not use electronic-communication facilities to send defamatory, fraudulent, harassing, obscene, threatening, or other messages that violate applicable federal, state, or other law or district policy, or that constitute the unauthorized release of confidential information.

Information Belonging to Others: Users must not intentionally seek or provide information on, obtain copies of, or modify data files, programs, or passwords belonging to other users without the permission of those other users.

Rights of Individuals: Users must not release any individual's (student, faculty, and staff) personal information to anyone without proper authorization.

User Identification: Users shall not send communications or messages anonymously or without accurately identifying the originating account, unless input is sought in an anonymous manner.

Political, Personal and Commercial Use: The district is a nonprofit, tax-exempt organization and as such is subject to specific federal, state, and local laws regarding sources of income, political activities, use of property, and similar matters.

- A. **Political Use:** District information resources must not be used for partisan political activities where prohibited by federal, state, or other applicable laws.
- B. **Personal Use:** District information resources should not be used for personal activities not related to appropriate district functions, except in a purely incidental manner. The following are guidelines for this type of usage:
 - 1. Incidental personal use of computing resources is an *exception* to the general prohibition against the use of district equipment for anything other than official district business.
 - 2. Incidental computer use must meet these stipulations:
 - a. Occasional use for personal purposes
 - b. Minimal time and duration
 - c. No additional cost to the district

- d. No financial gain for the user
 - e. Not for business purposes where the business is owned by the employee or the work is done for another business
3. Incidental computer use must not interfere with assigned job responsibilities or be in violation of existing security access policies and procedures.
- C. Commercial Use: Electronic-communication facilities may not be used to transmit commercial or personal advertisements, solicitations, or promotions. Some authorized college groups have been approved by the superintendent/president or designee to sell items and may be used appropriately, according to the stated purpose of the group(s). Users also are reminded that the “.cc” and “.edu” domains on the Internet have rules restricting or prohibiting commercial use, and users may not conduct activities not appropriate within those domains.
- D. Contractors or subcontractors that require access to district data or information systems are required to read, sign, and comply with the compliance statement regarding contractor access to district data and information systems, which is available from and filed with Academic Information Services.

Acceptable Use of District Data and Information Systems

Different types of data have unique requirements as follows:

A. Student Data

- 1. Employee access to data is based upon job function. Security will be determined by the appropriate manager and granted accordingly by AIS staff.
- 2. Within the scope of an employee’s job function, student data may be used in aggregate (not individually identifiable) form without prior permission, as long as the use is in compliance with federal and state privacy laws.
- 3. Outside the scope of an employee’s job function, individually identifiable data may only be used with permission of the dean of Admissions, Assessment, and Student Aid or their designee. These uses might include contacting a student by telephone, mail, or e-mail.
- 4. Only the registrar is authorized to release student data. Any request for student data from law enforcement or other federal, state, or local authority or other agency must be cleared by the registrar or their designee.

B. Employee Data

- 1. Employee access to data is based upon job function. Security will be determined by the appropriate manager and granted accordingly by AIS staff.
- 2. Within the scope of an employee’s job function, use of college personnel-directory information does not require prior permission.

3. Within the scope of an employee's job function, employee data may be used in aggregate (not individually identifiable) form without prior permission, as long as the use is in compliance with federal and state privacy laws.
4. Outside the scope of an employee's job function, individually identifiable employee data may only be used with permission of the director of Human Resources or their designee. These uses might include contacting an employee by telephone, mail, or e-mail.
5. Only the vice president of Human Resources is authorized to release employee data. Any request for employee data from law enforcement or other federal, state, or local authority or other agency must be cleared by the vice president of Human Resources or their designee.

C. Business Data

1. Employee access to data is based upon job function. Security will be determined by the appropriate manager and granted accordingly by AIS staff.
2. Within the scope of an employee's job function, business data may be used in aggregate form without prior permission as long as the use is in compliance with federal and state privacy laws.
3. Outside the scope of an employee's job function, specific business data may only be used with permission of the Director of Fiscal Services or their designee. These uses might include reporting on the status of a purchase requisition, disclosing the amount of payment to an employee or vendor, or reporting on the total amount spent by the district for particular goods or services.
4. Only the vice president, Administrative Services, is authorized to release business data. Any request for business data from law enforcement or other federal, state, or local authority or other agency must be cleared by the vice president, Administrative Services, or their designee.

D. Vendor Data

1. Employee access to data is based upon job function. Security will be determined by the appropriate manager and granted accordingly by AIS staff.
2. Within the scope of an employee's job function, vendor data, such as vendor proposals, bid specifications, or assessment test data may be used in aggregate (not individually identifiable) form without prior permission, as long as the use is in compliance with federal and state privacy laws.
3. Outside the scope of an employee's job function, individually identifiable vendor data may only be used with permission of the director of Purchasing and Material Management or their designee. These uses might include a bid amount submitted by a vendor in response to a district request for proposal or the legal owner of a particular business concern.

4. Only the director of Purchasing and Material Management is authorized to release vendor data. Any request for vendor data from law enforcement or other federal, state, or local authority or other agency must be cleared by the director of Purchasing and Material Management or their designee.

Nondiscrimination

All users have the right to be free from any conduct connected with the use of MiraCosta Community College District network and computer resources that discriminates against any person on the basis of accent, age, ancestry, citizenship, status, color, disability, economic status, ethnic-group identification, gender, marital, status, medical condition, national origin, parental status, race, religion, sexual orientation, or veteran status (as listed in Board Policy 3410). No user shall use the district network and computer resources to transmit any message, create any communication of any kind, or store information that violates any district procedure regarding discrimination or harassment, or is defamatory or obscene, or that constitutes the unauthorized release of confidential information.

Disclosure

No Expectation of Privacy: The district reserves the right to monitor all use of the district network and computer to assure compliance with these policies. Users should be aware that they have no expectation of privacy in the use of the district network and computer resources. The district will exercise this right only for legitimate district purposes, including but not limited to, ensuring compliance with this procedure and the integrity and security of the system.

Possibility of Disclosure: Users must be aware of the possibility of unintended disclosure of communications.

Retrieval: It is possible for information entered on or transmitted via computer and communications systems to be retrieved, even if a user has deleted such information.


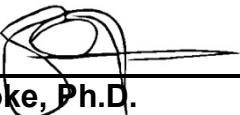
Public Records: The California Public Records Act (Government Code §§6250 et seq.) includes computer transmissions in the definition of “public record” made on the district network and computer must be disclosed if requested by a member of the public.

Litigation: Computer transmissions and electronically stored information may be discoverable in litigation.

Dissemination and User Acknowledgment

All users shall have access to these procedures and be directed to familiarize themselves with them.

Users shall sign and date the acknowledgment and waiver included in this procedure stating that they have read and understand this procedure and will comply with it. This acknowledgment and waiver shall be in the form as follows:

Subject: Board Policy 5055 – Student Enrollment Limitations and Priorities	Attachment: Board Policy 5055 – Student Enrollment Limitations and Priorities
Category: Board Policies – Second Reading	Type of Board Consideration: Information Consent  Action
	Approved for Consideration:  <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

Revisions to Board Policy 5055 – Student Enrollment Limitations and Priorities have been approved by College Council, and the policy is now presented for a second reading and adoption by the board of trustees.

Administrative Procedure 5055 is included for reference only.

RECOMMENDATION

Adopt Board Policy 5055 – Student Enrollment Limitations and Priorities.

The superintendent/president shall establish procedures defining enrollment registration limitations and priorities, as well as the process for challenging an enrollment registration limitation. These procedures shall comply with Title 5 regulations.

See Administrative Procedure 5052, Student Open Enrollment, and Administrative Procedure 5055, Student Registration Enrollment Limitations and Priorities.

Enrollment in specific courses or programs may be limited as follows:

- A. Students may register in no more than 18 credit units per semester and no more than 8 credit units per summer session. Concurrently enrolled high school students may register in no more than 11 credit units per semester and no more than 8 credit units per summer session as defined in Administrative Procedure 5011, Admission and Concurrent Enrollment of High School and Other Young Students. Students who have extenuating circumstances and who need to register in more than the allowed limit must meet with a counselor to discuss their options.
- B. Registration may be limited to students meeting properly validated prerequisites and corequisites as outlined in Administrative Procedure 4260.
- C. Registration may also be limited due to the following legal or practical considerations:
 - 1. Health-and-safety considerations
 - 2. Facility limitations
 - 3. Faculty workload
 - 4. Availability of qualified instructors
 - 5. Funding limitations
 - 6. Regional planning constraints
 - 7. Legal requirements imposed by statutes, regulations, or contracts.
- D. The college may establish audition or try-out as a limitation on enrollment for intercollegiate competition and public performance courses, or may establish a limitation on enrollment in honors courses, allocating available seats to those students judged most qualified. The specific criteria of the limitation shall be both well-defined and as measurably objective as possible.
- E. The college may limit enrollment to a cohort of students enrolled in two or more courses together provided a majority of all sections of each course do not have such restrictions. However, the college may limit enrollment in a course section to any group

of students, with approval of the vice president of instructional services, if the college does not claim that course section for state apportionment.

- F. With respect to students on probation or subject to dismissal, the college may limit enrollment to a total number of units or to selected courses for students who have appealed and been granted permission to set aside their dismissal as determined by the dean of counseling and student development.
- G. Enrollment in upper division courses is limited to students who are enrolled in the baccalaureate degree program.

See Administrative Procedure 5052, Student Open Enrollment, for the enrollment-limitation challenge process.

Priority Registration System

Students will register in the order of priority listed below.

Group A Students who have completed all the priority registration steps (also known as matriculation) and are eligible under any of the following categorical programs:

1. Member or former member of the armed forces of the United States and a resident of California (as determined by Admissions and Records) for any academic term within four years of leaving active duty or while receiving G.I. Bill benefits. Veterans who have been discharged within the last 15 years and have not taken advantage of priority registration for more than four years may request priority registration through the Admissions and Records Office.
2. Foster youth and former foster youth (up to and including the age of 24).
3. Homeless youth (up to and including the age of 24).
4. Disabled student as defined by statute and upon the recommendation of Student Accessibility Services (SAS).
5. Disadvantaged student as defined by statute and upon the recommendation of Extended Opportunity Programs and Services (EOPS).
6. CALWorks/Tribal TANF students.

To receive and maintain priority registration, new and continuing Group A students must maintain good academic standing with at least a 2.0 grade-point average, develop a student education plan, complete at least 50 percent of enrolled units, and not have exceeded 100-degree applicable units.

Group B Students new to the college or returning after two semesters who have completed the priority registration steps (also known as matriculation) which include student athletes and students in the baccalaureate program.

To receive and maintain priority registration, new and continuing Group B students must maintain good academic standing with at least a 2.0 grade-point average, complete at least 50 percent of enrolled units, and not have exceeded 100-degree applicable units (students in the baccalaureate program, homeless youth, foster youth, and students in the SAS program are exempt from the 100-unit limitation).

- Group C Continuing students who have not completed the priority registration steps (matriculated) and new and returning students, including those in Group A and Group B who have not completed the priority registration steps (matriculated) or previously earned a bachelor's degree.
- Group D Any student who has been on probation for at least two consecutive semesters, including students on academic probation (GPA based) or progress probation (based on percentage of courses completed with an evaluative grade).
- Group E Students who have completed more than 100-degree applicable units (students in the baccalaureate program, homeless youth, foster youth, and students in the SAS program are exempt from the 100-unit limitation) with a grade of A–F, P, or NP. Courses considered “basic skills” will not count toward the completion of units in this category, but the units will count in Group B and Group C.
- Group F Concurrently enrolled high school students.

Loss of Priority Registration

Admissions and Records will notify each student who is placed on academic or progress probation, or earned 75 percent or more of the unit limit, of the potential for loss of priority registration.


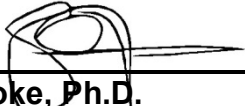
A student is notified for the loss of priority registration when placed on a second consecutive term of academic or progress probation or reaches the unit limit.

Appeal of Loss of Priority Registration

Students may appeal to reinstate priority registration for the following reasons:

- The student is enrolled in a high unit major.
- The loss of priority is due to extenuating circumstances or a student with a disability applied for but did not receive a reasonable accommodation in a timely manner. Extenuating circumstances are verified cases of accidents, illnesses, or other circumstances beyond the student's control.
- The student demonstrates significant academic improvement. Significant academic improvement is defined as achieving no less than the minimum grade-point average and progress standard established in Administrative Procedure 4250, Probation, Disqualification, and Readmission.

The dean of Counseling and Student Development or their designee will review the appeal.

Subject: Board Policy 7400 – Employee Travel	Attachment: Board Policy 7400 – Employee Travel
Category: Board Policies – Second Reading	Type of Board Consideration: Information Consent Action 
	Approved for Consideration:  _____ 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

Revisions to Board Policy 7400 – Employee Travel have been approved by College Council, and the policy is now presented for a second reading and adoption by the board of trustees.

Administrative Procedure 7400 is included for reference only.

RECOMMENDATION

Adopt Board Policy 7400 – Employee Travel.

Overview

MiraCosta Community College District's policy is to reimburse employees for reasonable and necessary expenses incurred in connection with approved travel on behalf of the district. Travel will normally be limited to meetings held within the United States.

Authorization and Responsibility

The superintendent/president shall establish authorization for travel expenditures and publicize procedures regarding the attendance of employees at conferences, meetings, or activities. The procedures shall include prepaid travel, travel advances, reimbursements, and travel expense claims.

The superintendent/president is authorized to attend conferences, meetings, and other activities that are appropriate to the functions of the district.

~~All travel outside of California must be approved in advance by the superintendent/president.~~

~~For prepaid travel or travel advances, employee travel must be authorized at least 14 days in advance of the travel. Unauthorized absence from work is not covered by liability insurance policies.~~

~~All travel outside the United States must be approved in advance by the Board.~~

See Administrative Procedure 7400.

MiraCosta Community College District

Page 1 of 1

Adoption Date: 1/18/11, 8/17/17
 References: Education Code §87032
 CCLC Update: [N/A#1, 9/01, # 31, 10/17](#)
 Steering: BPC / ADMIN

The MiraCosta Community College District policy is to reimburse employees for reasonable and necessary expenses incurred in connection with approved travel on behalf of the district. Travel will normally be limited to meetings held within the United States.

Travelers should verify that planned travel is eligible for reimbursement or a travel expense claim before making travel arrangements. The district strongly encourages use of travel discounts when making travel arrangements. Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources (e.g. State Chancellor’s Office, accrediting commission, etc.). If circumstances arise that are not specifically covered in this travel policy, the most conservative course of action should be taken. Travel expense requests must comply with district expenditure policies and appropriate grant/other restricted funding requirements.

Authorization for Travel Expenditures

An individual may not approve their own travel or reimbursement. Travel and reimbursement for employees must be approved by a director or dean for travel under \$3,000 and by a vice president or the superintendent/president for travel over \$3,000. Travel and reimbursement outside of California must be approved by a vice president and the superintendent/president.

Travel and reimbursement for deans or directors must be approved by a vice president or the superintendent/president.

Travel and reimbursement for a vice president must be approved by the superintendent/president.

Travel and reimbursement for the superintendent/president must be approved by the vice president of business and administrative services.

For prepaid travel or travel advances, employee travel must be authorized at least fourteen (14) days in advance of the travel. Unauthorized absence from work is not covered by liability insurance policies.

Designated approval authorities are required to review expenditures and withhold reimbursement if there is reason to believe the expenditures are inappropriate, extravagant, or do not comply with state and federal laws.

Effective Date:	1/18/11, 5/15/12, 3/12/13, 7/6/17, 8/3/17, 8/17/17
Reference Update:	10/16
References:	Education Code §87032 2 Code of Federal Regulations, Part 200.474
CCLC Update:	#29, 10/26
Steering:	WCC / N/A

Personal Funds

Travelers should review reimbursement guidelines before spending personal funds for business travel to determine if such expenses are reimbursable. The district reserves the right to deny reimbursement of travel-related expenses for failure to comply with policies and procedures.

Travelers who use personal funds to facilitate travel arrangements will not be reimbursed until after the trip occurs and proper documentation is submitted.

Permissible Travel Expenses

Before travel begins, the district may issue prepayments for expenses where prepayment is permissible.

The following items associated with district travel will be reimbursed by the district.

- **Conference Registration Fees**

Prepaid permissible. Conference registration fees may be prepaid with a submission of the registration confirmation document. Business-related banquets or meals that are part of the conference can be paid with the registration fees; however, such meals must be deducted from the traveler's per-diem allowance. See Meals (per diem) for more detail.

Receipts are required for reimbursement, if not prepaid.

- **Airfare**

Prepaid permissible. Travelers may contact the district-contracted travel agency for their airfare ticket to be prepaid by the Fiscal Services office. Changes must be promptly notified to the travel agency and Fiscal Services. Unused tickets may not be used for personal purposes.

Travelers are expected to obtain the lowest available airfare in coach or economy class tickets that reasonably meets district travel needs for domestic and international flights. Travelers are encouraged to book flights at least fourteen (14) days in advance to avoid premium pricing. A higher-priced coach ticket for a subsequent upgrade in seating will not be reimbursed. Additional costs from the change of the original ticket for the convenience of the employee will not be reimbursed.

Receipts are required, if not prepaid. An itemized airline receipt, an e-ticket receipt/statement, or an Internet receipt/statement is required. The receipt must show the method of payment and indicate that payment was made.

- **Rail Transportation**

Prepaid permissible. The cost of the rail fare must not exceed the least expensive airfare. Travelers are expected to obtain the lowest available rail fare that reasonably meets district travel needs. Travelers are encouraged to book rail transportation at least fourteen (14) days in advance to avoid premium pricing. A higher-priced coach ticket for a subsequent upgrade in seating will not be reimbursed. Additional costs from the change of the original ticket for the convenience of the employee will not be reimbursed.

Receipts are required, if not prepaid. An itemized receipt, an e-ticket receipt/statement, or an Internet receipt/statement is required. The receipt must show the method of payment and indicate that payment was made

- **Lodging**

Reimbursable for room and tax rate only when authorized travel is greater than forty (40) miles from the traveler's home and primary worksite. Reasonable, single occupancy, standard business room rates, or limited to conference room rate when the conference provides hotel rates. Hotel reservations that require prepayment may be prepaid by the Fiscal Services Office.

Receipts are required. If the lodging receipt shows more than a single occupancy, the single room rate must be noted. If reimbursement for more than the single room rate is requested, the name of the second person must be included.

- **Meals**

A meal per diem is provided for travel that is greater than forty (40) miles from the traveler's home and primary worksite, and there is an overnight stay. Meal per diem is per the [US General Services Administration \(USGA\) Meals and Incidental Expense \(M&IE\)](#) rates. Note that the first and last calendar day of travel is at seventy-five (75) percent of the daily meal per diem as per the [USGA's M&IE](#) rates.

Receipts are not required for meal per diem.

Meals provided as part of the conference fee must be deducted from the traveler's daily per diem. If a free meal is served on the plane, included in a conference registration fee, built in to the standard, single hotel room rate or replaced by a legitimate business meal, the allowance for that meal may not be claimed and the amount will be deducted from the daily per diem as per the [USGA's M&IE](#) rates .

- **Meals for Student**

Meals for students on athletic or other field trips is provided at \$10 per meal, up to \$30 per day, per student, from general funds. See Administrative Procedure 6304 for other student meal policies.

- **Automobile Rental**

If a rental vehicle is more economical than any other type of public transportation, or if the destination is not otherwise accessible.

Travelers are strongly encouraged to fill the gas tank before returning the vehicle to the rental agency to avoid service fees and more expensive fuel rates.

The district authorizes reimbursement for economy or compact vehicles. The district provides the state-rate contract through [Enterprise](#) (click to view reservation link). In certain circumstances, larger vehicles may be rented with supervisory approval. The rental agreement must clearly show the date and the points of departure/arrival, as well as the total cost. Drivers must adhere to the rental requirements, and restrictions must be followed.

When vehicle rentals are necessary, travelers are required to purchase collision damage waiver (CDW) or loss damage waiver (LDW) coverage. The district will reimburse the cost of CDW or LDW coverage; all other insurance reimbursements will be denied. The authorized district driver (renter) renting the vehicle should verify that it is rented in both the employee's and the district's names to tie the rental to the district in a claim situation, per insurance carrier requirements (i.e., John Doe for MiraCosta College).

Receipts are required.

- **Automobile Mileage**

If the personal vehicle is more economical than any other type of public transportation, or if the destination is not otherwise accessible.

A valid driver's license issued within the United States and personal automobile insurance at least meeting the district's minimum insurance limits are required for expenses to be reimbursed. "Authorization for Use of Privately Owned Vehicles for District Business" and "Motor Vehicle Driver Authorization Request" forms ([Mileage Reimbursement Authorization Steps](#)) must be approved and on file per [Administrative Procedure 6530](#), Vehicle Use/Driver Authorization.

Reimbursement mileage rate for use of a personal automobile is based on the current Internal Revenue Service rate.

Mileage shall be computed to and from the traveler's normal work location and the destination. When a traveler is authorized to drive a private vehicle to and from a public carrier terminal (i.e., an airport, train station, bus station, etc.), mileage may be reimbursed as follows:

- One round trip, including parking for the duration of the trip
- Two round trips, including short-term parking expenses, when an employee is driven to a public carrier.

Mileage expenses are allowed to and from the traveler's residence and the public carrier or destination if the college business travel occurs during the traveler's nonworking hours or during a regularly scheduled day off.

If an employee has a temporary assignment away from their home campus, reimbursement shall be made for mileage expenses incurred to and from their home campus and the assignment location, or to and from their residence and the assignment location, whichever is less.

Employees who have assignments at different district locations in the course of a single work day as a part of their contractual obligation will be reimbursed at the district mileage rate for necessary travel between these locations. Contractual obligation is defined as meeting classes, discharging counseling/library/ supervisory duties, attending department meetings or meetings of Academic Senate, Classified Senate Council, or other district/Academic Senate/Classified Senate committees. No mileage will be paid for travel from home to the first work station of the day or to home from the last work station of the day, nor will the district pay mileage to locations for any overload assignment.

- **Miscellaneous Transportation**

Taxi, shuttle, bus, subway, metro, ferry, and other modes of transportation.

Receipts are required for taxi, bus, subway, metro, ferry and other modes of transportation. Receipts are not required for tips up to fifteen (15) percent for taxi/shuttle service.

- **Parking: Self-Parking and Valet**

Self-parking: *Receipts are required. The lodging bill can be used as a receipt when charges are included as part of the overnight stay.*

Valet parking—restricted only for hotels/conference locations where self-parking is not available: *Receipts are required for valet parking fees. Receipts are not required for tips up to fifteen (15) percent.*

- **Tolls**

Tolls are restricted for only when required for reasonable path of travel.

Receipts are required.

- **Business Expenses**

Gasoline, faxes, photocopies, internet charges, data ports, and district phone calls incurred while on travel status.

Itemized receipts are required for business expenses.

Travel Advances

Cash advances are authorized for specific situations that might cause undue financial hardship for district travelers. A minimum of \$200 and a maximum of ninety (90) percent of the estimated travel reimbursement amount up to \$2,000 can be advanced.

Requests for cash advances are made through the travel-request process and approved by the designated approval authority. Actual allowable expenses are applied to the travel advance, any excess cash advance must be returned to the Cashier's Office, and the receipt must be included on the expense report. Excess cash advances not returned within fourteen (14) days after the end of the trip will go through an escalation process, and future cash-advance requests will be on hold or denied until the issue is resolved.

Vacation in Conjunction with District Travel

In cases in which vacation time is added to district-related travel, any cost variance in airfare, car rental, or lodging must be clearly identified on the travel request. The district will not prepay any personal expenses with the intention of being "repaid" at a later time, nor will any personal expenses be prepaid or reimbursed.

Travel for Nonemployees

Additional costs for travel, lodging, meals, or other travel expenses for spouses or other family members will not be prepaid or reimbursed.

Reimbursements

A travel expense reimbursement request and supporting documentation (receipts) must be submitted within fourteen (14) days after the trip is completed to obtain reimbursement of expenses. Travel reimbursement not submitted within this timeframe requires an exception approval from a vice president or the superintendent/president.

Receipts are required for all expenses except meal per diem, mileage, and tips for taxi/shuttle service/valet parking. Expenses not supported by receipts will not be reimbursed.

If the requested reimbursement exceeds ten (10) percent of the total pre-trip estimate, the travel reimbursement request will be routed for approval through the same approval levels as the original request.


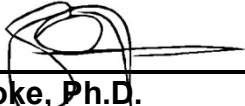
District employees who receive a monthly automobile allowance may submit mileage claims for mileage related to approved travel (e.g., mileage to and from the airport and as allowed by individual employment contracts).

Travel claim expenses will be reviewed by Fiscal Services and any amount due the employee will be reimbursed within fifteen (15) business days following submittal and approval of the travel claim.

Nonpermissible Travel Expenses

The following items that may be associated with district travel will not be prepaid or reimbursed by the district:

- Airline club memberships
- Airline upgrades
- Alcohol
- Business class or first class for domestic and international flights
- Child care, babysitting, house sitting, or pet sitting/kennel charges
- Commuting between home and the primary work location
- Costs incurred by traveler's failure to cancel travel or hotel reservations in a timely fashion
- Evening or formal wear expenses
- Haircuts and personal grooming
- Laundry and dry cleaning
- Passports, vaccinations, and visas when not required as a specific and necessary condition of the travel assignment
- Personal entertainment expenses, including in-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theater movies, golf outings, sightseeing tours, other entertainment or social activities, and related incidental costs
- Personal phone calls
- Travel accident insurance premiums or purchase of additional travel insurance
- Hotel bell staff/porter service
- Sundries and other expenses not directly related to district travel

Subject: Board Policy 3261 – Energy Conservation	Attachment: Board Policy 3261 – Energy Conservation
Category: Board Policies – First Reading	Type of Board Consideration:  Information Consent Action
	Approved for Consideration:  <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

Revisions to Board Policy 3261 – Energy Conservation have been approved by College Council, and the policy is now presented for a first reading by the board of trustees.

Administrative Procedure 3261 is included for reference only.

RECOMMENDATION

For information only.

The Board of Trustees embraces energy conservation and believes it to be the district's responsibility to ensure every reasonable effort is made to conserve energy and natural resources while exercising sound financial management.

The board recognizes the importance of adopting an energy conservation policy. The board also affirms the implementation of this policy will be the joint responsibility of the board, district administration, faculty, staff, students, and support personnel. Success is based on cooperation among all groups.

To ensure the overall success of the behavior-based energy conservation program, the following areas will be emphasized:

- A. A ~~designated campus/site administrator~~district facilities office will be accountable for energy conservation ~~on~~ ~~their campus/site~~, including conducting energy audits and providing timely feedback.
- B. All personnel at each campus/site are expected to make a positive contribution to maximize energy conservation and produce real energy savings.
- ~~C. The district will implement its energy conservation in accordance with Administrative Procedure 3261.~~
- ~~D.C.~~ Accurate records of energy consumption and cost will be maintained by the ~~designated campus/site administrator~~district facilities office to provide verifiable performance results on the goals and progress of the energy conservation program.

Further, to promote a safe, healthy learning environment and to complement the energy conservation program, ~~each the district~~campus/site shall review and adhere to the preventive maintenance and monitoring plan ~~administered by the campus/site physical plant~~ for its facilities and systems, including heating, ventilation and air conditioning, building envelope, and moisture management.

The district is committed to, and responsible for, a safe and healthy learning environment and every person is encouraged to become an “energy saver.”

1. General

- 1.1. Classroom doors shall remain closed when HVAC is operating unless provided emergency direction from the Centers for Disease Control (CDC), California Department of Public Health (CDPH) in response to a public health crisis or pandemic. Ensure doors between conditioned space and non-conditioned space remain closed at all times (i.e. between hallways).
- 1.2. All exhaust fans should be turned off daily where applicable.
- 1.3. All computers should be turned off each night. This includes the monitor, local printer, and speakers. Network (i.e. LAN) equipment and computers that are required to run lighting, HVAC equipment, irrigation controllers, etc. are excluded.
- 1.4. All capable personal computers should be programmed for the “energy-saver” mode using the power-management feature. If network constraints restrict this, ensure the monitor “sleeps” after ten minutes of inactivity.

2. Cooling Season Thermostat Set Points: Occupied–74-78°F, Unoccupied–85°F

- 2.1. Occupied temperature settings shall not be set below 74°F.
- 2.2. During unoccupied times when the buildings are not in use, the air conditioning shall be off (data centers and computer labs are excluded).
- 2.3. Air conditioning start times may be adjusted (depending on weather) to ensure instruction-room comfort when instruction begins.
- 2.4. Ensure outside air dampers are closed during unoccupied times where feasible.
- 2.5. Relative humidity levels shall not exceed 60 percent for any 24-hour period.

3. Heating Season Set Points: Occupied–68-72°F, Unoccupied–55°F

- 3.1. Occupied temperature settings shall not be above 72°F.
- 3.2. The unoccupied temperature setting shall be 55°F (i.e. setback). This may be adjusted to a 60°F setting during extreme weather.

- 3.3. The unoccupied time shall begin when the students leave an area.
- 3.4. During the spring and fall when there is no threat of freezing, forced air heating systems should be switched off during unoccupied times. Hot-water heating systems should be switched off using the appropriate loop pumps where and if applicable.
- 3.5. Ensure all domestic hot water systems are set no higher than 120°F or 140°F for cafeteria service.
- 3.6. Ensure all domestic hot-water recirculating pumps are switched off during unoccupied times where and if applicable.
- 3.7. Ensure a 6°F dead-band between heating and cooling modes for heat pumps where and if applicable.

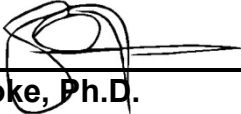
4. Lighting

- 4.1. All unnecessary lighting in unoccupied areas will be turned off. Faculty and staff members should make certain lights are turned off when leaving the instruction room or office when empty. Utilize natural lighting where appropriate.
- 4.2. All outside lighting shall be off during daylight hours.
- 4.3. Gymnasium lights should not be left on unless the gymnasium is being utilized.
- 4.4. All lights will be turned off when students and staff leave for the day as allowed by the lighting programs for each building. Custodial staff will turn on lights only in the areas in which they are working.
- 4.5. Refrain from turning lights on unless definitely needed. (Lights not only consume electricity but also give off heat, which places an additional load on the air conditioning equipment. This increases the use of electricity necessary to cool the room).

5. Water

- 5.1. Ensure all plumbing and/or intrusion (i.e. roof) leaks are reported and repaired immediately.
- 5.2. Ground watering should only be done per the local water district requirements.
- 5.3. When spray irrigating, ensure the water does not directly hit the facility or run off to the storm drains.
- 5.4. Consider installing water sub-meters on irrigation and cooling tower supply lines to eliminate sewer charges.

The district encourages the adoption, observation, and implementation of these procedures as provided; however, these procedures are not intended to be all-inclusive and may be modified for local conditions.

Subject: 2022/23 Board Goals	Attachment: None
Category: Information	Type of Board Consideration: <input checked="" type="checkbox"/> Information <input type="checkbox"/> Consent <input type="checkbox"/> Action
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Board Policy 2745 establishes that the Board of Trustees will undergo an annual self-evaluation.

STATUS

As part of its annual evaluation process during the May 12, 2022, board workshop, the board discussed goals for 2022/23, as listed below:

Guided Pathways/Equity:

Regularly monitor the progress of Student Success in the context of Diversity, Equity and Inclusion, and in the process show the larger community how academic success and cultural diversity must go hand in hand. To achieve this, the Board will review Guided Pathways metrics twice a year, emphasizing how improvement in Student Success is dependent on understanding the presence and influence of student diversity at a granular level. The Board will designate sufficient resources of money, staff, and faculty to strengthen Guided Pathways so that increasing numbers of students are retained within the first year.

College Culture:

Monitor work aimed at improving the campus culture based upon the 2019 Campus Climate Survey, to create an inclusive, welcoming, and supportive culture that acknowledges and supports individuals and their contributions. Help to foster an entrepreneurial culture that uses data to inform its decision process.

Institutionalize Futures Planning:

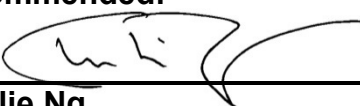
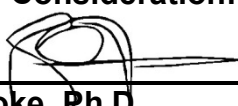
Build board capacity and drive institutional goals using a Futures Framework. Ensure that future signals are monitored and incorporated into the college’s specific plans so the college can be proactive in meeting future student and community needs.

Facilities:

Update the Facilities Master Plan with a futures lens in regard to spaces required and update the funding plan. Regularly monitor progress on the Capital Building Plan in terms of costs, timeline, and adherence to program values.

RECOMMENDATION

For information only.

Subject: Human Resources Update	Attachment: None
Category: Information	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ </div> Information Consent Action
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

UPDATE

COVID-19 and Safety

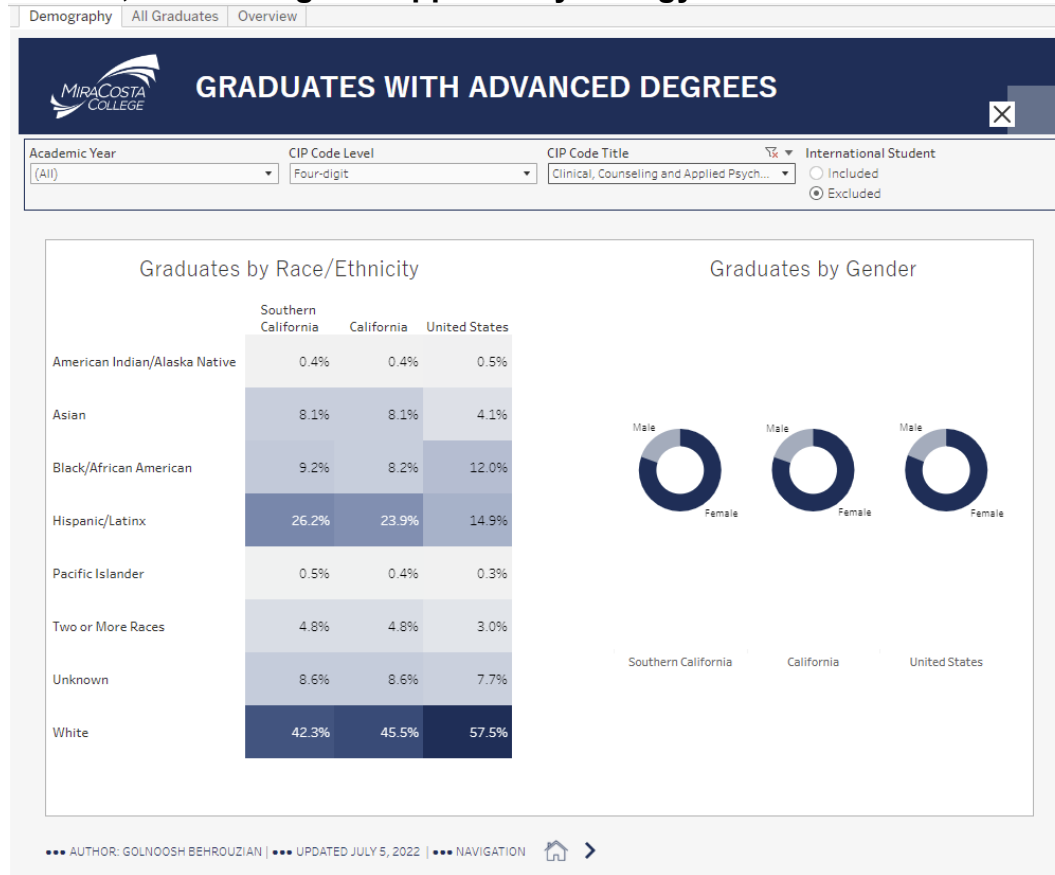
On June 1, the district ended its vaccine mandate for students, and also ended its mask mandate for employees, students, and community members. Additionally, the service agreements with Healthcare IT Leaders for vaccine tracking, contact tracing, and exempt testing were ended. This follows the expiration of CARES/HEERF funding for these initiatives. The vaccine mandate has continued for employees in order to keep district insurance and workers' compensation rates down due to lower hospitalizations and deaths. It also has helped lessen class disruption by reducing the length of employee COVID absences. Consistent with CDC guidance, exempt employees are not required to test weekly when the CDC Community Risk level is considered "low"; however, it has been in the "medium" level throughout the summer session. In following both the CDPH SMARTER strategy and Cal/OSHA COVID-19 standard, the district has maintained a stock of ASTM-rated surgical masks for students, employees, and community members to utilize; additionally, high-quality KN95 and N95 respirators are available for employees to use who desire added protection. For return-to-campus and exposure testing, Health Services and Risk Management maintain rapid antigen test supply for students and employees, respectively. The district has also maintained MERV13 enhanced ventilation throughout the district and continues to encourage vaccination and indoor mask use.

Diversity, Equity, Inclusion, and Accessibility

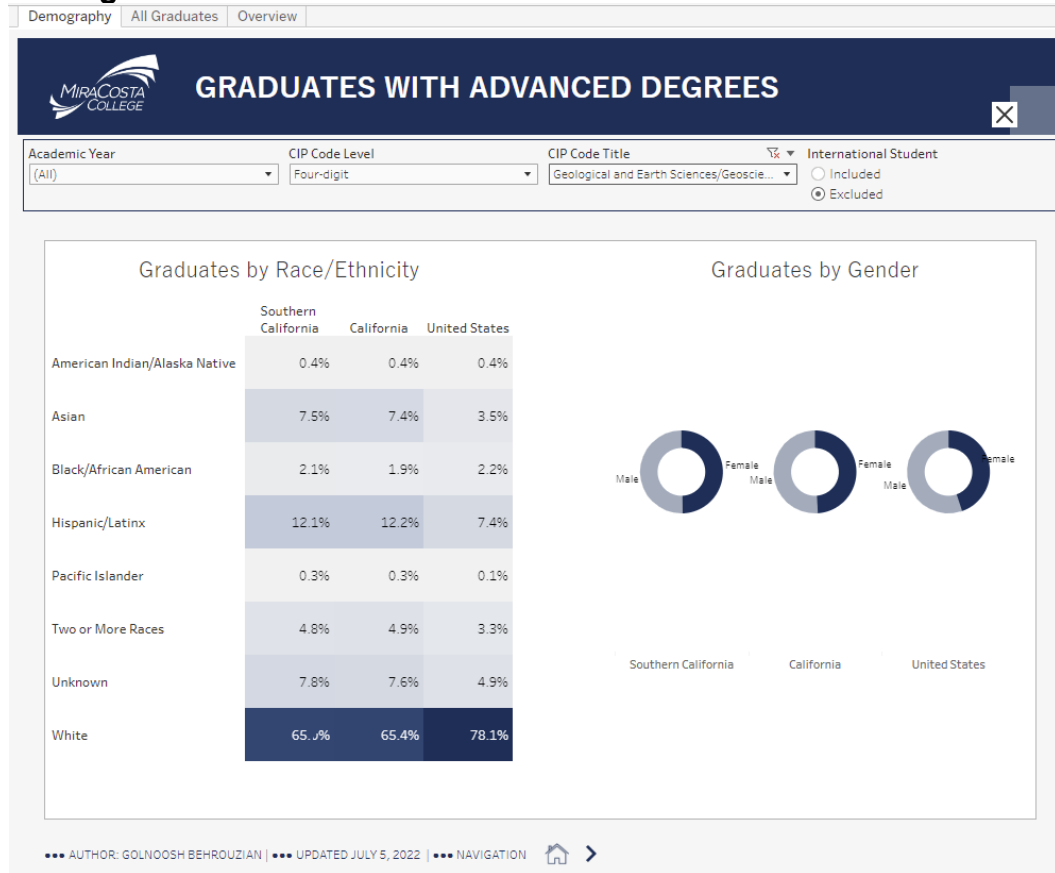
Human Resources (HR) and Research, Planning, and Institutional Effectiveness (RPIE) developed a data dashboard to provide users with information regarding the demographic makeup of students who graduate with advanced degrees across the US, California, and Southern California. This will help inform recruitment efforts for outreach, hiring committee training, and disproportionate impact analysis of the recruitment process.

The data is collected from the Integrated Postsecondary Data System (IPEDS) and includes annual institution-level data. Sample reports for clinical, counseling, and applied psychology, as well as geological earth sciences/geo sciences, are presented below to contrast the differences in demographics between disciplines. Adjustments are completed in Workday and PeopleAdmin.

Clinical, Counseling and Applied Psychology



Geological and Earth Sciences/Geosciences



In addition to the data dashboard, RPIE and a subcommittee of the Equal Employment Opportunity Advisory Committee assisted HR in expending the demographic data collected for applicants and employees to better match the student data to include gender identify and sexual orientation. The student data collected has also been expanded to include non-credit students and students that attend MiraCosta College but reside outside the district's service area.

Document Imaging Project

The document imaging project that converted HR paper files to electronic images took approximately 12 months to complete. The HR team sorted, organized, and removed extraneous documents from 2,580 active personnel records. In addition, terminated employee records have been imaged (i.e., 866 paper records were scanned, and 4,913 electronic records were transferred). In addition, over 150 electronic terminated records were indexed manually due to a data conversion issue. Missing files were accounted for, and physical files were audited to confirm wet signature documents exist for all active employees. A sampling of records was audited to ensure documents were scanned properly.

The transition from paper to electronic records has:

1. Enabled easy records retrieval – HR no longer needs to sift through paper records, and electronic records are now organized for easy retrieval.
2. Established an efficient filing system - No more paper filing. Records can be quickly and easily scanned and indexed to an employee's record.
3. Streamlined records maintenance - Name changes and employee status changes will transfer directly from Workday, eliminating the need to manually update paper file folder labels or pull and scan terminated employee files.
4. Reduced space needed for physical files - 3 file cabinets compared to 13 file cabinets and over 30 boxes of terminated records.