



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

**REGULAR MEETING
4 P.M. – THURSDAY – JANUARY 23, 2020**

**JOHN MACDONALD BOARD ROOM
BUILDING 1000 – OCEANSIDE CAMPUS**

AGENDA

- I. CALL TO ORDER**
- II. FLAG SALUTE / ROLL CALL**
- III. APPROVE MEETING MINUTES**

A. Organizational Meeting of December 19, 2019

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

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

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

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

V. CHANGES IN AGENDA ORDER

VI. PRESENTATIONS

- A. FY2019 Annual District and Measure MM Audit Presentation
- B. Legislative Update

VII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
- B. Approve New Position and Job Description – Associate Director, Veterans Business Outreach Center (VBOC) and Professional Expert Salary Schedule
- C. Approve Educational Tour/Field Study Travel Program – Summer 2020
- D. Approve Sabbatical Leave Recommendations for FY 2020/21
- E. Ratify and Approve Contracts and Purchase Orders—December 1 through December 31, 2019
- F. Approve 2019/20 Legal Services

VIII. ACTION ITEMS

- A. Approve Resolution No. 14-19/20: Intent to Convey Easement to City of Oceanside to Incorporate Storm Drain Improvements Into City's System
- B. Adopt Resolution No. 15-19/20: Sole Source Findings and Approval of Exception Pursuant to Public Contract Code Section 3400 (c) (2)

IX. SECOND READING – BOARD POLICIES

- A. Board Policy 2100 – Board Elections
- B. Board Policy 2210 – Officers of the Board
- C. Board Policy 2310 – Regular Meeting of the Board
- D. Board Policy 2735 – Board Member Travel and Reimbursable Expenses
- E. Board Policy 6330 – Purchasing
- F. Board Policy 6340 – Bids and Contracts
- G. Board Policy 6525 – Responsibility for Personal Property
- H. Board Policy 7330 – Communicable Disease

X. INFORMATION

- A. Summer 2019 Credit Graduate List

XI. COLLEGE-RELATED REPORTS

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

XII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

XIII. DECLARE NEED FOR CLOSED SESSION

- A. Public Employee Discipline/Dismissal/Release
(Pursuant to Government Code section 54957)
- B. Public Employee Performance Evaluation
(Pursuant to Government Code section 54957)
Title: superintendent/president

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

- A. Public Employee Discipline/Dismissal/Release
(Pursuant to Government Code section 54957)
- C. Public Employee Performance Evaluation
(Pursuant to Government Code section 54957)
Title: superintendent/president

XV. ADJOURNMENT

UPCOMING MEETING

4 p.m. – February 13, 2020

**Regular Meeting and Preliminary
Budget Workshop
Community Learning Center**

Board meetings are held in meeting rooms that are accessible to those with mobility disabilities. If you wish to attend the meeting and you have another disability requiring special accommodation, please notify the assistant board secretary, 760.795.6610, 760.757.2121, extension 6610, or 619.755.5155, extension 6610. The California Relay Service is available by dialing 711 or 800-735-2929 or 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 e-mail at jbollerud@miracosta.edu.

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



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

MINUTES OF REGULAR MEETING

**December 19, 2019
(Draft)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, December 19, 2019, in the John MacDonald Board Room, Building 1000, on the Oceanside Campus. President David Broad called the meeting to order at 4:01 p.m

II. FLAG SALUTE / ROLL CALL

Board members present:

David Broad	Frank Merchat
Rick Cassar	Anna Pedroza
William Fischer	Jacqueline Simon
George McNeil	Raquel Parizeau (Student Trustee)

Administrators present:

Superintendent/President Sunny Cooke
Vice President Alketa Wojcik
Vice President Charlie Ng
Vice President Tim Flood
Dean Jonathan Fohrman

III. BOARD ORGANIZATIONAL ACTION

A. Election of Officers

1. President

By motion of Trustee Broad, seconded by Trustee Fischer, Rick Cassar was elected as president of the board of trustees for 2020.

Vote: 6/0

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

Absentions: None

Absent: Merchat

2. Vice President

By motion of Trustee Cassar, seconded by Trustee McNeil, David Broad was elected as vice president of the board of trustees for 2020.

Vote: 6/0

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

Abstentions: None

Absent: Merchat

3. Board Secretary and Assistant Board Secretary

By motion of Trustee Broad, seconded by Trustee Simon, Dr. Sunita Cooke was elected secretary of the board of trustees, and Julie Bollerud as the assistant secretary of the board of trustees to serve until the 2020 organizational board meeting.

Vote: 6/0

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

Abstentions: None

Absent: Merchat

B. Fix Dates, Times, and Locations of 2020 Board Meetings

By motion of Trustee McNeil, seconded by Trustee Simon, the 2020 board meeting schedule was approved, as presented. Regular meetings will begin at 4 p.m.

Vote: 6/0

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

Abstentions: None

Absent: Merchat

Trustee Merchat arrived at 4:05 p.m.

IV. APPROVE MEETING MINUTES

A. Regular Meeting – Workshop of November 7, 2019

By motion of Trustee Cassar, seconded by Trustee Fischer the minutes of the regular meeting – workshop of November 7, 2019, were approved.

Vote: 5/0

Aye: Broad, Cassar, McNeil, Merchat, Pedroza

Abstention: Fischer, Simon

Absent: None

B. Special Meeting – Closed Session of November 13, 2019

By motion of Trustee McNeil, seconded by Trustee Fischer, the minutes of the special meeting – closed session of November 13, 2019, were approved.

Vote: 5/0

Aye: Cassar, Fischer, McNeil, Merchat, Pedroza

Abstention: Broad, Simon

Absent: None

C. Regular Meeting and Special Meeting – Closed Session of November 21, 2019

By motion of Trustee Simon, seconded by Trustee Cassar, the minutes of the regular meeting of November 21, 2019, were approved.

Vote: 5/0

Aye: Cassar, Fischer, Merchat, Pedroza

Abstention: Broad, McNeil

Absent: None

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

Student Jonathan Cline provided a handout and expressed concern regarding cybersecurity at the college and his interactions with district staff.

VI. CHANGES IN AGENDA ORDER

None.

VII. PRESENTATIONS

A. Comprehensive, Long-Term Planning Update

Dean of Research, Planning, and Institutional Effectiveness Dr. Chris Hill and Vice President of Administrative Services Tim Flood provided an update regarding long-term planning for the college and the locally-aligned targets set by the college. The draft mission, vision, and values were reviewed, as well as the next steps for spring 2020.

B. Foundation Overview and FY 2019 Accomplishments

Associate Vice President, Institutional Advancement and Executive Director Cynthia Rice reviewed the institutional advancement structure, the board membership, the Foundation goals for 2019/20, and provided details regarding the \$10 million comprehensive campaign. She reported the Foundation raised \$6.7 million this year, and total assets are valued at \$16.9 million.

VIII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions**
- B. Approve Increase to Hourly Pay Rates**
- C. Authorize Administrator Employment Contracts**
- D. Approve Addendum with Sandbar Diving, Inc. and Increase of Annual Purchase Order**
- E. Approve Renewal/Expansion of Enterprise Logging and Security Information and Event Management Software Subscription**
- F. Ratify and Approve Contracts and Purchase Orders—November 1 through November 30, 2019**
- G. Approve Execution of Consulting Services Contract**
- H. Approve Construction Services Contract for Measure MM, Bid #MM19-124 CLC New Student Services Building Project**

By motion of Trustee McNeil seconded by Trustee Cassar, all consent items were approved.

Vote: 7/0

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

Abstentions: None

Absent: None

IX. ACTION

- A. Public Hearing: 4:00 p.m. – Grant of Utility Easements to Verizon Wireless (VAW) LLC, D/B/A Verizon Wireless to Allow Installation of Electrical and Telecommunications Facilities on Adjacent City Property**

No public comments were made.

- B. Adopt Resolution No. 12-19/20: Grant of Utility Easements to Verizon Wireless (VAW) LLC, D/B/A Verizon Wireless to Allow Installation of Electrical and Telecommunications Facilities on Adjacent City Property**

By motion of Trustee McNeil seconded by Trustee Merchat, the board adopted Resolution No. 12-19/20: Grant of Utility Easements to Verizon Wireless (VAW) LLC, D/B/A Verizon Wireless to allow installation of electrical and telecommunications facilities on adjacent city property.

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

C. Adopt Resolution No. 11–19/20 – Excuse Board Member Absence

By motion of Trustee Fischer seconded by Trustee Merchat, the board excused Trustee McNeil from the November 21 board of trustees meeting.

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

D. Adopt Resolution No. 13–19/20 – Excuse Board Member Absence

By motion of Trustee McNeil seconded by Trustee Merchat, the board excused Trustee Simon from the November 7 board of trustees workshop.

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

X. PERIODIC REVIEW – BOARD POLICIES

A. Board Policy 6520

By motion of Trustee McNeil, seconded by Trustee Merchat, the board approved the periodic review of policies as presented

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

XI. FIRST READING – BOARD POLICIES

A. Board Policy 2100 – Board Elections

B. Board Policy 2210 – Officers of the Board

C. Board Policy 2310 – Regular Meeting of the Board Board Policy 2735 – Board Member Travel and Reimbursable Expenses

D. Board Policy 6330 – Purchasing

E. Board Policy 6340 – Bids and Contracts

F. Board Policy 6525 – Responsibility for Personal Property

G. Board Policy 7330 – Communicable Disease

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

XII. COLLEGE-RELATED REPORTS

A. Trustees Activities

Trustee Simon, along with Superintendent/President Cooke attended a retirement gathering at Grossmont College for Chancellor Cindy Miles. Trustee Pedroza joined Superintendent/President Cooke at the retirement celebration for MiraCosta's Outreach Specialist Lisa Montes. Trustee Merchat attended college performances of *Dance Reflections* and *The Importance of Being Earnest*, as well as a SDICCCA meeting. Trustee

Cassar attended multiple sessions of the Future in the World of Work. Trustee McNeil attended a RAFFY luncheon and joined Trustee Broad at Palomar College's State of the Region event. Trustees Simon, McNeil, Broad, and Merchat, attended the Holiday Luncheon hosted by the Classified Senate, and Trustees Broad, Cassar, McNeil, and Simon attended the Nursing Pinning Ceremony. Additionally, Trustees Broad and Cassar attended Caring Campus food events at the CLC and San Elijo campuses, as well as an overview hearing of the rising sea level and its impacts on coastal cities, hosted by Assemblymember Tasha Boerner Horvath.

B. Students

Student Trustee Raquel Parizeau attended *The Importance of Being Earnest* and the Day of Diversity event at the CLC. The last Associated Student Government (ASG) meeting included a review of the Student Code of Conduct. Parizeau is looking forward to participating in an ASG retreat and providing a brief ASG presentation at Spartan Start in January.

C. Classified Employees

No report.

D. Faculty

No report.

E. Vice Presidents

1. Instructional Services

A written report was submitted.

2. Student Services

Vice President Wojcik acknowledged the efforts of the campus community who worked on providing words of encouragement and other support during finals week.

3. Administrative Services

Vice President Flood recognized the large volume of work associated with Work Day. In January, the district will be transitioning its banking to JP Morgan. Tremendous work led to a great contractor that will be working on the CLC building as a result of Measure MM passing.

4. Human Resources

Vice President Ng reported there are many recruitments for both staff and faculty positions.

F. Superintendent/President




Superintendent/President Cooke thanked the board for their efforts over the year and also Trustee Broad for his service as board president for four of the last five years. She thanked college staff for their ongoing efforts, especially with the Caring Campus initiative.

XIII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

A groundbreaking event at the CLC is scheduled for February 13 at 3 p.m. More information will follow. A closed session will not be held at this time.

XIV. ADJOURNMENT

The meeting adjourned at 5:37 p.m.

Subject: FY2019 Annual District and Measure MM Audit Presentation	Attachment: Audit Summary Letters 2019 Annual Audit Summary <u>FY2019 Annual District Audit</u> <u>FY2019 Annual Measure MM Audit</u>
Category: Presentations	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

California Education Code §84040 requires that the governing board of each community college district shall provide for an annual audit of all funds, books, and accounts of the district in accordance with the regulations of the Board of Governors in order to encourage sound fiscal management practices and fiscal accountability. The MiraCosta Community College District annual audit has been completed and is available on the district website at: <http://miracosta.edu/administrative/index.html>. The audit firm of Vavrinek, Trine, Day & Co., LLP, certified public accountants licensed by the California Board of Accountancy, conducted the audit. The format and financial statement information is in accordance with the reporting standards of Governmental Accounting Standards Board Statement No. 34 and 35, which provides consistency in the reporting model used with other California community college districts.

STATUS

The audit included examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements, along with assessing the accounting principles used and significant estimates made by management. It is the opinion of the auditing firm that the basic financial statements present fairly, in all material respects, the financial position of the MiraCosta Community College District as of June 30, 2019, as noted in the audit report. Once again, the district has received an unmodified opinion with no material weaknesses or management comments noted. The summary of the auditor's results is attached. A representative of the audit firm of Vavrinek, Trine, Day & Co., LLP will present the audit report and will be available to answer any questions.

RECOMMENDATION

For information only.



Board of Trustees
MiraCosta Community College District
Oceanside, California

We have audited the financial statements of the business-type activities and the aggregate remaining fund information of MiraCosta Community College District (the District) for the year ended June 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 19, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2019. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the District's financial statements were:

Management's estimate of the other postemployment benefits (OPEB) liability is based on actuarial evidence provided by an actuary. We evaluated the key factors and assumptions used to develop the estimates for the OPEB liability, OPEB expense, and both deferred inflows and outflows of resources in determining that it is reasonable in relation to the financial statements taken as a whole.

In addition, management's estimate of the pension obligation and associated accounts is based on actuarial evidence provided by the pension plan sponsors. We evaluated the key factors and assumptions used to develop the estimates for pension obligation, pension cost, and both deferred inflows and outflows of resources in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

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10681 Foothill Blvd., Ste. 300 | Rancho Cucamonga, CA 91730-3831 | T 909.466.4410 | F 909.466.4431 | EOE

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no corrected or uncorrected misstatements noted in completing our audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 11, 2019.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI), which supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the schedule of expenditure of federal awards and the other supplementary information as listed in the table of contents of the Annual Financial Report, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Board of Trustees and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Erik Sallie LLP". The signature is written in a cursive, flowing style.

Rancho Cucamonga, California
December 11, 2019



Board of Trustees and the
Independent Citizens' Bond Oversight Committee
MiraCosta Community College District
Oceanside, California

We have audited the financial statements of the Measure MM General Obligation Bond Fund (Measure M) of the MiraCosta Community College District (the District) for the year ended June 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated March 7, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2019. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates affecting the Measure MM General Obligation Bond Funds' financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no corrected or uncorrected misstatements noted in completing our audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 11, 2019.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We were also engaged to conduct a Performance Audit over the General Obligation Bond Fund (Measure MM) funds to ensure compliance with Proposition 39, Article XIII A, Section 1(b)(3)(C) of the California Constitution that funds from Measure MM issuances were used only for the specified projects approved by the local voters.

Restriction on Use

This information is intended solely for the information and use of the Board of Trustees, management of the District, and the Independent Citizens' Bond Oversight Committee of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

Eide Bailly LLP

Rancho Cucamonga, California
December 11, 2019

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

1 Barnard Drive, Oceanside, CA 92056
► P 760.757.2121 ► F 760.795.6609 ► miracosta.edu

2019 Annual Audit Summary for MiraCosta Community College District

District Financial Audit – All Funds

Financial Audit Section	Opinions/Findings	Location
Report on Financial Statements	Presents Fairly In All Material Aspects the financial position of the District (this means no issues)	Page 3
Report on Internal Controls	No Deficiencies Identified	Pages 90-91
Report on Federal Compliance	No Deficiencies Identified	Pages 90-91
Report on State Compliance	No Deficiencies Identified	Pages 94
Summary of Auditor's Results	Unmodified – No Corrections	Page 97
Financial Statement Findings	None	Page 98
Federal Awards Findings	None	Page 99
State Awards Findings	None	Page 100

Measure MM General Obligation Bond Audit – Financial and Performance


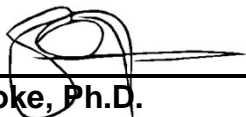
Financial Audit Section	Opinions/Findings	Location
Report on Financial Statements	Presents Fairly In All Material Aspects the financial position of Measure MM (This means no issues)	Page 3
Report on Internal Controls	No Deficiencies Identified	Page 15
Findings	None	Pages 16-18
Additional Recommendations	None	Page 19
Performance Audit Section	Opinions/Findings	Location
Compliance with Prop 39 requirements and Measure MM Ballot Language	Complied with all compliance requirements	Pages 1 & 4
Findings	None	Pages 5-6
Additional Recommendations	None	Page 7

Community Learning Center: 1831 Mission Avenue, Oceanside, CA 92058 ► P 760.795.8710 ► F 760.795.8730

Oceanside Campus: 1 Barnard Drive, Oceanside, CA 92056 ► P 760.757.2121 ► F 760.795.6609

San Elijo Campus: 3333 Manchester Avenue, Cardiff, CA 92007 ► P 760.944.4449 ► F 760.634.7875

Technology Career Institute & North San Diego Small Business Development Center: 2075 Las Palmas Drive, Carlsbad, CA 92011 ► P 760.795.6820 ► F 760.795.6826

Subject: Legislative Update	Attachment: None
Category: Presentations	Type of Board Consideration:  Information Consent Action
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND




The board of trustees receives periodic presentations on pertinent topics.

STATUS

Kristen Huyck, director of public and governmental relations, marketing, and communications, will provide a general overview of the political climate as it relates to community colleges and the “tier 1” bills by the California State Legislature and the Governor.

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="display: flex; justify-content: space-around;"> 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 June Porto, Instructor – Computer Science, position 10541307, effective December 14, 2019.
2. Resignation of Teresa Romero, Business Systems Analyst, position 10543243, effective January 2, 2020.
3. Employment of the following classified employees:

Arthur Rodriguez, Accounting Technician, position 10543526, salary range 21, step 1, \$5,117.42 per month, full-time, effective January 2, 2020. Arthur was selected through an open recruitment process.

Angel Resendiz, GEAR UP School Site Coordinator, salary range 12, step 1, \$22.78 per hour, 40 hours per week, 11 months per year, effective January 7, 2020. Angel was selected through an open recruitment process.

Angelica Zamora, GEAR UP School Site Coordinator, salary range 12, step 1, \$22.78 per hour, 40 hours per week, 11 months per year, effective January 3, 2020. Angelica was selected through an open recruitment process.
4. Employment of the following faculty:
 - a. Ghada Osman, Mental Health Counselor, full-time, one-semester, non-tenure track, salary class 6, step 10, \$79,635.62 (2019-2020 academic salary schedule), 1.108 time factor, prorated for days worked, for contract period January 22 – June 30, 2020.

MA, Psychology, Chapman University
 MA, Islamic Studies, University of California Los Angeles
 PhD, History and Middle East Studies, Harvard University

Ghada Osman has worked for MiraCosta College as an associate mental health counselor since March 2018 as well as a full-time, one-semester, mental health counselor assignment during the spring 2019 semester. Ghada has also served as a MFT intern where she supported Health Services by providing therapy to individuals and couples with depression, anxiety, PTSD, OCD, and ADHD. In addition, Ghada has been working as a psychotherapist in a private practice since 2014.

- b. Kerry Ferreirae, Instructor – Mathematics, full-time, one-semester, non-tenure track, salary class 5, step 10, \$62,007.44 (2019-2020 academic salary schedule), prorated for days worked, for contract period January 21 – May 22, 2020.

MA, Pure Mathematics – Cal State University, East Bay
BA, Pure Mathematics – University of California, Berkeley

Kerry has worked for MiraCosta as an associate math instructor since August 1998 where she taught elementary, intermediate and college algebra, statistics, pre-calculus and calculus I and II. Professor Ferreirae also served in a Math Learning Center Coordinator sabbatical leave replacement assignment for MiraCosta during the 2008 spring semester.

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

Dung Le, Accounting Technician, position 10543526, has accepted the position of Business Analyst – Fiscal Services, salary range 30, step 4, \$7,727 per month, full-time, effective January 1, 2020. Dung was selected through an open recruitment process.

Kathleen King, Writing Coach, position 10543518, increase in contract months from 11 to 12 months per year, effective December 18, 2019.

Daniel Burciaga, Custodian, position 10544274, has accepted the position of Custodial Maintenance Worker, position 10544268, salary range 15, step 10, \$5,569.33 per month, full-time, effective December 9, 2019. Daniel was selected through an open recruitment process.

Michael Green, Student Services Specialist – Community Education and Workforce Development, position 10543442, has accepted the position of Internship Coordinator – Career Services, position 10543136, salary range 27, step 1, \$7,645.75 per month, full-time, effective December 18, 2019. Michael was selected through an open recruitment process.

Dana Ledet, Academic Division Administrative Assistant, School of Behavioral Science, History, and Community Education, position 10543339, increase in contract months from 10 to 12 months per year, effective January 2, 2020.

6. Temporary change of assignment for Donald Munshower, Counselor – Veterans, position 30005652. Donald will serve as an interim Articulation Officer, full-time, one-semester, non-tenure track, salary class 5, step 12, \$71,286.27 (2019-2020 academic salary schedule), 1.108 time factor, prorated for days worked, for contract period January 13 – June 30, 2020.

7. Temporary change of assignment for the following employees:

Sokhea Chap, Financial Aid Technician, position 10543359, will serve as an interim Business Systems Analyst – Financial Aid, salary range 28, step 4, \$7,293.42 per month, full-time, effective January 3 – June 30, 2020.

Miriam Anderson, Accounting Technician, position 10543269, increase in hours from 18 to 30 hours per week, effective January 2 – June 30, 2020.

Amber Ansari, Financial Aid Assistant, position 10543365, will serve as an interim Financial Aid/Scholarship Specialist, salary range 19, step 8, \$6,129.58 per month, full-time, effective January 2 – June 30, 2020.

Maria Isabel Rocha-Duarte, Financial Aid/Scholarship Specialist, position 10543362, will serve as an interim Student Services Specialist – School Relations and Diversity Outreach, salary range 21, step 3, \$5,679.58 per month, full-time, effective January 17 – June 30, 2020.

Kathleen Rodriguez, Assistant Registrar, position 10544005, will serve as an interim Program Manager - Student Life and Leadership, salary range 31, step 14, \$9,243.25 per month, full-time, effective January 13 – June 30, 2020.

Cecilia Enyard, Administrative Support Assistant II – Career Services, position 10543548, increase in hours from 18 to 30 hours per week, effective January 2 – June 30, 2020.

Stacy Ingham, Senior Admissions Specialist, position 10544006, will serve as an interim Assistant Registrar, salary range 29, step 13, \$8,639.33 per month, full-time, effective January 13 – June 30, 2020.

Diana Soto, Admissions and Records Specialist - Transcript Clerk, position 10543252, will serve as an interim Senior Admissions Specialist, salary range 26, step 12, \$7,841.83 per month, full-time, effective January 13 – June 30, 2020.

8. In accordance with Administrative Procedure 7211.2.III, the individuals identified below have provided sufficient evidence of experience and/or education equivalent to the minimum qualifications established by the district to teach in the disciplines listed:

Mutsumi Nobuhara – Foreign Languages (Japanese)
Amy Spilkin - Psychology

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

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

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

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


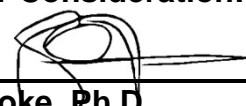
9. Request approval of the following short-term and substitute employees. These employees meet the Education Code 88003 definition of short-term and substitute employees and, as such, these employees will be employed and paid less than 75 percent of the college year:

Employee	Job Title	Assignment	Department	Pay Rate	Start Date	End Date
Sandy Henika	Administrative Support Assistant II	Substitute	Career and Technical Education	\$25.54/hr	1/4/19	6/30/20
Francisco Lemos	Mental Health Counseling Intern	Short-term	Health Services	\$2,000 stipend	9/24/19	12/13/19
Seagge Loy Abella	Videographer Stipend	Short-term	Public Information Office	\$4,250 stipend	11/1/19	12/20/19
Israel Gutierrez	Campus Aide III	Substitute	Matriculation and Testing	\$17/hr	12/11/19	12/31/20
Selena Ruiz	GEAR UP Support Staff I	Substitute	GEAR UP	\$12/hr	12/16/19	6/30/20
Adan Cerda	GEAR UP Support Staff I	Substitute	GEAR UP	\$12/hr	12/16/19	6/30/20
Josie Bollerud	Testing Services Specialist	Substitute	Academic Proctoring Center	\$27.85/hr	12/16/19	6/30/20
Quintin Allyn Barry	Police Officer	Substitute	College Police	\$34.11/hr	12/17/19	6/30/20
Gerardo Mendoza Cruz	Learning Coach	Substitute	STEM Center/MLC	\$24.82/hr	12/20/19	6/30/20
Stevie Bautista	Learning Coach	Substitute	STEM Center/MLC	\$24.82/hr	12/20/19	6/30/20
Lucille Nhan	Testing Services Assistant	Substitute	Matriculation and Testing	\$22.11/hr	1/1/20	6/30/20
Cristina Zafra Lopez	Testing Services Assistant	Substitute	Matriculation and Testing	\$22.11/hr	1/1/20	6/30/20
Arleen Palafox	Testing Services Specialist	Substitute	Matriculation and Testing	\$27.85/hr	1/1/20	6/30/20
Jesse Wolf	Campus Aide III	Substitute	Supplemental Instruction	\$17/hr	1/1/20	6/30/20
Martin Vaca Anisa Ibnat Dylan Welch Hector Aguilar-Fraga Mike Farrow	Apprentice III	Substitute	Supplemental Instruction	\$15/hr	1/1/20	6/30/20
Adnan Al Joubi Jessica Andrade Amanda Bell Jonathan Messina Nadine Nieves Zaira Smith Callista Suarez Mana Tadayon Steve Zeballos	Apprentice III	Substitute	STEM Center/MLC	\$15/hr	1/1/20	6/30/20
Amber Urquia	Apprentice III	Substitute	Biology	\$15/hr	1/2/20	6/30/20
Jorge Ramirez Ibanez	Financial Aid Assistant	Substitute	Financial Aid	\$26.3/hr	1/2/20	6/30/20
Nicole Davis	Police Dispatcher/Records Technician	Substitute	College Police	\$30.38/hr	1/2/20	6/30/20
Maria Iljushko Kaitlin Oshima	Police Support Assistant I	Substitute	College Police	\$24.11/hr	1/2/20	6/30/20
Melissa Bohorquez Alzate	Financial Aid Technician	Substitute	Financial Aid	\$30.38/hr	1/3/20	6/30/20
Sheila Carter	GEAR UP Support Staff I	Substitute	GEAR UP	\$13/hr	1/13/20	6/30/20
Caroline Moxley	Mental Health Counseling Intern	Short-term	Health Services	\$2,000 stipend	1/15/20	5/22/20
Georgie Kelly Christine Tomasello Arianna Escobar Nicole Gee	Mental Health Counselor Intern	Short-term	Health Services	\$3,000 stipend ea.	1/15/20	5/22/20
Yocelyne Hernandez	Campus Aide II	Short-term	Computer Science	\$15/hr	1/24/20	5/29/20
Lilian "Alexa" De Alba	Campus Aide III	Short-term	Counseling	\$17/hr	1/24/20	6/30/20
Crystal Goodspeed	Campus Aide II	Short-term	Student Equity	\$15/hr	1/24/20	6/30/20

Kelly Kissinger	Campus Aide III	Short-term	Dance	\$17/hr	2/1/20	2/29/20
Hannah Janae Vigil	Campus Aide II	Short-term	Dance	\$15/hr	3/1/20	5/18/20
Curtis Mueller	Campus Aide III	Short-term	Dance	\$17/hr	3/1/20	5/18/20
Kyle Jioras	Campus Aide I	Substitute	Academic Information Services	\$13/hr	1/2/20	6/30/20
Raymundo Alcaraz	Admissions and Records Specialist- Transcript Clerk	Substitute	Admissions and Records	\$28.67/hr	1/13/20	6/30/20
Francisco Lemos Jaya Roy	Mental Health Counselor Intern	Short-term	Health Services	\$4,000 stipend ea.	1/15/20	5/22/20
Brianna Morris Linda Puebla Alfonso Gomez Jimenez	Testing Services Assistant	Substitute	Testing Services	\$22.11/hr	1/1/20	6/30/20

RECOMMENDATION

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

Subject: Approve New Position and Job Description – Associate Director, Veterans Business Outreach Center (VBOC) and Professional Expert Salary Schedule	Attachment: <u>Job Description</u>
Category: Consent Items	Type of Board Consideration: <div style="text-align: center;"> <input checked="" type="checkbox"/> Consent </div> <div style="display: flex; justify-content: space-between;"> Information Action </div>
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

A job description for the new position of Associate Director, Veterans Business Outreach Center (VBOC) has been reviewed by human resources. The review included a determination as to the nature of the work and the status of the position.

STATUS

After conducting the review, Human Resources has determined the appropriate classification for the above position is professional expert, as authorized by California Education Code Section 88003.1(b)(2). As a result, the Associate Director, Veterans Business Outreach Center (VBOC) position is being added to the professional expert salary schedule.

Professional Experts Hourly – 2019/2020

	Placement 1	Placement 2	Placement 3
Program Consultant I	\$40.90	\$43.46	\$46.01
Program Consultant II	\$46.01	\$48.57	\$51.13


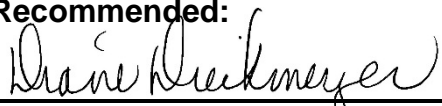
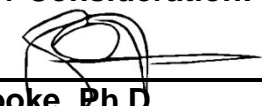
Professional Experts Annual – 2019/2020

Training Coordinator, Workday	\$62,400.00
Program Advisor 1	\$69,258.00
Associate Director, VBOC	\$84,371.00
Program Advisor 2	\$94,815.00
Program Director, VBOC	\$112,439.00

Director, Center of Excellence	\$118,064.00
Director, Sector Navigator Biotech	\$120,630.00
Director, Sector Navigator Small Business	\$126,664.00
Program Director, SBDC	\$130,165.00
Project Director Gear Up	\$148,298.59

RECOMMENDATION

Approve new position and job description – Associate Director, Veterans Business Outreach Center (VBOC) and professional expert salary schedule, as stated above.

Subject: Approve Educational Tour/Field Study Travel Program – Summer 2020	Attachments: 1.) MiraCosta Community College District Educational Tour/Field Study Travel Contractor Agreement 2.) ACCENT Program Proposal: Exhibit to Educational Tour/Field Study Travel Contractor Agreement
Category: Consent	Type of Board Consideration: Information  Consent Action
Recommended:  Diane Dieckmeyer, Ed.D. Vice President, Instructional Services	Approved for Consideration:  Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

To promote greater internationalization of MiraCosta College and in fulfillment of the Educational Master Plan (addendum) and Administrative Procedure 4026, the International Education Committee (IEC) received approval from the Executive Management Team (EMT) to pilot a short-term faculty-led study abroad program. During spring 2019, the IEC followed a solicitation and review of proposals from travel organizations to administer a summer 2020 program. Based on the review of proposals, ACCENT was identified as the preferred provider to organize a summer program to Florence, Italy.

The study abroad program is planned for July 1-29, 2020. Participants will enroll for two summer courses, DESN 107 (History of Western Architecture), taught by Professor David Parker, and ITAL 121 (Introduction to Italian Culture), taught by Professor Andrea Petri.

STATUS

Business Services led the review and approval of the ACCENT proposal and Travel Contractor Agreement with input from the faculty participants and the International Office. The contract is currently with ACCENT for approval.

RECOMMENDATION

Approve Educational Tour/Field Study Travel Contractor Agreement with ACCENT International Consortium for Academic Programs Abroad, Limited, in order for MiraCosta College to offer a faculty-led, study abroad program in Florence, Italy, in summer 2020.



MIRACOSTA COMMUNITY COLLEGE DISTRICT EDUCATIONAL TOUR/FIELD STUDY TRAVEL CONTRACTOR AGREEMENT

This Educational Tour/Field Study Travel Contractor Agreement ("Agreement") is made by and between MiraCosta Community College District ("District"), a California community college district and ACCENT International Consortium For Academic Programs Abroad, Limited, a California corporation, directly, and through its sister Italian entity ACCENT Italia, srl, (collectively "Travel Contractor"). In consideration of the covenants, promises and agreements contained herein, District and Travel Contractor (collectively "Parties") hereby covenant, promise and agree as follows:

1. SCOPE OF THE AGREEMENT

This agreement shall apply to community services, tours, and instructional field studies or trips (hereinafter collectively referred to as "trips") as defined by and approved by the District's Governing Board (hereinafter "Board").

2. EFFECTIVE DATE OF THE AGREEMENT

The effective date of this Agreement shall be the date that this Agreement has been approved by the Board. This Agreement shall not be effective unless all Exhibits as described herein have been submitted to and approved by authorized agents of the District and the Board.

3. INSTRUCTIONAL AND COMMUNITY SERVICES

Except as set forth in Exhibit A, the District shall arrange for and provide all instructional and community services trips within the scope of this Agreement, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures, student supervision, trip instruction by trip instructors, trip presenters, trip guides, and post trip evaluation.

4. TRAVEL SERVICES

The Travel Contractor shall arrange for and provide all transportation and lodging (if applicable) for the trip. The Travel Contractor shall set forth the details of said trip in Exhibit A, entitled SPECIFIC TRIP DETAILS which is attached to this Agreement and incorporated herein by the reference and by this reference specifically made a part hereof. This Agreement shall not be effective unless and until Exhibit A has been submitted to and approved by authorized agents of the District and the Board. In the event of a conflict between the terms and conditions set forth in the Agreement and any attachment or exhibit to the Agreement, the terms and conditions set forth in this Agreement shall control.

5. PROMOTIONAL MATERIAL

The Travel Contractor may prepare and provide at its own expense, promotional material concerning the trip, provided that any promotional material is approved before publication and distribution in writing by authorized agents of the District and the Board, and providing that any promotional material prominently displays the following disclaimer:

ACCENT, and not MiraCosta Community College District, is responsible for all travel and housing arrangements and any liability arising therefrom. The District is NOT liable for any damages arising out of the services described herein, including, but not limited to any promises or representations, whether express or implied. Nothing contained herein shall be construed in any way to bind the District, the District's Governing Board, or any of their agents, employees, or representatives to any promises, obligations, covenants or duties whether express or implied herein."

6. PAYMENT

The Travel Contractor shall manage all payments collected from the District or trip participants in accordance with all applicable federal and state laws and regulations, and the requirements of this Agreement. Any and all funds received by the Travel Contractor for the trip are to be received by the Travel Contractor in trust for the benefit of the trip participants. The Travel Contractor shall account to the District the total cost to trip participants of each trip. Trip expenses shall detail the extent of free transportation, per diem allowances, incidental support, any direct payment to or prerequisites intended by the Travel Contractor for the trip instructor or any other person. Disclosure of these costs and expenses for each particular trip shall be set forth on Exhibit A - SPECIFIC TRIP DETAILS. Cost figures, once disclosed and set forth on Exhibit A - SPECIFIC TRIP DETAILS, will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change in such tariffs and exchange rates without modification of this Agreement if the possibility of such changes has been disclosed in advance in writing by the Travel Contractor to the District, and the Travel Contractor shall determine for each trip a date for initial deposit of trip costs by trip participants and the amount of such deposit, as well as the date of final payment, each of which dates and payments shall be set forth in Exhibit A - SPECIFIC TRIP DETAILS and published in literature about the specific trip made available to potential trip participants by either the District or the Travel Contractor.

7. RESTRICTION ON TRIP PARTICIPATION

All trip participants shall be registered in the course of study or community service class offering related to the trip, unless otherwise determined by the District. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. Trip participation is to be determined solely by the District and a list of District-approved trip participants shall be provided to the Travel Contractor in accordance with this requirement. The Travel Contractor shall not make the trip available to individuals who are not students or community services participants of the District and who have not been approved by the District as trip participants. In the event any person should participate in a trip without District permission, the Travel Contractor hereby assumes all liability for participation of such persons and shall indemnify, defend, and hold the District harmless for any and all claims arising out of such participation, as set forth more fully in paragraph 8, labeled "INDEMNIFICATION." Prior to the departure of any trip, the Travel Contractor shall provide the District, at the address set forth in paragraph 20(f) below, with a roster of trip participants, showing name, address, and emergency contact information and address, along with the same information for any other persons that the District has agreed to allow to accompany the trip. The Travel Contractor shall forward a copy of all correspondence between the Travel Contractor and any trip instructor, trip presenter, trip guide, or trip participant to the District at the address set forth in Paragraph 20(f) below. No person shall be allowed to participate in a trip unless that person executes all documents required by the District, including but not limited to the Trip Participant Hold Harmless and Release Form.

8. INDEMNIFICATION

To the furthest extent permitted by California law, the Travel Contractor shall defend, indemnify, and hold the District and its Board, officers, agents, employees, and volunteers ("Indemnified Parties") harmless from any and all liabilities, claims, damages, obligations, actions, lawsuits, losses, damages, judgments, fines, penalties, costs or expenses (including reasonable attorneys' fees) of any kind, in law or in equity ("Claim") to property or persons, including personal injury or death, arising from or relating to the work, acts, omissions, negligence, or willful misconduct of the Travel Contractor or its contractors or agents. This shall include the Travel Contractor fully defending, indemnifying and holding harmless the Indemnified Parties for any negligence or willful misconduct of the Travel Contractor or its contractors or agents arising directly or indirectly from Travel Contractor's or its contractors' or agents' performance of this Agreement or planning or administering the trip, including, but not limited to, the use of facilities or equipment provided by the District or others. Travel Contractor specifically acknowledges and agrees that Travel Contractor has an independent obligation to defend the Indemnified Parties from any liabilities or potential claims which actually or potentially fall within this indemnification provision even if such claim is or may be groundless, fraudulent, or false. The District shall defend, indemnify and hold the Travel Contractor harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents or employees. The provisions of this section shall survive the expiration or termination of this Agreement.

9. INSURANCE

Travel Contractor agrees that Travel Contractor has a separate and independent obligation to procure insurance for the District. This requirement is in addition to and separate from Travel Contractor's Agreement to defend, indemnify and hold harmless the District.

As part of this Agreement, Travel Contractor agrees to procure the following insurance, the provision of which shall not operate as a limitation on Travel Contractor's potential liabilities under this Agreement:

- (a) Commercial General Liability: Travel Contractor shall obtain a commercial general liability (broad form) insurance policy which provides insurance on an occurrence basis for personal injury, death or property damage, and medical payments which may arise from the trip or any and all work performed by Travel Contractor or its contractors or agents for the District, including on District facilities and grounds, with policy limits of not less than \$1,000,000 per occurrence and \$7,000,000 general aggregate for personal injury, bodily injury and property damage including products and completed operations; and
- (b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage under Business Automobile Liability Coverage Form Number CA 00 01, (any auto).
- (c) Workers' Compensation and Employers' Liability Insurance: In accordance with the provisions of Section 3700 of the California Labor Code, Travel Contractor shall secure workers' compensation coverage for its employees in the amount required by law. Travel Contractor shall maintain Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence (accident) and 1,000,000 per employee (disease).
- (d) Other Insurance: Travel Contractor shall obtain other insurance policies and coverages as set forth in Exhibit A.
- (e) Additional Insured: The District and its Board, officers, employees, agents, and volunteers shall be named as an additional insured under the commercial general liability and automobile

liability policies of insurance by Travel Contractor, and Travel Contractor agrees that it has a separate and independent obligation to verify the District is named as an additional insured whenever Travel Contractor performs work for the District; and

- (f) Policies/Endorsements: Travel Contractor shall obtain an insurance policy or endorsement to the commercial general liability insurance and automobile liability setting forth the policy limits and that the District and its Board, officers, employees, agents and volunteers are named as an additional insured under the policies and provide evidence of the same to the District. (The failure to provide the policy/endorsement containing this information to the District shall not constitute a waiver of the requirement of the Travel Contractor to obtain the specific insurance specified above). The insurance policy shall contain provisions which include that Travel Contractor's insurance policy is primary coverage and shall apply both before the District insurance policy, and that the insurer shall not agree to request or call upon the District for any contribution in the settlement of any claim arising from the Travel Contractor's work for the District or use of District facilities or premises. Travel Contractor will ensure insurance is placed with national recognized United States insurance companies with A.M. Best Ratings of A:VII or higher, unless otherwise acceptable to District. The certificate(s) of insurance must be attached to this Agreement as Exhibit B
- (g) Waiver of Subrogation: Travel Contractor agrees that in the event of loss due to any perils for which it has agreed to provide Commercial General and Automobile Liability insurance, Travel Contractor shall look solely to its insurance carrier(s) for recovery and grants a waiver of any right to subrogation which any such insurer of Travel Contractor may acquire against the District by virtue of payments of any loss under this insurance. Travel Contractor agrees that all endorsements must waive subrogation rights against the additional insured.

10. DISTRICT'S LIMITATION OF LIABILITY

Except as otherwise stated in exhibit A, the Parties agree that in no event shall the District or the District's Board, officers, employees, agents, and volunteers, be liable to Travel Contractor for any claim whatsoever arising out of or in connection with this Agreement, including, but not limited to, any claim based on contract or tort, any claim for any special, consequential, indirect, or incidental damages, and any claim for lost profits or revenue. This provision shall survive the termination or expiration of this Agreement.

11. PROTECTION OF CONFIDENTIAL INFORMATION

Travel Contractor understands and acknowledges that during its performance of the services set forth in this Agreement, it and its employees, agents, and representatives may have access to private and confidential information in the District's possession, custody or control, including but not limited to private information regarding students, families, faculty, employees, alumni, or donors ("Confidential Information"). Travel Contractor and its employees, agents, and representatives will not disclose, copy, or modify any Confidential Information without the prior written consent of the District, unless otherwise required by law. Travel Contractor will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. The provisions of this section shall survive the termination or expiration of this Agreement.

12. TRAVEL AGENTS USED

All travel agents used by the Travel Contractor to arrange for transportation (or Travel Contractor itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (hereinafter "IATA") and the Air Traffic Conference ("ATC") and shall be members of the American Society of Travel Agents ("ASTA") or an equivalent professional travel agents association.

13. TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION

The Travel Contractor shall at all times maintain on file with the District an accurate information sheet as set forth in Exhibit C which is incorporated herein by this reference and by this reference specifically may a part hereof. This Agreement shall not be deemed to be in effect until Exhibit C as described herein has been submitted to and approved by the District.

14. TRIP CANCELLATION

The Travel Contractor may, upon written notice to the District, in the manner set forth in Paragraph 20(f) below, cancel any particular trip no later than 45 days prior to the departure of the trip if the minimum number of participants specified in the specific trip details as set forth in Exhibit A to this Agreement, fails to sign up for the trip or fewer days upon the express mutual agreement of the District and the Travel Contractor set forth in writing, signed by both parties, and notice of the same given in the manner specified in Paragraph 20(f) below.

15. TERMINATION OF AGREEMENT

In the event of the trip being cancelled by the District at any time after the contract has been signed, the initial deposit, if any, shall be forfeited. In addition, the Travel Contractor shall have the right to retain a portion of the deposits received up to the date on which the tour is cancelled; the amount to be retained will be in accordance with actual costs incurred plus any cancellation charges (by hotels, transportation companies, tour companies, other agents, etc.) incurred by the Travel Contractor. The termination or expiration of this Agreement shall not relieve any party from any liability arising from breach of this Agreement or any act that took place during the pendency of this Agreement.

16. ASSIGNMENT

This Agreement is for the particular services of the Travel Contractor specified herein and shall not be assignable by the Travel Contractor in whole or in part without the prior written consent of the District. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto or of any third party beneficiaries of this Agreement.

17. CHANGE IN TRAVEL CONTRACTOR OWNERSHIP

During the term of this Agreement, should a change in ownership of the Travel Contractor take place, the Travel Contractor shall, within five (5) days of the change, notify the District of the change in the manner prescribed in paragraph 20(f) below. For purposes of this Agreement, change of ownership is defined as follows:

- a) If the Travel Contractor is a corporation, any transfer or transfers of shares possessing, in the aggregate, more than fifty percent (50%) of the voting power of the Corporation.
- b) If the Travel Contractor is a partnership, then the withdrawal or removal of any general partner, dissolution of the partnership under California law or any transfer, or transfers in the aggregate, of more than fifty percent (50%) of the partnership interests.

Within ten (10) days of Notice to the District of a change of ownership as defined above, the District, at its option, may terminate this Agreement, provided it does so in writing, and the District's written notice of termination is sent in the manner set forth in paragraph 20(f) below.

18. ARBITRATION

All controversies, claims, disputes and matters in question arising out of, or relating to, this Agreement or the breach thereof, or the relations between the Parties, shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The Parties agree that the arbitration shall take place in San Diego County, and shall be governed by the laws of the State of California. The award rendered by the arbitrator shall be final and judgement may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof, including a federal district court, pursuant to the Federal Arbitration Act. The arbitrator may grant the District, the Board, and any of their agents, employees, and representatives, any injunctive relief, including mandatory injunctive relief, in order to protect the rights of the District. The Parties specifically agree that this provision for arbitration shall not preclude the District, the Board or any of their agents, employees, and representatives from seeking injunctive relief in a court in order to protect its rights, nor shall the filing of such an action constitute waiver by the District of its right to seek arbitration hereunder. In preparation for the arbitration hearing, each party may utilize all methods of discovery authorized by the California Rules of Civil Procedure, and may enforce the right to such discovery in the manner provided by said rules and/or by the California Arbitration Law. The right of the District to terminate this Agreement shall not be subject to arbitration. This provision shall survive the expiration or termination of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAWS

The Travel Contractor agrees to comply with all applicable Foreign, Federal, State and Local Laws, Statutes and Ordinances, in providing its services to the District under this Agreement.

20. GENERAL PROVISIONS

- a) Waiver. The waiver by the District with respect to any breach of any term, covenant, or condition herein contained shall not constitute a waiver as to any such breach that may occur in the future. The District shall be deemed to have waived any breach by the Travel Contractor hereunder only if the District executes a specific written waiver with respect to such breach.
- b) Severability. The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision hereof.
- c) Election of Remedies. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all of the remedies at law or in equity.
- d) Covenants and Conditions. Each provision of this Agreement performed by either party herein shall be deemed both the covenant and a condition.
- e) Time is of the Essence. Time is of the essence in the performance of each and every provision of this Agreement.
- f) Notice. Any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Agreement or pursuant to

any applicable law or requirement or any public authority, shall be in writing and shall be deemed to have been properly given, rendered or made ten (10) days following the date of mailing if sent by registered or certified mail, return receipt requested, addressed to the other party (and to all other persons designated to receive copies) at the address as set forth below, or on date of delivery if delivered in person. Either party may, by written notice, designate a different address or addresses for notice as set forth herein.

For the District: Peggy Stroika C.P.M.
Interim Director of Purchasing and Material Management
MiraCosta Community College District
One Barnard Drive
Oceanside, California 92056-3899

For the Travel Contractor: Contact Name:
Company Name:
Address:
City/State/Zip:
Country:
Phone/Fax: /
Email:

- g) Attorneys' Fees. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.
- h) Whole Agreement. This Agreement and the attachments constitute the whole agreement between the Parties and supersede all prior understandings, negotiations, representations, or agreements, whether oral or written, and may not be modified except in writing signed by both parties.
- i) Governing Law and Venue. This Agreement shall be governed by the laws of the State of California and the Parties agree to submit any dispute arising from or related to this Agreement to the jurisdiction of the state and federal courts located in the State of California and in San Diego County.

21. SPECIFIC ARRANGEMENTS

The Travel Contractor's specific arrangements and services are set forth in Exhibit A, which is incorporated herein by this reference.

This Agreement includes service charges and taxes in connection with the services set forth in Exhibit A. This Agreement does not include: passport and/or visa charges; excess luggage or portage charges; or any other items of a purely personal nature, and any services not specifically mentioned herein.

ACKNOWLEDGED AND ACCEPTED:

FOR THE DISTRICT:

SIGNED: _____

PRINT NAME: Peggy Stroika

TITLE: Interim Director of Purchasing
& Material Managment

DATE: _____

FOR THE TRAVEL CONTRACTOR:

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

**EXHIBIT A
SPECIFIC TRIP DETAILS**

Travel Contractor: _____

Course Title and Number: _____

Destination (s): _____

Dates of Trip: _____

Date Initial Deposit Due: _____ Final Payment Due Date: _____

Trip Instructor(s): _____

Total Cost per Student: _____

Effective Date of This Exhibit: _____

The attached Program Proposal sets forth the specific travel details for the trip handled by the Travel Contractor. This Exhibit and the attached Program Proposal is incorporated into and becomes a part of the Agreement between the Travel Contractor and the District setting forth the General Terms and Conditions under which the Travel Contractor shall provide Travel Services to the District for the District's Educational Tour/Field Study Program. In the event of a conflict between any of the terms and conditions set forth in this Exhibit and the General Terms and Conditions, such General Terms and Conditions shall prevail.

IN WITNESS WHEREOF, the Travel Contractor and the District have executed this Exhibit as a part of the Educational Tour/Field Study Travel Contractor Agreement previously entered into by the Travel Contractor and the District.

TRAVEL CONTRACTOR:

BY: _____
TITLE: _____
ADDRESS: _____
DATE: _____

DISTRICT:

BY: _____
TITLE: _____
ADDRESS: _____
DATE: _____

VERIFICATION

I, _____, am the _____
(i.e. Title)
of _____ (i.e. Travel Promoter).

I have read the foregoing documents, including Exhibit A, Specific Trip Details, and know and acknowledge their contents.

I declare under the penalty of perjury under the laws of the State of California that the information set forth herein is true and correct.

Executed on the _____ day of _____, 2020, at _____.

Signed and acknowledged:

EXHIBIT B

The Travel Contractor is instructed to attach certified copies of insurance policies and endorsements as set forth in paragraph 9 of this Agreement.

EXHIBIT C

TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION

Date: _____

Name: _____

Doing Business As: _____

Business Address: _____

Mailing Address: _____

City/State: _____ Zip: _____

Corporation? Yes ☐ No ☐ If so, in what state? _____ Non-Profit Corporation? Yes ☐ No ☐

Name and address of Officers of Travel Contractor who are authorized to do business with MiraCosta Community College District:

_____ Zip: _____

Headquarters Address:

_____ Zip: _____

Names and Titles of Corporate Officers:

Agent for Service of Process: _____

Is the Corporation in good standing? _____

Bank References:

Partnership? Yes ☐ No ☐ If so, formed in what state? _____

Name and Address of General Partner: _____

If Travel Agent, list IATA Number: _____

If Travel Promoter, name and location of the trust account or bond required by Article 2.5 of Part 3 of Division 7 of the California Business and Professions Code (commencing with Section 17540)

Please indicate whether trust account or bond:

If Travel Contractor is not a travel agent, please list name, address, and IATA number of travel agent(s) used for transportation arrangements:

REFERENCES: Please provide the names and addresses of groups (preferably educational) for whom Travel Contractor has arranged tours.

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Contact: _____
Destination: _____ Tour Dates: _____

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Contact: _____
Destination: _____ Tour Dates: _____

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Contact: _____
Destination: _____ Tour Dates: _____

Travel Contractor's Insurance Carrier and Agent:

Carrier: _____	Agent: _____
_____	_____
_____ Zip: _____	_____ Zip: _____
Phone: _____	Phone: _____

PROGRAM PROPOSAL Exhibit to Educational Tour/Field Study Travel Contractor Agreement

Italian Culture and History of Western Architecture
(MCC-FloSU20)

This Program Contract Proposal sets forth the specific arrangements and services Accent will perform for the study program in Florence, Italy, for Summer 2020.

1. Program Dates:

Depart U.S.	Wednesday, July 1, 2020
Arrive Florence	Thursday, July 2, 2020
Depart Florence	Wednesday, July 29, 2020

National Holidays	June 24, San Giovanni
Number of nights	27

2. Program Housing and Food:

- Double/triple occupancy rooms in shared student apartments will be provided in Florence for the duration of the program. ACCENT will ensure rooms meet an agreed upon standard and will work to resolve any housing issues.
- Exact housing placements will be given to participants upon arrival.
- ACCENT is able to provide the housing referenced above up to the maximum number of participants specified in the "Pricing" section. If the maximum number of spaces has been filled, ACCENT will provide assistance in finding comparable or alternative housing options for participants, based on availability.
- ACCENT only contracts with approved housing providers for participant housing and is unable to rent from online rental services.
- In the event of the need for a single room due to an odd number of same gender participants, ACCENT may charge a supplement for each single room. Additionally, it may be necessary for participants to be housed with other ACCENT groups or in mixed gender housing. Bedrooms will always be single sex. These housing options will be discussed with District.
- Pets are not allowed in program housing, other than medically certified service/guide dogs approved by ACCENT. Any issues arising from the animal (including any quarantine requirements or supplementary charges necessary to accommodate this request both within or outside of housing) will be the responsibility of the partner institution, and a deposit for the apartment may be required.
- Welcome and farewell meals will be provided for all participants (no alcohol will be provided).

3. Transportation:

- ACCENT will organize an optional roundtrip group flight from San Diego International Airport "SAN" (or similar) to Florence on a regularly scheduled airline. Participant airfare is not included in the program price.

- The group flight must have a minimum of 10 participants. Space on the group flight cannot be guaranteed after flight payment deadline of March 23, 2020.
- ACCENT representative(s) will meet the group flight at the appropriate airport in Florence on July 2, 2020.
- For the group arrival transfer, ACCENT will arrange a coach bus and/or taxi transfer from the Florence airport to the designated arrival point in Florence.
- In the event the group flight does not reach a minimum of 10 participants and is cancelled, the group transfer will be cancelled and any funds associated with the group transfer will be reallocated to other program provisions such as site visits, cultural activities, or program meals as determined by the accompanying faculty.
- Participants missing the designated group arrival transfer, or all participants in the event the group flight is cancelled, are responsible for checking in during business hours at the designated arrival point on the scheduled date of arrival and are responsible for all transfer arrangements and costs. Detailed arrival information will be provided to all participants approximately two weeks prior to arrival. Participants who are unable to check in during business hours at the designated arrival point may be required to make and pay for their own accommodations for the first night.
- On the group departure date, ACCENT will arrange a group departure transfer (via coach bus and/or taxi) from the designated departure point in Florence to the Florence airport. The group departure transfer will be cancelled if the group flight does not meet a minimum of 10 participants and participants will be responsible for their own transfer arrangements to depart Florence upon the departure day.

4. Orientation Program:

- ACCENT will conduct a *pre-departure orientation* via the Internet for all participants on or before June 1, 2020. ACCENT will address general aspects of study abroad and cross-cultural learning and provide practical information regarding preparation and travel.
 - ACCENT will provide a pre-departure handbook to all participants on or before February 25, 2020. Specifically designed for participants going on this program, the handbook gives vital information about preparing for a stay in Florence.
- ACCENT will provide an *on-site orientation* in Florence that will cover practical matters as well as aspects of cross-cultural living and learning, giving participants the tools they need to make the most of their time abroad.
 - General orientation: explains the services offered by the ACCENT Florence Study Center and addresses local customs, money, personal safety, emergency contingency plan, telephones, communications, transportation, etc.
 - Housing orientation: provides information specific to living in Florence and in program housing.
 - Orientation materials: a Florence Orientation Guide with area map and practical living information, as well as access to the "ACCENT Florence At Your Fingertips" website, written by ACCENT for participants living in Florence.
 - A practical walking tour of the areas around the ACCENT Florence Study Center and/or the historic city center will be conducted as part of the ACCENT orientation.
- ACCENT will provide a *faculty orientation meeting* in Florence that will address topics including: program academics, participant safety, ACCENT facilities and staff, administrative matters, alcohol and harassment policies, and faculty cell phone use.

5. Academic Program:

- *Classrooms:* ACCENT will provide appropriate classroom space for two 38-hour courses taught by accompanying faculty. Total of 76 hours. Exact hours of use will be decided closer to arrival and cannot be guaranteed.
- Faculty must request in advance to have access to DVD player (U.S. and Italian systems), monitor, overhead projector, slide projectors, screens, radio/CD players, digital imaging projector, and/or the limited audio-visual library.
- ACCENT will arrange the following guided tours:
 - Guided tour of Galleria dell'Accademia
 - Guided tour of Uffizi Gallery
- ACCENT will provide course-related visits within Florence, including entry to the Duomo (including museum, baptistry, and bell tower), Santa Croce, Santo Spirito (free), Santa Maria

Novella, Palazzo Vecchio (free for school groups), San Lorenzo and Laurentian Library, and San Minato al Monte (free). Additional €75 allowance per participant for course related visits TBD.

6. Cultural Program and Excursions:

- To acquaint participants with the cultural aspects of life in Florence, ACCENT will plan a series of optional free or inexpensive activities which varies but often includes lectures on local customs and contemporary issues, sports events, walking tours, and dinners conversant with local culture.
- ACCENT will provide the following excursions, accompanied by ACCENT staff:
 - One-day excursion to Siena, or similar, including coach transport, half-day guide, and entry to the Duomo.
 - One-day excursion to Venice, or similar, including train transport, 24-hour Vaporetto pass, half-day guide, and entries to Palazzo Ducale, Punta della Dogana, and Palazzo Grimani.
 - One-day excursion to Bologna / Ravenna, or similar, including coach transport, half-day guide, and entries to San Petronio and the University of Bologna in Bologna, San Vitale in Ravenna, and group lunch at FICO Eatery.
 - Two-day, one-night excursion to Rome, or similar, including train transport, guided tour including the Vatican Museums and Sistine Chapel, and half-day guided tour of Rome including the Colosseum and Roman Forum. Accommodations in a two-star hotel (double/triple/quad rooms). ACCENT will ensure rooms meet an agreed upon standard and will work to resolve any housing issues. Breakfast in the hotel provided daily.

7. Study Center/Administrative Assistance:

- The ACCENT Florence Study Center will be open from 8:30 a.m. to 5:00 p.m. weekdays to participants and faculty for the duration of the program (closed weekends/Italian national holidays).
- Within the ACCENT Florence Study Center, participants have limited access to a Macintosh computer lab with Internet/WiFi access Monday through Friday during regular business hours indicated above.
- A general work space within the ACCENT Florence Study Center, including shared access to a desk and Macintosh computer with Internet/WiFi access, is provided for all faculty.
- ACCENT administrative services are available to faculty (faxing and photocopying). Any charges incurred through use of these services are at the expense of the District and must either be paid on-site or by invoice at the end of the program.
- Extensive practical and cultural information is available at the ACCENT Florence Study Center allowing participants to take full advantage of their time overseas: travel guides and information, a lending library of English and local-language books (both academic and fiction), and listings of practical locations of banks, doctors, laundry facilities, etc.
- ACCENT will make all arrangements for class/visit scheduling.
- The ACCENT Florence staff will coordinate housing arrangements and excursions and will work to resolve logistical problems that may arise.
- ACCENT will provide participants and faculty with a list of emergency telephone numbers at the overseas orientation. During the program, an ACCENT staff member will be accessible by telephone 24 hours a day/7 days a week in the case of a serious emergency, either via telephone at the ACCENT Florence Study Center during business hours, or via the ACCENT Florence emergency phone line during non-business hours.
- Participants will also be provided with a toll-free telephone number for a 24-hour per day/7-day per week counseling helpline. Participants will be provided with unlimited calls to speak to a counselor. Service provided by Mondo Equilibrio. In addition, students will have access to emotional and psychological health resources available online including a live chat service and the ability to schedule appointments with local English-speaking mental health professionals.
- In order to assist participants remotely in case of emergency, participants are required to fill out an online travel form each time they travel outside of Florence, Italy. Instructions on filling out the online travel form will be given at the overseas orientation in Florence.
- The experienced ACCENT staff is available to provide general information, assistance, and referrals to other professionals as needed. ACCENT staff are not trained professionals in mental or physical health

care, therefore ACCENT does not assume liability for decisions made in a mental or physical health emergency.

- ACCENT requires all U.S. citizens to be registered through the Smart Traveler Enrollment Program (STEP) of the U.S. State Department (<https://step.state.gov/step/>) and will assist institutions with registering participants, as necessary.
- Participants are responsible for all costs associated with obtaining any required legal residency documents upon arrival in Florence. ACCENT will assist participants in meeting legal residency requirements provided they have made payment for all associated costs.

8. **Faculty Housing and Services:**

- Provisions indicated in the "Faculty Housing and Services" section are included in program pricing for two accompanying faculty.
- *Housing, Telephone, and Food*
 - A one-bedroom apartment will be provided for each faculty that includes an average amount of utilities (gas and electricity). Note: housing includes Internet access but does not include landline telephone. ACCENT will ensure rooms meet an agreed upon standard and will work to resolve any housing issues.
 - District is responsible for payment of any charges for utility overages, phone calls, damages and any excessive cleaning costs. These charges will be invoiced to District within 12 weeks of the end of the program and are payable immediately upon receipt of invoice. The invoice will be accompanied by an itemized list of charges.
 - ACCENT only contracts with approved housing providers for faculty housing and is unable to rent from online rental services.
 - Pets are not allowed in program housing, other than medically certified service/guide dogs approved by ACCENT. Any issues arising from the animal (including any quarantine requirements or supplementary charges necessary to accommodate this request both within or outside of housing) will be the responsibility of the partner institution, and a deposit for the apartment may be required.
 - Faculty are required to register their cell phone number with the ACCENT Florence Study Center so that they can be connected to ACCENT emergency planning. If faculty choose not to use their personal cell phone, ACCENT will provide a local cell phone on a loan basis upon arrival. Phones are not equipped with "smartphone" technology. Faculty are responsible for any charges incurred by the use of the phone, including loss of/damage to the phone until it is returned to ACCENT.
 - Program meals are included as indicated for participants.
- *Transportation and Visits/Excursions*
 - On-site and excursion transportation, single accommodations, and entries on course-related visits and excursions are included.
 - One roundtrip transatlantic ticket on the scheduled group flight from San Diego International Airport ("SAN") to Florence is included for each faculty.
 - Group arrival and departure transfers are included as indicated for participants. In the event the group flight does not reach a minimum of 10 participants and is cancelled, the group transfer will be cancelled and any associated funds will be reallocated to other program provisions such as site visits, cultural activities, or program meals as determined by the accompanying faculty.
 - Faculty not taking the group flight will be given an equivalent allowance and will be responsible for their own travel arrangements.
 - Faculty not taking the group arrival transfer, or in the event the group transfer is cancelled, are responsible for checking in at the designated arrival point and time and for associated transfer costs.
- *Additional expenses*
 - Should faculty wish to invite guests or others who are not paid participants to accompany them on any part of the program they must obtain written agreement from ACCENT. Upon approval by ACCENT, they are then responsible for paying ACCENT (on-site) for their share of any additional housing, transportation, food, excursion tickets, and other additional costs. ACCENT assumes no responsibility or liability for guests of faculty.

9. Insurance and Liability:

- ACCENT requires that all participants must be 18 years of age or older by the program start date. If requested by District, exceptions to this requirement may be granted by ACCENT, at ACCENT's sole discretion.
- ACCENT will provide each participant with CISI student travel insurance, a short-term travel policy for individuals age 31 to 40, covering baggage, accidental death and dismemberment, and accident and sickness medical benefits. The difference in premium for any participants age 30 or under will be used to cover the difference in premium for any participants over the age of 40. Should additional funds be needed to cover participants over the age of 40, ACCENT may revise program inclusions. ACCENT recommends students purchase any needed supplemental coverage.
- ACCENT will provide each faculty with CISI travel insurance, a short-term travel policy for individuals covering baggage, accidental death and dismemberment, and accident and sickness medical benefits. ACCENT recommends students purchase any needed supplemental coverage.
- ACCENT recommends that individuals obtain personal property insurance to protect against foreign travel risks. ACCENT does not assume any responsibility for such losses.
- ACCENT advises District that it would be prudent to require their participants who carry laptops, cameras, cell phones, and/or other costly valuables to Europe to purchase private insurance to compensate them for any losses, whether due to theft, damage, breakage, or other causes. Should District decide to not require such insurance, District is advised to urge its participants in writing to voluntarily purchase such insurance.
- Upon request, ACCENT will supply information to participants concerning additional or supplemental health/travel/cancellation insurance options.
- Participants who choose to or who are required to obtain a visa from the host country's consulate may be subject to additional insurance requirements.
- ACCENT holds foreign general liability coverage to the amount of \$7,000,000.
- ACCENT will provide District a certificate of insurance with the required endorsement as set forth in the Agreement.
- ACCENT defers to District's authority over the supervision and use of alcoholic beverages by its participants and faculty.
- See attached Contract Addendum RE: District's Authority and Responsibility for Use of Alcohol.

10. Pre-departure Services:

- ACCENT will produce a PDF version of a program brochure approved by District on or before January 10, 2020.
- ACCENT will assist District in promoting the program and will be an integral part of the recruiting process.
- ACCENT will work in collaboration with District throughout the enrollment process.
- ACCENT has its own policies for participants regarding standards of behavior, harassment, etc., which ACCENT applies by default. ACCENT also agrees to comply with all applicable District policies regarding standards of behavior, harassment, etc. District will provide Accent copies of applicable policies.

11. Program Assessment:

- If requested by District, ACCENT will administer program evaluations and present results to District or provide written/oral feedback within two months of the end of the program. If District administers its own program evaluations, ACCENT may request that District share information that is pertinent to ACCENT.

12. Subcontracting:

- ACCENT will perform the herein agreed upon services, subcontracting as necessary with Alterini and other organizations/services. ACCENT acknowledges that it is responsible and liable for the acts and omissions of its subcontractors and other organizations its hires or services it contracts out.

13. Pricing:

Prices indicated are for 20 to 29 participants.

- | | |
|---------------------------------|---------|
| • Program price per participant | \$3,815 |
|---------------------------------|---------|

Prices are subject to change based on the number of participants enrolled (as follows):

30 to a maximum of 40 participants: \$3,470

Prices are inclusive of items detailed in sections 1 - 12, unless otherwise specified, and subject to change until contract has been signed by both parties.

14. Payment and Enrollment Deadlines:

- | | |
|--|---------|
| • Non-refundable first payment due with application: | \$250 |
| • Final payment due April 23, 2020: | \$3,565 |

Payment amounts may vary according to previous section. All payments, including any supplements, will be paid directly to ACCENT by each participant.

ACCENT will provide District with an enrollment roster on March 23, 2020.

Participants will be accommodated on a space available basis until the final payment deadline. After this date, the program is considered closed; additional participants may be able to join the program on a case-by-case basis, depending on conditions at the time and ACCENT's sole discretion.

The ACCENT fees do not include a per participant security deposit. Participants are responsible for payment of any charges related to damages, losses, and / or expenses that are incurred by participants in the program regardless of accommodations. These charges will be invoiced to participants within 12 weeks of the end of the program and are payable immediately upon receipt of invoice. The invoice will be accompanied by an itemized list of damages, losses, and / or expenses attributed to each participant.

15. Refunds/Cancellations:

- ACCENT reserves the right to cancel the program if the minimum number of participants is not met by March 23, 2020. If ACCENT cancels the program prior to March 23, 2020, it will refund the entire program fee to all participants on that program.
- Any individual cancellation must be made in writing to the ACCENT San Francisco Center and is effective the date of the receipt by ACCENT. The following per-participant cancellation fees will apply:

Cancellation fees:

71 days or more prior to start of program:	\$250
50-70 days prior to start of program:	\$750
30-49 days prior to start of program:	\$1,000
15-29 days prior to start of program:	\$1,500
0-14 days prior to start of program:	No refund

- Before the start date of the program, should the U.S. State Department issue a "Level 4 Travel Advisory" that warns American citizens against all non-essential travel to Florence, Italy, ACCENT will

immediately advise District to cancel its program. In such case, if the program is immediately cancelled in writing by District, ACCENT will refund the entire program fee to all participants on that program.

- The performance of the program contract by either party is subject to acts of God, war, terrorism, government regulations, disaster, fire, strikes, civil disorder, curtailment of transportation facilities, or other similar cause beyond the control of the parties making it commercially impracticable, illegal, or impossible to perform its obligations. This program contract may be terminated without penalty for any one or more of such reasons by written notice from one party to the other. If either party cancels the program for these reasons, ACCENT will refund a pro rata share after deducting unrecoverable expenses of the program fee to all participants.
- Should a program be cancelled in writing by District after the program start date, no refund amount can be guaranteed, although ACCENT will make reasonable efforts to seek refunds from third parties for costs not yet incurred.


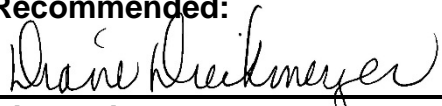

16. General Data Protection Regulation:

- In regard to the articles 13-14 of the General Data Protection Regulation (GDPR) (EU) 2016/679 in the event of a student emergency, insurance issues or student disciplinary action it may be necessary for ACCENT and/or its European entities to share sensitive personal data of a student with District. In regard to personal data that may be shared in these vital circumstances, both ACCENT and District undertake to comply with the regulations in force applicable to the processing of personal data and in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. Pursuant to art. 9 par. 2 lett. c) of GDPR Regulation (EU) 2016/679, this data may be shared in case of necessity in order to safeguard the safety and well-being of the student concerned or for initiating health and accident insurance practices. This data will be processed strictly relating to the intended purposes and in order to guarantee its security and confidentiality, not to be utilized or shared for any other reasons, and destroyed upon completion of the specific purpose for which it was provided.

CONTRACT ADDENDUM:

DISTRICT PROHIBITS ANY USE OF ALCOHOL

- (1) ACCENT recognizes that:
District prohibits outright the presence and/or consumption of alcohol at any University sponsored activities and events regardless of location.
- (2) It is understood that District is responsible for instructing District participants and faculty regarding compliance with District's policies which prohibit the consumption of alcoholic beverages at District sponsored activities and events regardless of location.

Subject: Approve 2020/21 Sabbatical Leave Applications	Attachment: Sabbatical Leave Applications – Fall 2020/Spring 2021
Category: Consent Items	Type of Board Consideration: Information  Consent Action
Recommended:  Diane Dieckmeyer, Ed.D. Vice President, Instructional Services	Approved for Consideration:  Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

As established in board policy, the superintendent/president, the Professional Advancement Committee, and the Academic Senate evaluate and recommend sabbatical leaves to the board of trustees.

STATUS

Based on the Faculty Assembly contract, the number of sabbatical leaves available is up to eight percent of the full-time faculty in an academic year, which for 2020/21 would be fourteen. Ten faculty members submitted sabbatical leave applications, and ten applications were forwarded to and approved by the Sabbatical Leave Committee on September 27, 2019, and approved by the Academic Senate on November 15, 2019.

RECOMMENDATION

Approve the 2020/21 sabbatical leave applications, as detailed on the following synopsis.



Sabbatical Leave Applications - Fall 2020 / Spring 2021

	Name	Department	Term	Abstract
1	CHAPETON-LAMAS, Nery	Computer Studies	Spring 2021	<p>The goal of this sabbatical project is to develop greater expertise in Open Educational Resources (OER) in computer science—freely accessible, openly licensed text, media, and other digital assets that are useful for teaching, learning, and assessing. I plan to achieve this goal in three ways: 1) survey the literature and currently available resources, tools, and platforms to apply in building a culturally responsive-sustaining (CRS) OER course for CS111 Intro to CS I: Java, our introductory transfer-level course; 2) provide lesson plans and guides for implementing this course at other colleges and universities; 3) interview computer scientists of color, integrating them into the course by introducing a topic and how it connects to their specific position/role in our industry.</p> <p>At a time when computer scientists, software engineers, developers, and programmers are in such high demand nationally (and will continue to be in the foreseeable future) our department is in a prime position to lead efforts in shaping CS teaching and learning. More importantly, it behooves us to intentionally address the diversity and equity gaps across our field by catering the curriculum and practices to the most minoritized in our discipline: Black/African-American, Chicanx/Latinx, Native Hawaiian/Pacific Islander, and women.</p>
2	FARNAM, Michelle	Counseling	Fall 2020	<p>As a counselor in the DSPS department, I have been keenly aware of an increase in students bringing service and emotional support animals on campus in recent years. More recently this includes service animals used by staff/faculty on campus. This seems to be a rising trend among community colleges in California. With the increase in Mental Health Disabilities and wounded warriors, the need for animal support is on the rise. I am proposing three major objectives for my sabbatical project:</p> <ol style="list-style-type: none"> 1) Assist in the process of providing dog waste areas on all MiraCosta College campuses. While on campus service and emotional support animals need a designated area to relieve themselves away from our well maintained campus grounds. 2) Readings: Office of Civil Rights, Department of Justice and Department of Education cases and enforcement actions, attorney briefs and books related to service dogs and emotional support animals. 3) Bring awareness to the college community about service and support animals by providing workshops, presentations, and demonstrations to students, staff and faculty. Since I work in the Student Services Division, I am proposing a project related to the disability community and population of students I have been serving for over 20 years.
3	KIRWAN, John	Letters	Fall 2020	<p>During sabbatical leave, I intend to undertake a study of Pre-Columbian literature, art and culture, focusing primarily on MesoAmerican culture.</p> <p>Over the past 10 years I have been the sole faculty member teaching World Literature, an important course in the mapping of our English ATD. I have also taken over our Humanities 101 class following the death of a colleague. During that time, we have become a Hispanic Servicing Institution and our numbers of LatinX students continue to grow. In response to what was literally a demand from my students, I have incorporated more MesoAmerican literature into the World Literature sequence. I hope to do the same for the Introduction to the Humanities course. As Pre-Columbian and MesoAmerican literature is not an area of expertise for me, I wish to use my sabbatical to study the field to better understand the texts I use (like the Popol Vuh), the art and the culture.</p> <p>To this effect, I plan to focus on four basic activities:</p> <ol style="list-style-type: none"> 1) I plan to undertake a self-directed study of Pre-Columbian scholarship to understand the historical and cultural background of the field, and its available literary productions and will create an annotated bibliography of the works I study. 2) I plan to better my understanding of Pre-Colombian art by visiting museums and exhibits, processing what I learn in a journal.

				<p>3) I plan to travel to an archeological site where I can learn about the history and lived heritage of MesoAmerican cultures, which I will record and process in a journal.</p> <p>4) I plan to develop teaching materials based upon the information that I glean for use in World Literature and Humanities.</p>
4	LUENGO, Isabelle	Philosophy and Religious Studies	Spring 2021	<p>During my sabbatical leave, I propose to write a textbook to be used in the Phil 110 (Introduction to Logic) class we offer at MiraCosta.</p> <p>Finding a textbook for that class is a challenge, since it has both a critical thinking component and a formal logic component, while most textbooks focus on one or the other. In addition, textbooks are very expensive, and one of the philosophy department program review objectives is to promote Zero Textbook Cost alternatives when at all possible.</p> <p>The book I propose to write will be perfectly tailored for the Introduction to Logic course we offer at MiraCosta, it will be custom made for our student population, it will support my personal teaching style, and it will be available to the students free of charge online. If the textbook I write is published in a wider setting in the future, I will acknowledge that it was completed with the support of MiraCosta College during my sabbatical leave.</p>
5	McCORKLE, Kent	Chemistry	Spring 2021	<p>I propose to use my sabbatical to develop the Chemistry department's first online laboratory course. This will serve a segment of our student population who cannot commit to six-hours per week on-campus for a single course. Given the popularity of online education, and the advent of companies producing supplies for home-based labs, the creation of an online chemistry laboratory is finally possible.</p> <p>In the first phase, I will research the current state of online chemistry labs to determine what is being done at other institutions. Next, I will contact home-based laboratory suppliers for information on what they offer, along with samples of their equipment and kits. Thereafter, I will develop and author a set of experiments and activities to accompany CHEM 140 (Preparation for General Chemistry). Finally, I will test the experiments at home to ensure they work as expected and to collect sample data.</p>
6	MITCHELL, Curry	Letters	Fall 2020	<p>My sabbatical leave project will allow me to explore the intersections between two pedagogical frameworks that have heavily influenced my teaching for the last 5 years: accessible, universal course design and equity-minded practices. As an online instructor and an early Canvas adopter, and as a recently trained practitioner of equity-minded teaching techniques, I plan to invest myself in research that seeks salient applications of equity-mindedness in the online classroom. To accomplish this, I propose to</p> <ol style="list-style-type: none"> 1) Study current equity-minded practices and online pedagogies comparatively 2) Apply the frameworks of equity and accessibility to my online course in order to generate a range of revision course revision plans <p>Share the insights of my research and course revision processes with my MiraCosta colleagues via curated, tutorial-style module.</p> <p>This project will not only provide me with course revision plans for course revision based on substantive theory and inspirational models of applied equity, it will benefit my future students with greater accessibility, inclusivity, and community within my courses. It is also my hope that my Letters and fellow teaching faculty colleagues will benefit from the insights and materials I will be able to share afterwards.</p>

7	MORGAN, Rebecca	Counseling	Fall 2020	<p>During my sabbatical leave, I plan to continue with course work required for a Masters Degree in Clinical Rehabilitation Counseling from the University of Kentucky. I have specialized skills and experience serving the Active Duty and Veteran student population as an academic counselor. Recent community college data shows that 70% of Veterans report they sustained an illness or injury during their military service, but the majority do not rate Vocational Rehabilitation through the Veterans Administration (VA) as their disability rating is only 0%-10% service connected. Hence, there is a gap between those who are eligible for VA services and those who need services to deal with their employability issues.</p> <p>Academic counselors make education plans with students, but there is a need to develop these plans in alignment with any disability/employability concerns that would affect the eventual career success for the Veteran. Most academic counselors do not have the clinical rehabilitation counseling background to address these issues; therefore, the majority of our Veterans fall through the cracks of services between academic/mental health/DSPS/Career Services/and VA Veteran Success on Campus Counselors.</p> <p>Completing this program of study will allow me the tools and skills to offer assistance and why I chose to begin this degree program and the sabbatical will help to bring it to completion</p>
8	SHARP, Christina	Business	Fall 2020	<p>The purpose of my sabbatical leave is update my communication skills, discipline knowledge and entrepreneurial skill set through the completion of several graduate business classes and a MiraCosta Spanish 101 course. Business is a diverse subject requiring mastery of behavioral, creative, and analytical skills. Most of my graduate work to date is in management and the behavioral elements of business. Much of what I teach in entrepreneurship is financial and creative in nature and is based on knowledge acquired during my undergraduate education, my career in Investment Services, and as an entrepreneur. For this leave I plan to complete 9 units of graduate level work in courses that I did not take during my graduate education. I also plan to select courses in areas of business that have changed drastically since my undergraduate and master's degrees were completed many years ago. I also would like to begin to develop Spanish language conversational skills. My discipline can be conducted in any language and we have many students who are primarily Spanish speakers. I would like to be able to communicate with them in a manner that is comfortable for them - and I would like them to see that I am a novice learner in an area where they are the experts.</p>
9	VAIL, Steve	Automotive	Fall 2020	<p>To best prepare our program for becoming a Nissan NTTA Tier 2 training partner, I will immerse myself in an intensive Nissan Automotive training program. Since 1997 Nissan has been a partner with Miracosta College, providing us with training materials, vehicles, and monetary support. We are in the process of becoming an ASE nationally certified program in order to meet the factory training requirements set forth by Nissan for a tier 2 training facility. This will elevate our program to the next level in preparing students for dealership employment. Once we are ASE certified we will take our partnership with Nissan to the next level. We must embed Nissan curriculum and hands-on training strategies into our existing courses. In order to facilitate this effectively and to ensure the best possible results for our students I will attend multiple trainings at Nissan factory training facilities. I will garner "Nissan specific" instructional techniques and participate in classroom and lab exercises with Nissan and Infinity technicians. Besides serving to prepare me for our Nissan merge these trainings will keep me abreast of the most recent advances in new vehicle technology, Eco-friendly internal combustion engines, brakes, suspension systems, and the latest in autonomous vehicle technology such as lane departure, back-up cameras, etc. I will utilize information garnered from these trainings to spearhead the process of embedding Nissan training materials into our existing curriculum and lab practices. I will meet with Nissan representatives to "ratify" training agreements, and implement Nissan industry training strategies into our already highly successful Automotive Technology program.</p>

10	WILLIAMS, Arnoldo	Automotive	Spring 2021	During my sabbatical leave, I will research and create an Automotive Instructional Practice Guide aligned to MiraCosta College's AUTO 141: Automotive Engine Performance and Drivability course. Automotive Technology instructors can use this guide to efficiently move students forward in their learning, stay on track, and to ensure curricular continuity. This guide will present automotive systems in a logical and systematic manner, moving students from one key concept to the next. Each automotive system will be broken down into its key components. Each key component will include an easy-to-follow overview that can be used by the instructor to deliver a lecture, and used by students as a study guide. In addition, each essential component will include lab assignments that reinforces the knowledge presented in the overview. Lab assignments will identify the task, break down the task into sub-tasks, and identify steps in sub-tasks. Labs will be designed with clear learning outcomes in mind, thoughtfully sequenced into the flow of classroom instruction, integrate learning of automotive systems content and process, and incorporate ongoing student reflection and discussion.
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Subject: Ratify and Approve Contracts and Purchase Orders—December 1 through December 31, 2019	Attachment: Contract and Purchase Order Ratification List
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> Information ✓ Consent Action </div>
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. (\$92,600), 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 Account 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
December 1 through December 31, 2019**

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

CUPCCAA POs from \$5,000 - \$200,000			
PO #	Vendor	Description	Amount
49157	Maurice Gannon	Patio repair/replacement – Bldg 4600 (Fac)	11,175.00
49291	Maurice Gannon	Parking lot drainage – Bldg 5200 (Fac)	13,850.00

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 – \$92,600			
PO #	Vendor	Description	Amount
49147	CDW Government Inc.	Cisco phone, qty 70 (AIS)	27,089.56
49165	GST Inc.	Sound equipment – Bldg 2000 (Arts)	54,360.38
49170	K-12 Technology Group	Camtasia/Snagit software, qty 743 (AIS)	26,257.62
49236	Dell Marketing L P	Precision tower & monitor, qty 9 (AIS)	35,224.43

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
49166	Facilities Planning and Consulting	Five year construction plan & planning svcs (Fac)	12,750.00
49265	K I	Desk chair, qty 28 – T313 (IS)	13,238.20
49288	CDW Government Inc.	Splunk Enterprise software renewal & support (AIS)	22,940.99

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
49225	Diversified Business Solutions Inc.	Toshiba eStudio copier – Bldg 2200 (Fin)	6,368.35
49227	Skill Survey	Contract renewal (HR)	9,690.00
49248	Uline	Equipment/supplies (CEWD)	8,558.62
49258	Trace3	A10 Networks Gold support renewal (AIS)	7,790.00
49263	Oracle America Inc.	PeopleSoft student/e-benefits support (AIS)	8,621.76
49264	Pharos Systems International Inc.	UNIPRINT software support & maintenance (AIS)	7,760.00
49301	Diversified Business Solutions Inc.	Toshiba eStudio copier – CLC (Pur)	6,368.35

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
49159	RDO Equipment Co.	Increase to cover additional sales tax	582.78

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
N/A	Fresenius Medical Care Holdings, Inc.	MOU - Clinical education program	None

Total Contract Expenditures: \$272,695.32	
Ratify purchase orders 49141 through 49303.	

Capital Improvement Program Contract and Purchase Order Ratification List December 1 through December 31, 2019

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

CUPCCAA POs from \$5,000 – \$200,000			
PO #	Vendor	Description	Amount
MMC0190144	PRAVA Construction Services Inc.	04108 Construction Services (SAN)	76,872.50

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
MM00000168	PCL Construction Services Inc.	04201 Design Build Stipend (OC)	8,333.00
MM00000168	PCL Construction Services Inc.	04204 Design Build Stipend (OC)	8,333.00
MM00000168	PCL Construction Services Inc.	04208 Design Build Stipend (OC)	8,334.00
MM00000169	PCL Construction Services Inc.	04203 Design Build Stipend (OC)	25,000.00
MM00000170	Balfour Beatty Construction LLC	04203 Design Build Stipend (OC)	25,000.00
MM00000171	Sundt Construction Inc.	04201 Design Build Stipend (OC)	8,333.33
MM00000171	Sundt Construction Inc.	04204 Design Build Stipend (OC)	8,333.33
MM00000171	Sundt Construction Inc.	04208 Design Build Stipend (OC)	8,333.34
MMC0190139	Vantage Technology Consulting Group	03722 Tech. and Security Consulting Svcs (OC)	2,200.00
MMC0190139	Vantage Technology Consulting Group	04001 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04004 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04101 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04102 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04103 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04105 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04109 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04115 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04201 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04202 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04203 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04204 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04208 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04215 Tech. and Security Consulting Svcs (OC)	2,360.00
MMC0190139	Vantage Technology Consulting Group	04215 Tech. and Security Consulting Svcs (OC)	23,680.00

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 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
MM00000173	Elite Relocation Services	04104 Moving Services (SAN)	19,706.77

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
MM00000146	Dell Marketing L P	04104 Laptops (SAN)	9,995.90
MMC0190142	Alliance Engineering of California Inc.	04109 Constructability Review Svcs (SAN)	2,000.00

MMC0190145	Dudek	04201 Master Schedule and Implementation (OC)	577.77
MMC0190145	Dudek	04202 Master Schedule and Implementation (OC)	577.77
MMC0190145	Dudek	04203 Master Schedule and Implementation (OC)	577.78
MMC0190145	Dudek	04204 Master Schedule and Implementation (OC)	577.78
MMC0190145	Dudek	04207 Master Schedule and Implementation (OC)	577.78
MMC0190145	Dudek	04208 Master Schedule and Implementation (OC)	577.78
MMC0190145	Dudek	04209 Master Schedule and Implementation (OC)	577.78
MMC0190145	Dudek	04211 Master Schedule and Implementation (OC)	577.78
MMC0190145	Dudek	04244 Master Schedule and Implementation (OC)	577.78

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
MM00000143	CDW Government Inc.	04104 IT Equipment (SAN)	329.62
MM00000145	Dell Marketing L P	04104 Classroom Smart Podium (SAN)	1,431.66
MMC0190007	Alliance Engineering of California Inc.	04002 Change Order 2 (CLC)	8,746.51

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 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
MM03170056	MJK Architecture	04244 Media Service (OC)	19,300.00

MM-17-001 – Architectural and Engineering 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 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
MM01170026	Barnett Quality Control Services Inc.	04209 Geotechnical Services (OC)	9,545.00

MM-17-002 – Geotechnical Engineering 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 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 Month		

MM-17-003 – Civil Engineering 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.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		

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 Month		



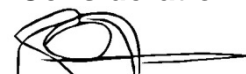
MM-19-013 – Inspector of Record Task Change Orders			
PO #	Vendor	Description	Amount
	No Entries This Month		

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.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 Month		

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

Total Contract Expenditures: \$312,047.96			
Ratify purchase orders — MM00000143, MM00000145, MM00000146, MM00000168 - MM00000171, MM00000173			
Ratify purchase orders (Task Orders) — MM01170026, MM03170056			
Ratify purchase orders (Contracts) — MMC0190007, MMC0190139, MMC0190142, MMC0190144, MMC0190145			

Subject: Approve 2019/20 Legal Services	Attachment: None
Category: Consent Items	Type of Board Consideration: Information  Consent Action
Recommended:  Tim Flood Vice President, Administrative 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




The board of trustees has approved contracts for legal services for the 2019/20 fiscal year. The vice president, administrative services has requested additional legal firms be added to the approval list.

- Public Agency Law Group – general legal services, emphasis on construction, real estate and business transactions.
 - Hourly Rates
 - Principal \$305
 - Attorney \$260
- Sullivan Lawyers – emphasis on legal services related to California Fair Political Practices and specialized legal services.
 - Hourly rates
 - Partner \$295
 - Travel Fee \$150
- Law Office of Pamela Lawton Wilson – emphasis on legal services related to California Fair Political Practices and specialized legal services.
 - Hourly rates
 - Partner \$325
 - Paraprofessional \$100

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

RECOMMENDATION

Approve 2019/20 legal services as stated above.

Subject: Approve Resolution No. 14-19/20: Intent to Convey Easement to City of Oceanside to Incorporate Storm Drain Improvements Into City's System	Attachments: 1. Resolution No. 14-19/20 2. Grant Deed, Exhibits 1 and 2 3. Memorandum of Understanding
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

In late 2018, a large drainage pipe failed near Colgate Drive and the northern part of the Oceanside campus, creating the potential for destabilization of a large adjoining slope. Following negotiations with all interested parties, on December 3, 2018, MiraCosta College approved a Memorandum of Understanding ("MOU") with the City of Oceanside to improve the drainage. The City of Oceanside approved the MOU on December 20, 2018, agreeing, among other things, to contribute funds to the project, to expedite permit approvals, and to assume responsibility for the maintenance and repair of the facilities once constructed.

Under the MOU (Attachment 3), the college was required to obtain all property rights to construct the improvements from the adjacent property owners, Charles and Lisa Hand. Those rights were obtained pursuant to the authorization of the Board of Trustees on June 13, 2019.

STATUS

Work on the storm drain improvements commenced on September 16, 2019, and is now complete. The City of Oceanside, through its Engineering Inspector William B. Deile, received the "as built" plans from the college on December 12, 2019, and accepted the improvements. City of Oceanside staff routinely reviewed the progress of the improvements and actively participated in assuring satisfactory conclusion of the work.

Pursuant to the MOU, the city became obligated to remit \$40,000 to MiraCosta College within 30 days of December 12, 2019, or by January 13, 2020, as its contribution for the work performed. Upon conveyance of the easement rights across the Charles and Lisa Hand property from the college, the city will assume responsibility for upkeep, maintenance, repair and replacement of the storm drain improvements.

Education Code Section 81310 provides: "The governing board of a community college district may, pursuant to this article, ... dedicate or convey to any public corporation, or private corporation engaged in the public utility business, without a vote of the electors of the district

first being taken, an easement to lay, construct, reconstruct, maintain, and operate water, sewer, gas, or storm drain pipes or ditches, electric or telephone lines, and access roads used in connection therewith, over and upon any land belonging to the community college district, upon such terms and conditions as the parties thereto may agree.”

Additionally, California Education Code Section 81311 requires that after the adoption of a resolution expressing the intent to convey an easement, the board must hold a subsequent public hearing and approve and finalize the conveyance. The statute also requires the approval of at least two-thirds of the college’s board to adopt the proposed resolution.

Accordingly, board approval is being sought to approve the resolution expressing the intent to convey the easement for the storm drain improvements to the City of Oceanside. Staff recommends that the approval of the board be contingent upon receipt of the promised funds from the City of Oceanside and confirmation that the city adopts the necessary resolution and/or ordinance accepting the easement rights and responsibilities.

RECOMMENDATION

Adopt Resolution No. 14-19/20 expressing the intent to convey easement to City of Oceanside to incorporate storm drain improvements into city’s system contingent upon receipt of the promised funds from the City of Oceanside and confirmation that the city adopts the necessary resolution and/or ordinance accepting the easement rights and responsibilities.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 14-19/20**

**INTENT TO CONVEY EASEMENT FROM ADJACENT PROPERTY OWNERS,
CHARLES AND LISA HAND, TO CITY OF OCEANSIDE FOR STORM DRAIN IMPROVEMENTS**

WHEREAS, the MiraCosta Community College District ("District") has entered into a Memorandum of Understanding ("MOU") with the City of Oceanside to improve drainage facilities on and immediately north of the Oceanside campus in the proximity of Colgate Drive; and

WHEREAS, the improved drainage facilities will serve to preserve the slope immediately adjacent to the campus; and

WHEREAS, the City of Oceanside has agreed to contribute funds to the drainage improvement project and to maintain and repair the facilities once constructed; and

WHEREAS, the adjacent property owners, Charles and Lisa Hand, have conveyed the necessary property rights to the district to construct said drainage improvements as depicted in their deed dated May 23, 2019; and

WHEREAS, the said drainage improvements have been constructed and accepted by the City of Oceanside as of December 12, 2019; and

WHEREAS, pursuant to the MOU, the City of Oceanside has agreed to assume responsibility for upkeep, maintenance, repair and replacement of the storm drain improvements within the easement following completion of the work; and

WHEREAS, it is in the best interest of the district to transfer the obligation and expense of the maintenance and repair of the storm drain system outside the campus boundaries to the City of Oceanside; and

WHEREAS, Education Code §81310 provides in pertinent part that: "The governing board of a community college district may, pursuant to this article, ... dedicate or convey to any public corporation, or private corporation engaged in the public utility business, without a vote of the electors of the district first being taken, an easement to lay, construct, reconstruct, maintain, and operate water, sewer, gas, or storm drain pipes or ditches, electric or telephone lines, and access roads used in connection therewith, over and upon any land belonging to the community college district, upon such terms and conditions as the parties thereto may agree"; and

WHEREAS, pursuant to Education Code §81311, before ordering such dedication or conveyance of any property, the district's governing board must, in a regular open meeting by a two-thirds vote of all its members, adopt a resolution declaring its intention to dedicate or convey the property. The resolution shall describe the property proposed to be dedicated or conveyed in such a manner as to identify it, and shall specify the purposes for which, and the terms upon which, it will be dedicated or conveyed, and shall fix a time not less than 10 days thereafter for a public meeting of the district's governing board to be held at its regular place of meeting for a public hearing upon the question of making the dedication or conveyance.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE MIRACOSTA COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1: That the board declares its intention to convey to the City of Oceanside the permanent easement rights previously conveyed to the district from Charles and Lisa Hand for drainage improvements as depicted in their deed dated May 23, 2019, as more fully set forth in that deed and relevant exhibits attached hereto. The approval of the said conveyance of easement rights is contingent upon the approval of the Oceanside City Council to accept said rights and the obligations to maintain and repair the drainage improvements. Further, this conveyance is also contingent upon the City of Oceanside making the \$40,000 payment to the district as set forth in the MOU.

Section 2: That a public hearing of this matter shall be held at the regularly scheduled meeting of the Board of Trustees to be held on February 13, 2020.

ADOPTED, SIGNED AND APPROVED this 23rd day of January 2020.

BOARD OF TRUSTEES OF THE
MIRACOSTA COMMUNITY COLLEGE DISTRICT

By: _____
Rick Cassar
President, Board of Trustees

Attest:

By: _____
Sunita V. Cooke, Ph.D.,

Secretary, Board of Trustees

STATE OF CALIFORNIA)
)ss
SAN DIEGO COUNTY)

I, Sunita V. Cooke, Ph.D., do hereby certify that the foregoing is a true and correct copy of Resolution No. **14-19/20** which was duly adopted by the Board of Trustees of the MiraCosta Community College District at a meeting thereof held on the 23rd day of January 2020, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

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



Document no. 18-D0624-1

**MEMORANDUM OF UNDERSTANDING 12/19/2018 (7)
BETWEEN THE CITY OF OCEANSIDE
AND MIRA COSTA COLLEGE REGARDING
Storm Drain Improvements**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Oceanside ("CITY"), and Mira Costa College ("COLLEGE"). Each referred to herein as ("PARTY") and collectively as ("PARTIES.")

RECITALS

The following recitals are a substantive part of this MOU:

WHEREAS, the CITY holds a 10 foot wide storm drain easement ("EASEMENT") crossing lots 139 and 142 as dedicated on Map No. 10052, Mira Costa Estates Unit 2, filed in the office of the County Recorder of San Diego County on April 3, 1981, File No. 81-102855; and

WHEREAS, the COLLEGE desires to design and construct storm drain improvements within or in the vicinity of the EASEMENT ("PROJECT"); and

WHEREAS, the CITY and COLLEGE understand that a new and/or enlarged easement may be needed to accomplish the purposes set forth in this MOU; and

WHEREAS, the CITY after thorough investigation and analysis desires in good faith and with due diligence to assist the COLLEGE with the PROJECT; and

WHEREAS, in a cooperative effort between the PARTIES, the CITY is willing to provide payment to the COLLEGE towards the PROJECT in an amount not to exceed \$40,000; and

WHEREAS, the PARTIES wish to memorialize their agreement in this MOU to carry out the purposes set forth above.

UNDERSTANDING AND AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual understanding, agreement and promises contained herein, the PARTIES hereto do hereby agree as follows:

The purpose and intent of this MOU is to provide for the ownership, construction, maintenance, and repair of the EASEMENT and/or enlarged Easement, and the PROJECT.

MIRA COSTA AGREES:

1. To secure all necessary easement or access rights and pay for same at its sole cost in order to construct the PROJECT.
2. To design and construct the PROJECT in compliance with all applicable laws and CITY standards within one (1) year of the date of this MOU, provided the CITY can expedite approvals to do so, otherwise, the one (1) year date from the date of this MOU will be extended by the amount of time it takes the CITY to issue such approvals from submittal by the COLLEGE.
3. To provide engineered plans, specifications, and special provisions for the PROJECT to the CITY for review and approval prior to construction.
4. To ensure that the CITY is named as an additional insured on all insurance policies covering work performed on the PROJECT.



5. To submit all materials related to the PROJECT to the CITY for review and approval prior to procurement.
6. To obtain performance bonds, warranties and indemnification in favor of the CITY with respect to all work performed on the PROJECT.
7. To provide the as-built construction drawings for the PROJECT to the CITY following completion of the improvements.

CITY AGREES:

1. To review the engineered plans, specifications, and special provisions for the PROJECT provided by the COLLEGE, in order to assure compliance with current CITY standards and requirements for storm drain facilities and to issue such CITY approvals thereon as expeditiously as possible.
2. To pay the COLLEGE the amount of \$40,000 within thirty (30) calendar days after receipt of the as-built construction drawings for the PROJECT and acceptance of the improvements.
3. To assume responsibility for upkeep, maintenance, repair and replacement of the storm drain improvements within the EASEMENT and enlarged Easement following satisfactory completion of the PROJECT and acceptance of the improvements.
4. To expedite the required plan and permit reviews and to perform the engineering plan check work without cost to COLLEGE.

THE PARTIES MUTUALLY AGREE:

1. That the above Recitals are true and correct and are integrated as part of this MOU.
2. The PARTIES have had the opportunity to seek the advice of independent legal counsel prior to executing this Agreement. The PARTIES acknowledge that no PARTY, agent or attorney of any PARTY has made a promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter of this Agreement to induce the other PARTY to execute this Agreement. Each PARTY acknowledges that it has not executed this Agreement in reliance upon any promise, representation or warranty not contained herein.
3. Each PARTY to this MOU and its counsel has reviewed and revised this MOU. The rule of construction that any ambiguities are to be resolved against the drafter hereof shall not be employed in the interpretation of this MOU.
4. This MOU constitutes the entire agreement of the PARTIES regarding the subject matter of this MOU. There are no oral or written agreements which are not expressly set forth in this MOU.
5. This MOU may be amended, modified, or changed only in writing as mutually agreed to and duly executed by the PARTIES respective governing boards/councils.
6. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
7. Time is of the essence in this MOU and every provision contained in this MOU.
8. This MOU is executed in two (2) duplicate copies, each of which is deemed to be an original.
9. Whenever requested by the other PARTY, each PARTY shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents and any other instrument or document as may be necessary, expedient or proper to complete the transaction contemplated by this MOU, and to do any other acts and to execute, acknowledge, and deliver any requested document to carry out the intent and purpose of this MOU.
10. If any legal action or other proceeding, including mediation, arbitration or an action for declaratory relief, is brought to enforce this MOU or because of a dispute, breach, default, or misrepresentation



in connection with this MOU, the prevailing PARTY shall be entitled to recover reasonable attorney fees and other costs in addition to any other relief. Venue for enforcement of this MOU shall be in the Superior Court of San Diego County, North County Branch. The PARTIES agree that before either party commences any legal or equitable action, action for the declaratory relief, suit, proceeding, or arbitration that the PARTIES shall first attempt to resolve the dispute by submitting the dispute to mediation through a mutually acceptable professional mediator in San Diego County, or if a mediator cannot be agreed upon, by a mediator appointed by the Judicial Arbitration and Mediation Service in San Diego County. The PARTIES shall share the cost of mediation and arbitration equally.

11. This MOU shall be construed according to its fair meaning and as if prepared by both PARTIES hereto. This MOU shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this MOU. Article and Section titles and captions are for convenience only and shall not constitute a portion of this MOU. As used in this MOU, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. In the event of any litigation between the PARTIES hereto, the Superior Court of the State of California in and for the County of San Diego shall have exclusive jurisdiction.

12. Notice

All notices required to be delivered under this MOU to the other PARTY must be in writing and shall be effective (i) when personally delivered by the other PARTY or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective PARTIES as set forth below or to such other address and to such other persons as the PARTIES may hereafter designate by written notice to the other persons/entities and or PARTIES hereto:

To City: City of Oceanside
300 North Coast Highway
Oceanside, CA 92054
Attn: Brian Thomas, City Engineer

Copy to: Barbara L. Hamilton, Assistant City Attorney
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

To College: Mira Costa College, Attn: Mr. Tom Macias, Director of Facilities

Copy to: Mr. Andrew K. Rauch, Attorney for Mira Costa College

13. If any term, provision, condition or covenant of this MOU or the application thereof to any PARTY or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.
14. All covenants, stipulations, promises, agreements and obligations of the PARTIES hereto contained in this MOU shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the PARTIES hereto, respectively, and not of any member, officer, employee or agent of the PARTIES hereto in an individual capacity, and no recourse shall be had for any claim based on or under this MOU against any member, officer, employee or agent of the PARTIES hereto.



15. The person(s) executing this MOU on behalf of the PARTIES hereto warrant that (i) such PARTY is duly organized and existing, (ii) they are duly authorized to execute and deliver this MOU on behalf of said PARTY, (iii) by so executing this MOU, such PARTY is formally bound to the provisions of this MOU, and (iv) entering into this MOU does not violate any provision of any other agreement to which said PARTY is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the day and year first above written.

"City"

CITY OF OCEANSIDE, a California Charter City

By: [Signature]
City Manager

Dated: 12/20/2018
(Effective Date)

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: [Signature]
City Attorney

"COLLEGE"

MIRA COSTA COLLEGE

By: [Signature]
Its: Director of Facilities – Tom Macias

Dated: 12-3-18

APPROVED AS TO FORM:

By: [Signature]
Its: Superintendent/President –
Sunita V. Cooke, Ph.D.

Dated: 12-3-18

MIRA COSTA'S SIGNATURE(S) MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC
USING CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT FORM

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

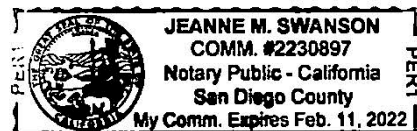
On December 3, 2018 before me, Jeanne M. Swanson
(insert name and title of the officer)

personally appeared Sunita V. Cooke
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne M. Swanson (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

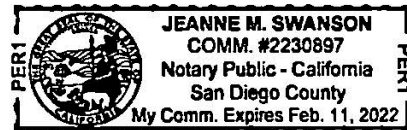
On December 3, 2018 before me, Jeanne M. Swanson
(insert name and title of the officer)


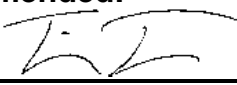
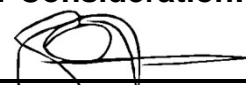
personally appeared Tom Macias
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne M. Swanson (Seal)



Subject: Adopt Resolution No. 15-19/20: Sole Source Findings and Approval of Exception Pursuant to Public Contract Code Section 3400 (c) (2)	Attachment: 1. Resolution No. 15-19/20 2. Exhibits A-1 through A-7 -Facility Justification Transmittal 3. Exhibits B-1 through B-7 Architect and Engineer Report and Recommendations 4. Exhibit C-1 - Legal Memorandum
Category: Action 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

District staff and Kitchell CEM, Inc., the program manager, have evaluated the attached items as exceptions as permitted by Public Contract Code section 3400 (c) (2) as described and identified herein below. Exhibits A-1 through A-7 submitted herewith is district staff's and the Program Management Office's ("PMO") "Facility Justification Transmittal" containing district staff's and the PMO's reports and recommendations for the proposed items.

Steinberg Hart (Architects) has reviewed the attached items identified by district staff and the PMO, Exhibits A-1 through A-7 hereto, and has submitted herewith seven letters/memoranda as Exhibits B-1 through B-7 containing the architects' reports and recommendations for the proposed items.

STATUS

District staff, the PMO, Steinberg Hart (Architects), and outside legal counsel, John P. Dacey, have evaluated the items against the following factors:

- (i) what particular materials, products, things, systems, or services are currently in use or being placed in use throughout the district;
- (ii) where in the district the existing particular materials, products, things, systems, or services are currently in use or being placed in use throughout the district;
- (iii) how long they have been in use and the district's dependency/reliance on them;
- (iv) whether there have been any significant operational and/or maintenance issues;
- (v) the current life/longevity of the existing particular materials, products, things, systems, or services;
- (vi) the need to have a totally integrated/compatible particular material, product, thing, system, or service;
- (vii) security, safety and related reason concerns;

- (viii) where the new particular materials, products, things, systems, or services will be installed; and
- (ix) what negative resulting consequences (cost, maintenance, safety, security, or otherwise) are likely to occur if different materials, products, things, systems, or services are put in place.

The items are listed below:

#	Proposed Items and Manufacturer	Exception under PCC section 3400
1.	Honeywell Room Controllers	PCC section 3400 (c) (2)
2.	Honeywell Wall Modules	PCC section 3400 (c) (2)
3.	Honeywell Spyder BACnet Programmable Controller	PCC section 3400 (c) (2)
4.	Eclipse Terminal Unit Controller	PCC section 3400 (c) (2)
5.	Eclipse VAV Controller	PCC section 3400 (c) (2)
6.	Distech Control Connected System Controller	PCC section 3400 (c) (2)
7.	Legrand Wiremold Resource RFB Series Floor Boxes	PCC section 3400 (c) (2)

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

Outside legal counsel for the district, John P. Dacey, Esq., Bergman Dacey Goldsmith, PLC, has reviewed and evaluated the items, Exhibits A-1 through A-7 and Exhibits B-1 through B-7, and measured the contents thereof against the foregoing factors and the requirements of Public Contract Code section 3400, and the exception found within Public Contract Code section 3400 (c). Mr. Dacey has concluded that these items meet the requirements of the aforesaid statute as set forth in the legal memorandum submitted herewith as Exhibit C-1.

RECOMMENDATION

1. Adopt Sole Source Exceptions Findings specified in Exhibits A-1 through A-7, and Exhibits B-1 through B-7; and
2. Approve Resolution No. 15-19/20 set forth below.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 15-19/20

ADOPTION OF SOLE SOURCE FINDINGS AND APPROVAL OF EXCEPTION PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400 (c) (2)

WHEREAS, the Board of Trustees of the MiraCosta Community College District (“District”) has been requested to make a finding and approve as an exception pursuant to Public Contract Code Section 3400 (c) (2) seven (7) items as further identified herein below for Measure MM projects, and all other projects district-wide, regardless of funding line(s);

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

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

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

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

.....

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

WHEREAS, District staff and the Program Management Office (“PMO”) have evaluated the potential exception as permitted by the above referenced statute as described in Exhibits A-1 through A-7 (“Facility Justification Transmittal”) submitted to the board with this resolution;

WHEREAS, Steinberg Hart (Architects) have reviewed Exhibits A-1 through A-7 and have submitted to the board with this resolution their letters/reports (Exhibits B-1 through B-7) concurring in the findings and recommendations made by district staff and the PMO;

WHEREAS, outside legal counsel for the district, John P. Dacey, Esq., Bergman Dacey Goldsmith, PLC, has reviewed and evaluated: the proposed items; Exhibits A-1 through

A-7; and Exhibits B-1 through B-7; and measured the contents thereof against the requirements of the applicable statute for the suggested exception and has determined that the proposed items meet the requirements on the aforesaid statute as set forth in the legal memorandum submitted with this resolution (Exhibit C-1);

WHEREAS, the proposed items, and corresponding exception, are identified as:

#	Proposed Items and Manufacturer	Exception under PCC section 3400
1.	Honeywell Room Controllers	PCC section 3400 (c) (2)
2.	Honeywell Wall Modules	PCC section 3400 (c) (2)
3.	Honeywell Spyder BACnet Programmable Controller	PCC section 3400 (c) (2)
4.	Eclipse Terminal Unit Controller	PCC section 3400 (c) (2)
5.	Eclipse VAV Controller	PCC section 3400 (c) (2)
6.	Distech Control Connected System Controller	PCC section 3400 (c) (2)
7.	Legrand Wiremold Resource RFB Series Floor Boxes	PCC section 3400 (c) (2)

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

NOW THEREFORE BE IT RESOLVED THAT:

1. The board has considered: (i) the proposed items; (ii) the factual findings and recommendations of district staff and the Program Management Office (PMO) regarding the proposed items identified above as set forth in Exhibits A-1 through A-7; (iii) the statements and recommendations of Steinberg Hart (Architects) as set forth in Exhibits B-1 through B-7; and (iv) the legal memorandum of outside legal counsel (Exhibit C-1), and hereby adopts the findings and conclusions in all of the foregoing as the board's own findings and conclusions;
2. The board accepts and approves the recommendations submitted by district staff, the PMO; Steinberg Hart (Architects); and outside legal counsel;
3. The board finds and approves, as an exception pursuant to Public Contract Code Section 3400 (c) (2) as stated above, the items identified herein above and its subsequent and/or replacement: model, part number, or system from the specified manufacturer, for use in the district's Measure MM projects, for all projects district-wide, regardless of funding line(s); and
4. The board directs district staff and the PMO to include a copy of this resolution in all future procurement notices inviting bids and/or requests for proposals that will involve said items for district Measure MM projects, and for all projects district-wide.

DATED, SIGNED AND APPROVED this 23rd day of January 2020.

BOARD OF TRUSTEES OF THE
MIRACOSTA COMMUNITY COLLEGE DISTRICT

By: _____

Rick Cassar
President, Board of Trustees

Attest:

By: _____

Sunita V. Cooke, Ph.D.,
Secretary, Board of Trustees

STATE OF CALIFORNIA)
)ss
SAN DIEGO COUNTY)

I, Sunita V. Cooke, Ph.D., do hereby certify that the foregoing is a true and correct copy of Resolution No. 15-19/20, which was duly adopted by the Board of Trustees of the MiraCosta Community College District at a meeting thereof held on the 23rd day of January 2020, and that it was so adopted by the following vote:

AYES: _____


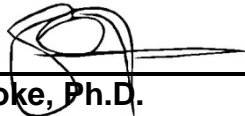
NOES: _____

ABSENT: _____

ABSTENTIONS: _____

By _____

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

Subject:	Attachment:
Board Policy 2100 – Board Elections	Board Policy 2100 – Board Elections
Category:	Type of Board Consideration:
Board Policies – Second Reading	<div> <div>Information</div> <div>Consent</div> <div>Action </div> </div>
	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 2100 – Board Elections have been approved by College Council, and the policy is now presented for a second reading and adoption by the board of trustees.

There is not an Administrative Procedure 2100 to provide for additional information.


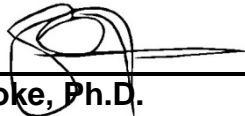
RECOMMENDATION

Adopt Board Policy 2100 – Board Elections.

Elections shall be held every two years, in even numbered years. The term of office of each trustee shall be four years, commencing on the ~~first~~-second Friday in December following the general election in November. Terms of trustees are staggered so that, as nearly as practical, one half of the trustees shall be elected at each trustee election.

The election of a board member residing in and registered to vote in the trustee area they seek to represent shall be only by the registered voters of the same trustee area. A map of the seven areas of the district is posted on the college Website.

The superintendent/president shall submit recommendations to the Board of Trustees regarding adjustments to be made to the boundaries of each trustee area, if any adjustment is necessary, after each decennial federal census. The superintendent/president shall submit the recommendation in time for the board to act as required by law.

Subject: Board Policy 2210 – Officers of the Board	Attachment: Board Policy 2210 – Officers of the Board
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 2210 – Officers of the Board have been approved by College Council, and the policy is now presented for a second reading and adoption by the board of trustees.

There is not an Administrative Procedure 2210 to provide for additional information.

RECOMMENDATION

Adopt Board Policy 2210 – Officers of the Board.

A president and vice president shall be elected from among the members of the Board of Trustees at the annual organizational meeting, which will be held during the fifteen-day period beginning the ~~first~~second Friday in December. The superintendent/president may serve by appointment as the board secretary/clerk. The board also may appoint an assistant secretary. The terms of officers shall be for one year.

The role of the board president is to lead the board members in carrying out their duties and responsibilities in partnership with the superintendent/president.

The board president shall:

- A. Consult with the superintendent/president and board vice president on board meeting agendas.
- B. Assure board compliance with policies on board education, self-evaluation, ethics policy, and superintendent/president evaluation.
- C. Be knowledgeable about MiraCosta College and the communities that comprise its district and use that knowledge in part to help the board and the superintendent/ president focus on the future.
- D. In leading the district's commitment to planning, ensure a board role in the planning process, including creating and recreating the board's vision for the college.
- E. Communicate regularly with the superintendent/president and as needed with the board to keep all members informed about MiraCosta Community College District matters specifically and community college issues in general.
- F. When an invitation is extended, attend public events on behalf of the board or designate other trustees to do so.
- G. Communicate board positions in public forums.
- H. Strive to develop the effectiveness of the board as a team and of individual members of the team.
- I. Appoint trustees to ad hoc committees to formulate initiatives and policies for recommendation to the board.

- J. Plan board retreats to maintain board vitality and effectiveness; encourage trustees to attend regional, state and national conferences; and include current issues for timely discussion in board agendas.
- K. Preside over board meetings, ensuring orderly, deliberate, and appropriate discussion and decision-making.
- L. Call emergency and special meetings of the board as required by law.
- M. Play a major role in orientation and in continuing support and informing of new board members.
- N. Ensure annual board self-evaluations and superintendent/president evaluations are conducted with appropriate follow-up.
- O. Sign official district documents that require the signature of this office.


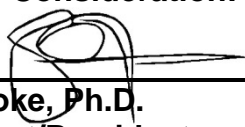
The vice president shall have all of the authority and duties of the president in the absence of the president and shall:

A. Consult with the superintendent/president and board president on board meeting agendas.- ----

The duties of the board secretary are as follows:

- A. Notify members of the board of regular, special, emergency and adjourned meetings.
- B. Prepare and post board meeting agendas.
- C. Have prepared for adoption minutes of board meetings.
- D. Attend all board meetings and closed sessions, unless excused, and in such cases to assign a designee.
- E. Conduct the official correspondence of the board.
- F. Certify as legally required all board actions.
- G. Sign, when authorized by law or by board action, any documents that would otherwise require the signature of the secretary or the clerk of the board.

The Board of Trustees does not have an official system of rotation of officers; it elects the officers each year from among all its members.

Subject: Board Policy 2310 – Regular Meeting of the Board	Attachment: Board Policy 2310 – Regular Meeting of the Board
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 2310 – Regular Meeting of the Board have been approved by College Council, and the policy is now presented for a second reading and adoption by the board of trustees.

There is not an Administrative Procedure 2310 to provide for additional information.

RECOMMENDATION

Adopt Board Policy 2310 – Regular Meeting of the Board.

Regular meetings of the Board of Trustees shall normally be held ~~twice~~ once a month unless otherwise determined by official action. Regular meetings of the board shall normally be held in the John MacDonald Board Room, 1 Barnard Drive, Oceanside, California. The board endeavors to hold at least two meetings per year at each district site.

In addition to regular meetings, the board may also hold workshops/retreats from time to time throughout the year for the study of special topics of interest to the board or the community.


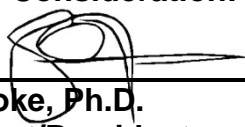
A notice identifying the location, date, and time of each regular meeting of the board shall be posted to the district website and updated as required. All regular meetings of the board shall be held within the boundaries of the district except in cases where the board is meeting with another local agency or is meeting with its attorney to discuss pending litigation if the attorney's office is outside the district.

The board may adjourn any regular meeting to a later, fixed date to complete any unfinished business. At such adjourned session, the board shall have all the powers of the preceding regular session. Notice of the adjourned meeting must be posted on or near the door of the meeting room within twenty-four hours of the adjournment.

A majority of members of the board shall constitute a quorum.

The procedures of the board shall be governed by parliamentary procedure.

All regular and special study sessions of the board shall be open to the public, be accessible to persons with disabilities, and otherwise comply with Brown Act provisions, except as required or permitted by law.

Subject: Board Policy 2735 – Board Member Travel and Reimbursable Expenses	Attachment: Board Policy 2735 – Board Member Travel and Reimbursable Expenses
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 2735 – Board Member Travel and Reimbursable Expenses have been approved by College Council, and the policy is now presented for a second reading and adoption by the board of trustees.

There is not an Administrative Procedure 2735 to provide for additional information.

RECOMMENDATION

Adopt Board Policy 2735 – Board Member Travel and Reimbursable Expenses.

Members of the Board of Trustees, including the student trustee, are encouraged to attend educational conferences, professional meetings, college, and foundation events when the purpose of such activities is to improve the operation of the district and to enhance board governance and trustee knowledge.

The following general guidelines shall be followed by board members who are on official college business and shall govern the manner and to what extent board members will be reimbursed for expenses incurred while traveling or conducting college business. Receipts are required for all reimbursements, with the exception of meals, (including meals) and shall accompany the Travel Request/Claim Form (B-86). Administrative Procedure 7400: Employee Travel outlines allowances and the process to follow for the meal per diem.

- A. Trustees shall notify the superintendent/president's office and the board president of their intention to travel.
- B. Board members shall be reimbursed for travel expenses to include transportation, lodging, and meals, seminar/conference fees, and other reasonable expenses in accordance with Administrative Procedure 7400, Employee Travel, and the applicable provisions of state law.
- C. Mileage will be paid at the prevailing college rate for use of personal vehicle. Travel by plane or other public transportation will not exceed the lowest quoted coach fare. If a trustee chooses to travel by personal vehicle, reimbursement for all expenses, i.e. mileage, meals, tolls, and parking, will not exceed the cost of the lowest quoted airfare.
- D. Board members are encouraged to report on their activities to their fellow trustees at a regular board meeting.

Non-reimbursable Expenses

The following expenses are not reimbursable: transportation or meal costs for spouse or other members of the family; alcoholic beverage expenditures; entertainment and tours not directly connected with business-related events; and any personal expenses not connected with the purpose of the business trip, such as dry cleaning, valet services, in-room movie rental services, tours, personal telephone calls, tips (other than the standard ~~fifteen~~ 18 percent for meal service).

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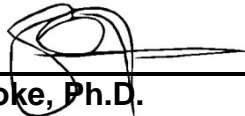
Adoption Date: 12/11/12

References: Education Code §§72423, 87032
Board Policy / Administrative Procedure 7400–Employee Travel
Administrative Procedure 6304–Actual and Necessary Business Expenses

CCLC Update: -
Steering: S/P / N/A

The superintendent/president, in consultation with the board president, shall prepare an annual budget for board travel.

The board president, in conjunction with the superintendent/president, shall prepare a list of conferences and other activities that board members may wish to attend or will assist board members in their continuing education and fulfillment toward the mission of the district.

Subject:	Attachment:
Board Policy 6330 – Purchasing	Board Policy 6330 – Purchasing
Category:	Type of Board Consideration:
Board Policies – Second Reading	<div> <div>Information</div> <div>Consent</div> <div>Action </div> </div>
	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 6330 – Purchasing 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 6330 is provided for information only.

RECOMMENDATION

Adopt Board Policy 6330 - Purchasing.

~~The Board of Trustees delegates to the superintendent/president the authority to enter into purchases and contracts on behalf of the district and to establish administrative procedures for all purchases, contract awards, and their management, subject to the following:~~

~~A. — Purchases~~

The ~~board of trustees delegates to the~~ superintendent/president ~~is delegated~~ the authority to purchase supplies, materials, equipment, and services as necessary to the efficient operation of the district. No such purchase shall exceed the amounts specified by California Public Contract Code §20651, as amended from time to time.

~~The superintendent/president is responsible for developing and implementing the necessary purchasing procedures and controls.~~

~~A summary of all purchasing transactions shall be reviewed by the board every sixty (60) days.~~

~~The superintendent/president is specifically given the authority by the board to delegate his or her authority to approve and sign purchase orders, contracts, and other purchasing documents and instruments as deemed necessary.~~

~~B. — Contracts~~

- ~~1. — Contracts are not enforceable obligations until they are ratified by the board.~~
- ~~2. — Contracts for work to be done, services to be performed or for goods, equipment, or supplies to be furnished or sold to the district that exceed the amounts specified in Public Contracts Code §20651 shall require prior approval by the board.~~
- ~~3. — Contracts for fiscal audit and legal services shall require prior approval by the board, except in the unusual situation that it is deemed in the best interest of the district by the superintendent/president to retain legal counsel on an emergency basis prior to a board meeting.~~

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Adoption History: 2/16/10, 6/19/12

Reference Update: 4/14, 11/14, 4/15

References: Education Code §81656
Public Contracts Code §20650, 20651
Government Code §53060

ACCJC Accreditation Standard III.D.16

CCLC Update: #25, 11/14

Steering: S/P

4. ~~With the exception of contracts for fiscal audit and legal services, contracts that do not exceed the amounts specified in Public Contracts Code §20651 shall not require prior approval by the board but shall be presented to the board for ratification.~~

~~When bids are required according to Public Contracts Code §20651, the board shall award each such contract to the lowest responsive and responsible bidder who meets the specifications published by the district and who shall give such security as the board requires, or reject all bids.~~

~~If the best interests of the district will be served by a contract, lease, requisition, or purchase order through any other public corporation or agency in accordance with Public Contracts Code §20652, the superintendent/president is authorized to proceed with a contract.~~

~~The district adopts as a standard practice the San Diego County Taxpayers Association's *School Construction and Professional Services Procurement Best Practices* as Administrative Procedure 6380.~~

~~Authority to execute purchases and contracts on behalf of the district is delegated to the superintendent/president, Vice President, **Business and** Administrative Services, and the Director of Purchasing and Material Management.~~

~~See Administrative Procedures 6330, 6350, 6360, 6370, 6380.~~

The objective of the purchasing program is to purchase from the lowest bidder considering each of the following requirements, and in accordance with the requirements of law:

- A. Buy the proper product for the purpose required.
- B. Have the product available when needed.
- C. Buy in quantities appropriate for the rate of use.
- D. Pay the lowest price obtainable for the quantity required.
- E. Buy without favor or prejudice while considering the factors of quality and service, in addition to price.

The Purchasing and Material Management Department shall be guided in purchasing activities by applicable federal and state statutes, administrative codes, court decisions, legal opinions, policies of the board of trustees, and board-approved agreements. The vice president, administrative services, shall prepare written administrative procedures for the conduct of the purchasing, contracting and material management functions.

Purchases of materials, supplies, equipment, or services shall not be made from any employee of the district unless:

- A. The employee or spouse of the employee owns less than three percent of the business.
- B. The employee has no control or influence in initiating the order or in defining the specifications such as the quality, quantity, or timing of the purchase or performance of service.

The purchasing power of the district shall not be used to procure or to secure advantage in the purchase of any goods and services for employees, officers or any other individuals.

Recognizing that individual preferences have a high value to those requesting goods and services, nevertheless the Purchasing and Material Management Department has a duty to seek opportunities to standardize on items when there are significant benefits in cost, quality, value or maintenance.

When feasible, the Purchasing and Material Management Department will develop more than one source of supply to encourage competition, avoid charges of favoritism, and ensure deliveries.

Business Diversity

The district is committed to increasing the participation of minority-owned business enterprises (MBE), women-owned enterprises (WBE), and disabled-veteran-owned enterprises (DVBE) in the procurement activities of the college.

Delegation of Authority

The board through the superintendent/president delegates the authority to purchase on a ratification basis up to the current Public Code bid level as specified in Public Contract Code sections 20651, et seq. to the vice president, administrative services, and/or the director of purchasing and material management.

Only the district superintendent/president, the vice president, administrative services, the director of purchasing and material management, or other person as designated by board resolution shall be authorized to represent the district and to execute documents or agreements arising from the purchasing and contracting function.

Bids and Advertising

Every transaction between the district and a purveyor of supplies, equipment, or services exceeding the annually prescribed bid limit as stated in Public Contracts Code section 20651 shall be formalized by advertising for bids or proposals, written specifications and a written agreement in a legally prescribed form. At the discretion of the director of purchasing and material management, the formal bid process may be waived if the interests of the district are best served by a contract, lease or purchase order issued through any other public agency or corporation in accordance with Public Contract Code section 20652. An acknowledged purchase order may replace the written agreement at the discretion of the director of purchasing and material management.

All bids subject to competitive bidding shall be processed in a legally prescribed manner and shall remain sealed and unopened until the designated date and time of the bid opening.

Transactions involving public works projects, specifically with reference to work to be done in the aggregate amount above \$200,000 for any and all goods and services involved in the project, shall be formally advertised and bid, and shall include written specifications, drawings (if any) and a written agreement in a legally prescribed form.

Some purchases do not legally require a formal bid process no matter what the dollar amount. Those types of purchases are usually for intangible professional services such as consulting, attorneys, architects, inspectors and engineers, products that must be congruent with existing technology or security systems, and software. For purchasing transactions not requiring a formal bid process as described above, the following procedures will be used at the discretion of the director of purchasing and material management:

- A. When the first quote for supplies, equipment or services exceeds \$25,000, written quotations shall be invited from a minimum of at least three vendors. Professional services may be exempted from this requirement by the vice president, administrative services.

- B. When the first quote for supplies, equipment or services exceeds \$10,000, telephone quotes shall be invited from a minimum of at least three vendors.

The above bid and quote amounts shall not apply to goods or services purchased through the San Diego County Purchasing Agent, purchasing agencies of the state of California or cooperative purchasing agreements with other school districts and/or public agencies or corporations.

Blanket Purchase Orders

Blanket purchase orders may be established with approval of the vice president, administrative services, or designee with vendors who frequently supply items whose purchase cannot be anticipated and stocked. The intent of using blanket orders is to allow more efficient procurement of those goods or services that constitute high volume, low-cost purchases.

Reimbursement for Purchases


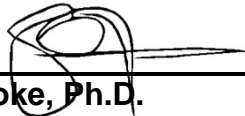
Employees purchasing items for the district from their own funds and expecting to be reimbursed do so at their own risk. Reimbursement will be made only if in the normal purchasing sequence a purchase order would have been issued for the item or services purchased. Examples of why a reimbursement might not be allowed are (1) not an emergency; (2) unsuitable or unsafe for its intended usage; (3) not legally viable (e.g. a contractual obligation to purchase from another vendor); (4) insufficient budget funds; (5) could have been purchased at a significantly lower price from another source; (6) failure of the product to meet established district standards; and (7) repeated abuse or pattern of requests for reimbursement of unauthorized purchases.

Requests for reimbursement must be made by submitting a purchase request accompanied by an itemized original receipt or other valid proof of payment from the vendor. The appropriate budget manager and the director of purchasing and material management must approve the request. If the employee purchase is reimbursable, a request for payment will be issued and the employee will be reimbursed by commercial warrant.

In the event that the employee purchases food from a restaurant or other food service provider where the purchase would typically include the payment of a tip or gratuity, it is understood that a tip is a normal cost directly related to such service and should be treated as a collateral cost of providing meal services. To that end, the district will approve the reimbursement of tips not to exceed the standard 18 percent margin normally allocated for such service.

Procedures for Purchasers

The director of purchasing and material management shall be responsible for developing, disseminating and implementing purchasing and contracting procedures for employees to follow. Such procedures will be developed using a collegial process with a goal of combining simplicity and ease of use with the strict realities of the district's fiduciary responsibility for the public funds entrusted to it. The procedures will be available in hard copy and electronically on the district's website.

Subject:	Attachment:
Board Policy 6340 – Bids and Contracts	Board Policy 6340 – Bids and Contracts
Category:	Type of Board Consideration:
Board Policies – Second Reading	<div> <div>Information</div> <div>Consent</div> <div>Action </div> </div>
	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 6340 – Bids and Contracts 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 6340 is provided for information only.

RECOMMENDATION

Adopt Board Policy 6340 – Bids and Contracts.

The board of trustees delegates to the superintendent/president the authority to enter into purchases and contracts on behalf of the district and to establish administrative procedures for all purchases, contract awards, and their management, subject to the following:

1. Contracts are not enforceable obligations until they are ratified by the board.
2. Contracts for work to be done, services to be performed or for goods, equipment, or supplies to be furnished or sold to the district that exceed the amounts specified in Public Contracts Code §20651 shall require prior approval by the board.
3. When bids are required according to Public Contract Code Section 20651, the board shall award each such contract to the lowest responsible bidder who meets the specifications published by the district and who shall give such security as the board requires, or reject all bids.
4. When the district determines that, according to Public Contract Code section 20651.7, it can expect long-term savings through the use of life-cycle cost methodology, the use of more sustainable goods and materials, and reduced administrative costs, the district may select and award the contract based on best value in accordance with AP 6340. The bidder shall give such security as the board requires and may reject all bids.
5. Contracts for fiscal audit and legal services shall require prior approval by the board, except in the unusual situation that it is deemed in the best interest of the district by the superintendent/president to retain legal counsel on an emergency basis prior to a board meeting.
6. With the exception of contracts for fiscal audit and legal services, contracts that do not exceed the amounts specified in Public Contracts Code §20651 shall not require prior approval by the board but shall be presented to the board for ratification.

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Adoption History: xx/xx/xxxx
 Reference Update: --
 References: Education Code Sections 81641 et seq.;
 Public Contract Code Sections 20650 et seq.;
 Government Code Section 53060;
 ACCJC Accreditation Standard III.D.16;
 2 Code of Federal Regulations Part 200.318
 CCLC Update: 4/14, 4/15, 10/16, 3/19
 Steering: S/P

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

If the best interests of the district will be served by a contract, lease, requisition, or purchase order through any other public corporation or agency in accordance with Public Contracts Code §20652, the superintendent/president is authorized to proceed with a contract.

See Administrative Procedures 6330, 6340, 6345, 6350, 6360, 6365, 6370, 6380.

Contracts

The district shall define “contract” to be a written agreement describing the mutual intent of the parties, the scope of work or product to be provided, the form and amount of consideration, the duration of the contract, and the requirement of mutual signatory acceptance of the parties. In accordance with Education Code section 81655, all contracts must be either approved or ratified by the board of trustees.

All contracts valued at more than the current Public Contract Code formal bid level will be presented to the board for prior approval. When bids are required, the board shall award each such contract to the lowest responsive and responsible bidder who meets the specifications published by the district and who shall give such security as the board requires, or reject all bids.

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.

Contracts valued at less than the current Public Code formal bid level specified in Public Contract Code sections 20651 et seq. and section 22022 et seq. may be presented to the board for ratification rather than prior to execution, with the ratification being accomplished no later than sixty (60) days after execution of the agreement by the director of purchasing and material management. A summary list of contracts to be ratified (including vendor name, purchase order number, and dollar value of the contract) shall be presented to the board as a consent item at each monthly business meeting. While a member of the board may request a copy of any contract from the superintendent/president, 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.

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Effective Date:	11/21/19
References:	Education Code §§81641 et seq. Government Code §53060 Public Contracts Code §§20103.7, 20112, 20650 et seq., 20651, 22000 et seq. Labor Code §§1770 et seq. Accrediting Commission for Community and Junior Colleges Accreditation Standard III.D.16 2 Code of Federal Regulations Part 200.318
CCLC Update:	#29, 10/16, 4/18, 3/19
Steering:	S/P / N/A

Limits

Bids or quotations shall be secured as may be necessary to obtain the lowest possible prices as follows:

- A. Purchase of goods or services up to the limits set out in the Public Contract Code will require documented quotes.
- B. Purchase of goods or services in excess of the limits set out in the Public Contract Code will require formal advertised bids.

The bid minimums are annually readjusted by the board as required by Public Contract Code section 20651(d). The current bid minimum can be found at www.cde.ca.gov/fg/ac/co/.

In securing bids or quotations, the district will avoid acquisition of unnecessary or duplicative items. Contracts involving expenditures that require competitive bidding require approval by the board of trustees prior to award.

Contracts involving expenditures that require competitive bidding require approval by the board prior to award.

Bid Specifications

Bid specifications shall include a definite, complete statement of what is required and, insofar as practical, shall include pertinent details of size, composition, and construction of what is specified, and minimum standards of efficiency, durability, and/or utility required of what is specified.

Notice Calling for Formal Advertised Bids

The district shall publish at least once a week for two weeks in a newspaper of general circulation circulated within the district or if there is no such paper, then in some newspaper of general circulation, circulated in the county, and may post on district's website or through an electronic portal, a notice calling for bids or proposals, stating the materials or supplies to be furnished and the time and place when bids will be opened. The district may accept a bid that was submitted either electronically or on paper.

Bid and contract forms shall be prepared and maintained by the Office of Purchasing and Material Management. All applicable statutory provisions and board policies shall be observed in preparation of the forms.

The director of purchasing and material management shall be responsible for insuring that the bid specifications are sufficiently broad to encourage and promote open competitive bidding.

All bid notices for work to be done shall contain an affirmative statement requiring compliance with California Labor Code sections 1775 and 1776 governing payment of prevailing wages and California Labor Code section 1777.5 governing employment of apprentices. All bid submissions shall contain all documents necessary to assure compliance with these California Labor Code sections. Failure to provide such documentation shall cause any such bid to be deemed incomplete.

When required or determined to be appropriate, bids shall be accompanied by a certified or cashier's check, or bid bond, in the amount specified in the bid form, as a guarantee that the bidder will enter into contract and furnish the required contract bonds. When no longer required for the protection of the district, any certified or cashier's check received shall be returned to the respective bidder.

The director of purchasing and material management shall make available to the prospective bidders bid forms with sets of specifications and drawings and shall provide a convenient place where bidders, subcontractors, and material personnel may examine the specifications and drawings.

The director of purchasing and material management shall provide an electronic copy of the plans and specifications and other contract documents to a contractor plan room service at no charge upon request from that contractor plan room.

When permitted, a deposit for sets of plans and specifications may be required and may be refunded when such documents are returned.

Awarding of Bids and Contracts Awards

The awarding of bids and contracts shall be subject to the following conditions:

- A. Any and all bids and contract proposals may be rejected by the district for good and sufficient reason.
- B. All bids shall be opened publicly and bidder shall be given the opportunity to make record of the bids received.
- C. Bid and contract award recommendations to the board shall show a tabulation of the bids received in reasonable detail.
- D. Selection and Award to Lowest Responsible Bidder:
 - a. Bid and contract awards shall be made to the lowest responsible bidder substantially meeting the requirements of the specifications.
- E. Selection and Award Based on Best Value:
 - a. For the purposes of bid evaluation and selection when the district determines that it can expect long-term savings through the use of life-cycle cost methodology, the use of more sustainable goods and materials, and reduced administrative costs, the district may provide for the selection of the lowest responsible bidder on the basis of best value.
 - b. "Best value" means the most advantageous balance of price, quality, service, performance, and other elements, as defined by the board, achieved through methods in accordance with this section and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, and required services.
 - c. The district will consider all of the following in a best value selection and award:

- i. Price and service level proposals that reduce the district's overall operating costs, including end-of-life expenditures and impact.
 - ii. Equipment, services, supplies, and materials standards that support the district's strategic acquisition and management program direction.
 - iii. A procedure for protest and resolution in the request for proposal.
- d. The district may also consider any of the following in a best value selection and award:
 - i. The total cost to of its purchase, use, and consumption of equipment, supplies, and materials.
 - ii. The operational cost or benefit incurred by the district.
 - iii. The added value to the district, as defined in the request for proposal, of vendor-added services.
 - iv. The quality and effectiveness of equipment, supplies, materials, and services.
 - v. The reliability of delivery and installation schedules.
 - vi. The terms and conditions of product warranties and vendor guarantees.
 - vii. The financial stability of the vendor.
 - viii. The vendor's quality assurance program.
 - ix. The vendor's experience with the provisions of equipment, supplies, materials, and services within the institutional marketplace.
 - x. The consistency of the vendor's proposed equipment, supplies, materials, and services with the district's overall supplies and materials procurement program.
 - xi. The economic benefits to the local community, including, but not limited to, job creation and retention.
 - xii. The environmental benefits to the local community.
 - xiii. As otherwise permitted by applicable law.
- e. The district will award a contract to the lowest responsible bidder, whose proposal offers the best value to the district based solely on the criterial set forth in the request for proposal. The district shall document its determination in writing.
- f. The district shall issue a written notice of intent to award supporting its contract award and stating in detail the basis of the award. The notice of the intent to award and the contract file must be sufficient to satisfy an external audit.
- g. The district shall publicly announce its award, identifying the bidder to which the award is made, the price proposal of the contractor awarded the contract, and the overall combined rating on the request for proposal evaluation factors. The announcement shall also include the ranking of the contractor awarded the contract in relation to all

other responsive bidders and their respective price proposals and summary of the rationale for the contract award.

- h. The district shall ensure that all businesses have a fair and equitable opportunity to compete for, and participate in, district contracts and shall also ensure that discrimination on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation, does not occur in the award and performance of contracts.

Purchase without Advertising for Bids

The director of purchasing and material management is authorized to make purchases from firms holding public contracts without calling for bids where it appears advantageous to do so.

The director of purchasing and material management may, without advertising for bids within the same state, purchase or lease from other public agencies materials or services by authorization of contract or purchase order.

The director of purchasing and material management may make purchases through the State of California Cooperative Purchasing Program, operated by the Department of General Services, and other public agency consortiums and/or cooperatives as appropriate.

The director of purchasing and material management is authorized to make purchases with a value between \$5,000 and \$250,000 from a certified small business, microbusiness, or disabled veteran business enterprise.

Duration of Continuing Contracts for Services and Supplies

Continuing contracts for work or services furnished to the district are not to exceed five years. Contracts for materials and supplies are not to exceed three years.

Emergency Repair Contracts without Bid

When emergency repairs or alterations are necessary to continue existing classes or to avoid danger of life or property, director of purchasing and material management may make a contract in behalf of the district for labor, materials and equipment without advertising for or inviting bids, subject to ratification by the board.

Other Contracts

Nothing set forth hereinabove shall preclude the district from procuring professional service agreements (e.g., architect, engineering, inspection, construction management, services, etc.), and/or construction services, as otherwise permitted by applicable law.

Unlawful to Split Bids

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of the Public Contract Code requiring work to be done by contract after competitive bidding.

Record Retention

The district will retain records sufficient to detail the history of procurement. These records include: rationale for the method of procurement, selection of contract type, contractor selection and rejection, and the basis for the contract price.

Filing of Protest

A bidder or proposer that has submitted a bid or proposal to the district and wishes to file a protest against an intended award to another bidder/proposer shall comply with the following:

1. Submit the protest in writing to the vice president, administrative services at the District Administrative Offices, located at 1 Barnard Drive, Oceanside, CA 92056;
2. The protest letter must state the basis for the protest, all facts and information in support thereof, the remedy sought, be signed under penalty of perjury under the laws of the state of California, and be accompanied by all documents that support the basis of the protest;
3. Protests must be submitted within five business days of notification of the proposed award;
4. The filing of a Public Records Act Request will not extend the five business day deadline within which a protest must be filed;
5. The filing of a protest will not suspend the intended award. The district retains its discretion to move forward with the intended award as permitted by law; and
6. Any protest filed after the required deadline will not be considered, except in the district's sole discretion.

Disposition of Protest

Upon receipt of a protest, the vice president, administrative services will:

1. Decide to respond; or decide to delegate the obligation to respond to a designee, such as the facilities director;
2. Promptly notify the intended awardee by sending a full copy of the protest to the intended awardee and permitting the intended awardee to respond to the protest within three business days of the notice by providing a response to the district addressing the points raised in the protest and/or by submitting any other information in support of the district making the intended award;
3. Upon receipt of a response from the intended awardee, the intended awardee's response may, subject to the district's discretion, be sent or not, to the protester for a reply to be made within three business days of a request for a reply. The district may or may not require the protester to provide additional information and/or documentation as part of its reply;
4. A final decision on the protest will be sent to the protestor within ten business days of the protest being filed. The time for issuance of the decision may be extended in the sole discretion of the district;

5. If the vice president, administrative services or designee decides to reject or uphold the protest, this decision and its basis will be conveyed in writing/email to the protester, the intended awardee, and all other proposers and/or bidders that submitted a proposal or bid. In addition to the written/email notice, the decision may also be posted on the district's website;
6. If the vice president, administrative services or designee decides to reject the protest, the communication will also declare the district's intention to: (a) award to another bidder/proposer, or (b) re-open the bid/proposal process after curing any irregularities via an Addendum issued to all bidders/proposers; or (c) cancel the solicitation altogether, or (d) cancel the solicitation and re-solicit bids/proposals; and
7. Alternatively, the vice president, administrative services or designee can declare the district's intention to (a) re-open the bid/proposal process after curing any irregularities via an Addendum issued to all bidders/proposers; (b) cancel the solicitation altogether, or (c) cancel the solicitation and re-solicit bids/, without ruling on the protest.


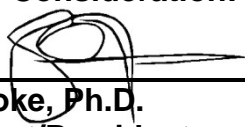
Appeal

1. If the vice president, administrative services' or designee's decision is to (a) cancel the solicitation altogether, or (b) cancel the solicitation and re-solicit proposals or bids, without ruling on the protest, there is no right to appeal.
2. If the vice president, administrative services or designee's decision is to reject the protest, the protestor has three (3) business days from such notice within which to file an appeal in writing to the vice president, administrative services setting forth all grounds for the appeal.
3. The vice president, administrative services will immediately forward any such appeal to the district's superintendent/president who shall determine the appeal. A hearing will be set within seven (7) business days at which time the protestor, intended awardee, and district representatives may present their positions to the district's superintendent/president.
4. The district's superintendent/president will send a recommendation to the board of trustees (the "board"). The board will then either accept or reject the district's superintendent/president's recommendation. The board's decision will constitute the district's final decision on the appeal.

Other Terms and Conditions

- (1) A protester's compliance with this protest procedure is mandatory, and is a condition precedent, to the filing of any writ with the superior court.
- (2) If any other public entity and/or authority provides funding to a specific procurement subject to this procedure, and mandates protest procedures different from those stated herein as a condition for providing such funding, then this procedure may be modified to include such requirements, subject to the sole discretion of the district.
- (3) A true and accurate summary of the rules and procedures for filing a protest as described herein will be included in full or by reference in all requests for bids or requests for proposals and if not, is hereby deemed incorporated therein by reference.

- (4) File records containing documentation on protests and appeals, including but not limited to correspondence and written decisions, will be maintained by the district's Program Management Office and all and/or a portion of such files may be discoverable in response to a California Public Records Act Request. By the foregoing statement, the district does not intend to waive, nor does it waive, any of its potential rights, remedies, defenses, privileges and/or protections, all of which are hereby expressly and fully reserved.

Subject: Board Policy 6525 – Responsibility for Personal Property	Attachment: Board Policy 6525 – Responsibility for Personal Property
Category: Board Policies – Second Reading	Type of Board Consideration: <div style="display: flex; justify-content: space-around;"> Information Consent Action  </div>
	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 6525 – Responsibility for Personal Property 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 6525 is provided for information only.

RECOMMENDATION

Adopt Board Policy 6525 – Responsibility for Personal Property.

The superintendent/president shall establish procedures that regulate the district's responsibility for privately owned personal property of employees and other individuals on campus.

It is the intent of the Board of Trustees to provide supplies, tools, equipment, and other property required for employees to carry out their duties. However, the district does occasionally self-insure property loaned to the district by employees or others, provided the loan has been approved according to administrative procedure. In the absence of specific approval, the district shall not be liable for any loss of or damage to (1) property not owned by, not operated by, or not in authorized custody of the district or (2) personal property owned, used, or worn by individuals, including employees, faculty, and students, whether or not such loss or damage occurred on district premises or in the course of employment, unless the district or its agents are negligent or a determination of extraordinary special circumstances is made. Personal property will not be received or stored by district personnel on district property

Negligence on the part of the district will be determined and established by the vice president, administrative services, or their designee, and include as consideration (1) that damage to personal property was caused by district defective conditions and/or (2) damage to personal property could not have occurred without the existence of such defective conditions. However, when the elements of negligence outlined above have been proved but the claimant failed to exercise proper care of his or her own personal property and such failure contributed to the cause of loss, a claim may be denied.

Extraordinary special circumstances will be determined and established by the vice president, administrative services, or their designee.

Vehicles and Contents

The district accepts no responsibility for damage to vehicles parked on district property or for their contents.

This procedure has been developed to provide district employees with guidelines regarding the use of personally owned property that is brought into the workplace and the potential for reimbursement should that property be damaged or stolen. In general, the district takes no responsibility for loss of, or damage to, personal property of employees.

Employees are encouraged to insure their own personal property or valuables that are brought to the work site. If personal property is lost or damaged because of loss or damage to a district building, the district's insurance may apply. Employees may be required to prove ownership of the item and give a reasonable explanation of the item's use on district premises. Theft is not covered, and no payment will be paid on property covered by a policy held by the employee.

District employees fully and completely accept all risk of loss, damage, vandalism, misplacement, or destruction. The risk-management program of the district does not provide for compensation for loss or damage involving personal property except under three situations:


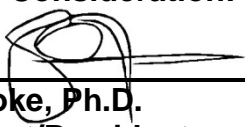
- Negligence on the part of the district is determined and established by the vice president, administrative services, or their designee. Included in the determination will be the consideration (1) that damage to personal property was caused by district-defective conditions and/or (2) damage to personal property could not have occurred without the existence of such defective conditions. However, when the elements of negligence outlined above have been proven but the claimant failed to exercise proper care of his or her own personal property and such failure contributed to the cause of loss, a claim may be denied.
- Extraordinary special circumstances are determined and established by the vice president, administrative services, or their designee. An extraordinary special circumstance could include the response to a natural disaster.
- Objects of art that have been listed on a properly processed and approved Form B-110-LRC, Exhibition/Loan Agreement.

The district may accept responsibility if the vice president, administrative services, is notified in writing of the desire of the employee or district-affiliated group to bring personal property onto the campus or other classroom location for a short, predetermined period of time and the vice president, administrative services provides written approval. No other employee, except the superintendent/president is authorized to accept responsibility for the repair or replacement of personal property.

Application Form B-133, "Employee Personal Property Use Agreement", is available in the office of the vice president, administrative services, to apply for district custody of private personal property. Items of personal property may include (1) books, instructional materials not consumed in use, slides, transparencies, and other audio-visual media, (2) apparatus for recording or playback of video or audio information, (3) computers (including software), (4) cameras, projectors, and other photographic equipment, and (5) personal memorabilia, tools, or instruments used in an employee's work assignment, i.e. musical instruments or works of art.

The district may reimburse employees for the actual costs to replace or repair personal health care items such as prescription eye glasses, contacts, and hearing aids lost or damaged while the employee was performing their assigned tasks or while they were participating in a district-sponsored activity.

Employees and district-affiliated groups will be notified by the district when maintenance operations or reassignment of spaces require that a building space be vacated. It is then the employee's responsibility to remove all items of personal property not belonging to the district or to box and clearly label personal items to be transported to a new location for storage. Employees and district-affiliated groups electing the latter option shall be deemed to have relieved the district of responsibility for loss or damage to the employee's property.

Subject: Board Policy 7330 – Communicable Disease	Attachment: Board Policy 7330 – Communicable Disease
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 7330 – Communicable Disease 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 7330 is provided for information only.

RECOMMENDATION

Adopt Board Policy 7330 – Communicable Disease.

All newly hired [academic](#) employees shall have on file a medical certificate indicating freedom from communicable diseases, including tuberculosis. No [academic](#) employee shall commence service until such medical certificate has been provided to the district.

All newly hired [academic or classified](#) employees must show that [within the past 60 days](#) they have [submitted to a tuberculosis risk assessment and, if risk factors are present,](#) been examined ~~[within the past six months](#)~~ to determine that they are free from active tuberculosis. [If risk factors were present at the tuberculosis risk assessment, and an examination occurs, after the examination the employee shall provide the district with a certificate from the employee's examining physician showing that the employee was examined and found to be free from active tuberculosis.](#)

All employees shall be required to undergo [an examination a tuberculosis risk assessment within four years of employment and every four years thereafter, every four years](#) to determine if they are free from tuberculosis. [If an employee has a documented positive skin test that has been followed by an X-ray, the foregoing tuberculosis risk assessments and examinations shall no longer be required and referral shall be made within thirty \(30\) days of completion of the examination to the local health officer to determine the need for follow up care.](#)

See Administrative Procedure 7330 and 7336.

A contract of employment may be offered to an applicant subject to the submission of the required medical certificate.


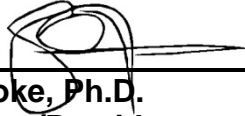
For successful applicants for academic positions:

- A. A medical certificate is required showing that the applicant is free from any communicable disease, including, but not limited to, active tuberculosis, making the applicant unfit to instruct or associate with students.
- B. The medical certificate shall be submitted by a physician as authorized by code.
- C. The medical examination is conducted not more than six months before the submission of the certificate and is at the expense of the applicant.
- D. The medical certificate becomes a part of the personnel record of the employee and is open to the employee or their designee.

Student Health Services professional staff shall maintain a liaison with the appropriate local public health authority when communicable disease issues involve the campus.

Student Health Services professionals will report communicable disease measures to appropriate District departments.

Also see Administrative Procedure 7336, Certification of Freedom from Tuberculosis.

Subject: Summer 2019 Credit Graduate List	Attachments: Credit Graduate List
Category: Information	Type of Board Consideration:  Information Consent Action
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The registrar certifies academic performance to ensure students are eligible to graduate.

STATUS

The list of the summer 2019 credit graduates has been forwarded to the superintendent/president for review and approval.

RECOMMENDATION

For information only.

MiraCosta College Summer 2019 Graduates

Associate in Arts

Eliel Jesus Aguilar	Alyna Mae Coates
Rudy Aguilar	Korina Noche Cobb
Brett Coalton Anderson	Patrick M.J. Colantonio
Celeste Angeles	Naomi Cabrera Concepcion
Shawna Lynne Aranda	Vanessa Lisette Correa
Jocelyn Arango	Juan Paulo Cruz Garcia
Miguel Angel Arango	Armen Robert Dabaghian
Kyle Jordan Arnold	Justin Douglas Deavitt
Annastacia Corina Arzola	Arthur William Deters
Aaron Javier Badillo	Anthony Victor DiChiara
Joseph Nathaniel Baer	Bionca Jordan Dick
Lilia Amairani Baeza	Gabrielle Chieko Dodaro
Ashlea Megan Bailey	Haolin Dong
Adriana Nicole Baker	Tristan C. Durst
Edward Corey Baker	Kristin Elder
Lawrence McCoy Baker	Derek M. Faseag
Armin Baktashian	Ruby Rain Feeney
Lourdes Bañuelos Castellon	Gabriel Elias Felixcaro
Ruben Jose Barba	Emily Grace Ferguson
Tali Barcas	Ashley Jeanette Fisher
Andrew Steven Barrington	Alexa Marie Floren
Rosa Isela Bautista	Bradley Dale Foote
Breanna Victoria Beckett	Kelly Anne Fouquier
Sydney Renee Benesch	Laura Jean Fox
Jenny Elizabeth Benitez	Giovana Fraenkel
Monica Cathleen Bennett	Nicholas Aaron Frear
Raymond Munar Booth	Riannon Edwina French
Sonia Stella Bouathong	Amanda Jay Fry
Karilyn Crystal Brayall	Florin Furdui
Mason Michelle Cabiness	Kimberley Garcia
Alysia Lynn Cabrera	Joan Garcia Martinez
Tiyanna Mae Calderon	Daniel Gerena
Mary Jones Fernandez Calixterio	Manju Giri
Sabrina Louise Camacho	Jacqueline Gomez
Adrianna Frances Cardenas	Maribel Gomez
Daniel Carrillo Mora	Jacob Wayne Gordon
Tiffany Melissa Castaño	Carly Dodson Grant
Mackenzie Bergien Chacon	Tia Alexis Grant
Brian Anthony Chavez	Zackary Ryan Hardecastle
Boramy Cheng	Daniel Michael Hargrove
Jovilyn Abejon Clayburn	John Thomas Harrison
Nicholas Dean Cleary	Rachel Kiana Hay
Jesse Aaron Clement	Vanessa Heredia

Tommy Michael Hirst
 Gerhard C. Hoermann
 Christopher Jordan Holmer
 Courtney Sherice Holmes
 Skyela Rain Horne
 John Emerson Hubbard
 Haley N. Hyman
 Miguel Ivan Ibanez Barreiro
 Nile Joseph Ingram
 Ileana Amanda Jacinto
 Ernest Alan Jackson
 Jordan Lynn Jacobs-Smith
 Oliwia Anne Janiszewska
 Jamie Ellen Jensen
 Jannelle Jae Jesme
 Melissa Madison-Mai Kenat
 Morganne Camille Kenney
 Alexa Rae Kent
 Erin Brooke Kern
 Brian Caleb King
 Terri M. Kinjo
 Ryan Patrick Kirk
 Kyle William Kluis
 Joshua Lee Knouase
 Tami M. Koch
 Corey Ellen Kuehn
 Clinton Alexander Lacy
 John Alden Lambert IV
 Jessica P. Lao
 Sefra Franchesca Lao
 Philip Michael Larkin
 Natalie Leon
 Jerie Lerno
 Catherine Q. Lewis
 Alisha Jade Little
 Jiali Liu
 Ching Shing Lo
 Elizabeth Cassandra Lohr
 Jason Dalton Lollick
 Melissa Campos Lopes
 Kelly Gabrielle Luong
 Vanessa Ann Marangos
 Lucila Marez
 Adelina Martinez

Caitlin Elizabeth McVey Martinez
 Eduardo Andres Martinez
 Ilda Martinez
 Benjamin Kerry McCrink
 Patrick Michael McGowen
 Jennifer A. McMullen
 Kendra Lynn Meeder
 Ryan William Meier
 Keanu F. Meyers
 Maiya Rachelle Michael
 Roxanna Michimani
 Esperanza Millan
 Andrea Elaine Miller
 Rakshya Mishra
 Amir Mojtabavi
 Lizbeth Berenice Montes Cruz
 Paige Marie Moore
 Melissa Deanna Mora
 Naomi Pricella Morales
 Brittany Rose Moreau
 Kaylee Elizabeth Morgenstern
 Erica Mozo
 George Lee Muniz
 Carolina Munoz
 Lisa Victoria Naudi
 Erika Anne Nelson
 Jubilee Keikikalani Ap'e Nguyen
 Alexander Caldwell Nolan
 Yvonne Garotte Novencido
 Amy Louise O'Hearn
 Gloria Mariela Ortega
 Pedro Roman Ortega
 Mikhail Miklovich Ottewell
 Jacob Allen Painter
 Sara Nyrie Parsons
 Victor Omar Perez
 Joshua Ryan Petri
 Cailey Hoffpauir Pineda
 Emily Soleil Dacula Pisco
 Francesca Celeste Prestigiacomo
 Keera A. Prideaux
 Ana Elsa Puente
 Stephanie Denise Ramirez
 Violeta Ramirez

Gina Marie Ramos
Jenalle Evon Rankins
Melissa Reed
Shea Elizabeth Renteria
Pedro Jose Reyes
Charlene Ann Richard
Michelle Rios
Joseph William Rippinger IV
Joseth Anthony Rivera
Jack Carter Roberts
Coral May Robertson
Martha Alicia Romero-Flanagan
Mina Rostami
Oscar Isaac Rubalcava
Christina Maria Ruiz
Harrison Edward Rushworth
Joseph Anthony Russano
Davina Ann Russell
Aryanna Brittany Saadat
Alexis Luchiano Salazar
Ramin Salehi
Johnathan Leonard Sampsell
Joshua Malit San Nicolas
Raul Sanchez Chavez
Daniel Sanchez Martinez
Erick Daniel Santiago
Karla Santos
Elyas Sarwary
Moeri Sasaki
Samantha Sasso
Daniell G. Sears
Natasha Rose Seats
Samuel Caleb Shia
Joshua Tatsuya Shor
Sydney Simon

Patrick Timothy Simpson
Bradley O. Sims
Carsten Rorey Singleton
Charity Singleton
Ian Jeffrey Smith
Michael Patrick Splitt
Spencer Alec Stein
Corban Z. Stewart
Jon Christian Stoehr
Phillip Thomas Sullivan
Rollin Orion Swan
Michelle Tan
Karla Ivonne Tatebe
Jolie J. Taylor
Nicholas Alan Tenhoff
Stephen Eugene Tenhoff
Carolyn M. Tovar
Taylor-Anne Marie Trokie
Gabriel Joseph Trujillo
Gina Marie Tucker
Alexandra Clara Varteressian
Anibal Uriel Vazquez
Susana Vazquez
Gricelda Velasco
Bei Wang
Christine Lee Ward
Nathan R Waters
Janice Sanders Watts
Joi Sienna Wharton
Sean M. White
Rebecca S Wilbanks
Kristina R. Wolfrom
Masae Yamazaki
Yue Zhang
Alex Jay Zunich

Associate in Science

Stephanie Joy Adams
Tiyanna Mae Calderon
Tristen Richard Callen
Daniel Carrillo Mora
Nicholas Dean Cleary
Griffin Michael Clingman
Henry Cruz Fierros
Jerome Garcia Cullins
Miley Priscilla De Anda
Amanda Jay Fry
Nanci Guadalupe Garcia Medina
Jose Gonzalez, Jr.
Trent Matthew Haaland
John Thomas Harrison
Rachel Kiana Hay

Rokas Jarosas
Alan Lau
Jiali Liu
Anthony Lopez
Gladis Maximina Luna
Christine May
Aaron Lawrence Moncrief
Ana Elsa Puente
Sean Patrick Ranken
Davina Ann Russell
Antonio Russo
Carolyn M. Tovar
George Thomas Velazquez
Cristian Yin

Certificate of Achievement

Merlyn Acevedo
Stephanie Joy Adams
Brett Coalton Anderson
Lemar Lincoln Anderson
Celeste Angeles
Shawna Lynne Aranda
Jocelyn Arango
Miguel Angel Arango
Kyle Jordan Arnold
Annastacia Corina Arzola
Ashley Mohiave Avalos
Aaron Javier Badillo
Lilia Amairani Baeza
Ashlea Megan Bailey
Adriana Nicole Baker
Lawrence McCoy Baker
Armin Baktashian
Lourdes Bañuelos Castrellon
Ruben Jose Barba
Tali Barcas
Andrew Steven Barrington
Rosa Isela Bautista
Breanna Victoria Beckett
Sydney Renee Benesch
Jenny Elizabeth Benitez
Monica Cathleen Bennett
Raymond Munar Booth
Sonia Stella Bouathong
Michael Gordon Bradbury
Valerie Caballero
Alysia Lynn Cabrera
Storm Eden Calderon
Tiyanna Mae Calderon
Courtney Leigh Callen
Tristen Richard Callen
Daniel Carrillo Mora
Tiffany Melissa Castaño
Mackenzie Bergien Chacon
Brian Anthony Chavez
Manuel Chavez
Boramy Cheng
Jovilyn Abejon Clayburn
Nicholas Dean Cleary

Jesse Aaron Clement
Griffin Michael Clingman
Patrick M.J. Colontonio
Naomi Cabrera Concepcion
Vanessa Lisette Correa
Henry Cruz Fierros
Jerome Garcia Cullins
Armen Robert Dabaghian
Justin Douglas Deavitt
Francisco Javier Delgado
Arthur William Deters
Sarah Emily Diaz
Anthony Victor DiChiara
Gabrielle Chieko Dodaro
Tristan C. Durst
Shawn Hayoung Eggendorfer
Ryoji Ejima
Jesus Farias, Jr.
Derek M. Faseag
Ruby Rain Feeney
Gabriel Elias Felixcaro
Emily Grace Ferguson
Bradley Dale Foote
Kelly Anne Fouquier
Laura Jean Fox
Giovana Fraenkel
Nicholas Aaron Frear
Amanda Jay Fry
Florin Furdui
Evette Ruby Galindo
Joan Garcia Martinez
Nanci Guadalupe Garcia Medina
Daniel Gerena
Jacqueline Gomez
Maribel Gomez
Joel B. Goodman
Carly Dodson Grant
Maria Carolina Gutierrez
Trent Matthew Haaland
John Thomas Harrison
Rachel Kiana Hay
Antwon Maurice Haynes
Vanessa Heredia

Tommy Michael Hirst
 Christopher Jordan Holmer
 Miguel Ivan Ibanez Barreiro
 Ernest Alan Jackson
 Oliwia Anne Janiszewska
 Rokas Jarosas
 Shameca Lorraine Jenkins
 Karina Fonseca Jimenez
 Melissa Madison-Mai Kenat
 Morganne Camille Kenney
 Alexa Rae Kent
 Brian Caleb King
 Ryan Patrick Kirk
 Kyle William Kluis
 Tami M. Koch
 Mallory Alyce June Kraus
 Clinton Alexander Lacy
 Mudie Lai
 John Alden Lambert IV
 Sefra Franchesca Lao
 Alan Lau
 Julie Le
 Natalie Leon
 Yesenia Rocio Leon Camacho
 Jerie Lerno
 Jamie Lynn LeSage
 Alisha Jade Little
 Jiali Liu
 Ching Shing Lo
 Jordan Loera
 Jason Dalton Lollick
 Melissa Campos Lopes
 Anthony Lopez
 Gladis Maximina Luna
 Kelly Gabrielle Luong
 Kaylee Elizabeth Madril
 Adelina Martinez
 Eduardo Andres Martinez
 Danielle Masticola
 William Arlington May
 Morgan Mazakas
 Benjamin Kerry McCrink
 Patrick Michael McGowen
 Alejandro Javier Medellin

Ryan William Meier
 Jose Leonardo Mendez-Herrera
 Gabriela Mendoza
 Susannah Marie Metzler
 Keanu F. Meyers
 Maiya Rachelle Michael
 Manuel Millan, Jr.
 Rakshya Mishra
 Cris N. Molina
 Aaron Lawrence Moncrief
 Paige Marie Moore
 Melissa Deanna Mora
 Naomi Pricella Morales
 Brittany Rose Moreau
 Vanessa Michelle Morgan
 Kaylee Elizabeth Morgenstern
 Shelly Mosesman
 George Lee Muniz
 Carolina Munoz
 Lisa Victoria Naudi
 Erika Anne Nelson
 Alexander Caldwell Nolan
 Victor Jose Nuno
 Maria G. Ocegüera
 Amy Louise O'Hearn
 Gloria Mariela Ortega
 Pedro Roman Ortega
 Mikhail Miklovich Ottewell
 Blake Stephen Parker
 Sara Nyrie Parsons
 Mercedes Irene Perez
 Victor Omar Perez
 Joshua Ryan Petri
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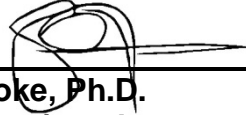
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Oscar Isaac Rubalcava
Lluvia Maiquel Ruiz
Harrison Edward Rushworth
Joseph Anthony Russano
Davina Ann Russell
Antonio Russo
Alexis Luchiano Salazar
Ramin Salehi
Johnathan Leonard Sampsell
Joshua Malit San Nicolas
Erick Daniel Santiago
Karla Santos
Elyas Sarwary
Samantha Sasso
Cooper Joseph Schulz
Nicholas Domonique Scribner
Daniell G. Sears
Brittany Nicole Shea
Samuel Caleb Shia
Joshua Tatsuya Shor
Carsten Rorey Singleton
Charity Singleton
Michael Patrick Splitt
William Christopher St. Amant

Spencer Alec Stein
Corban Z. Stewart
Jon Christian Stoehr
Rollin Orion Swan
Enjole Tarlon Tabrizi
Michelle Tan
Jolie J. Taylor
Nicholas Alan Tenhoff
Stephen Eugene Tenhoff
Elissa Tovar
Taylor-Anne Marie Trokie
Gabriel Joseph Trujillo
Gina Marie Tucker
Alexandra Clara Varteressian
Anibal Uriel Vazquez
Susana Vazquez
Gricelda Velasco
George Thomas Velazquez
Trisha L. Walesh
Bei Wang
Christine Lee Ward
Nicole Jennette Wheeler
Rebecca S Wilbanks
Suzanne Elizabeth Wolff
Cristian Yin
Yue Zhang
Mariah Terese Zizzo-Gomez
Alex Jay Zurich

Summer 2019 Awards by Degree and Major

	Total
Associate in Arts	271
Accounting	7
Architectural Design	1
Automotive Technology	3
Biological Sciences	1
Biotechnology Research and Development	5
Bookkeeping	1
Business Administration	1
Chemistry	1
Child Development Associate Teacher	4
Child Development Site Supervisor	1
Communication Studies for Transfer	11
Computer Aided Drafting	1
Computer Aided Drafting and Design	1
Computer Programming Fundamentals	2
Dance	1
Digital Photography	1
Entrepreneurship	2
Gerontology	1
Graphic Design	2
Human Development	2
Liberal Arts Emphasis in Applied Health, Nutrition, & Kinesiology	5
Liberal Arts Emphasis in Arts and Humanities	17
Liberal Arts Emphasis in Business and Technology	1
Liberal Arts Emphasis in Creative and Applied Arts	6
Liberal Arts Emphasis in Mathematics and Sciences	64
Liberal Arts Emphasis in Multicultural Studies	1
Liberal Arts Emphasis in Social and Behavioral Sciences	76
Licensed Vocational Nursing	3
Management	3
Medical Office Professional	3
Music	1
Music Technology	1
Network and Desktop Systems Administration	2
Office Manager	2
Physics	1
Psychology	2
Psychology for Transfer	15
Restaurant Management	1
Sociology for Transfer	2
Studio Arts for Transfer	11
Surgical Technology	1
Sustainable Landscape and Turf Management	1
Theater Arts for Transfer	1
Web Development and Design	2

Associate in Science	29
Administration of Justice for Transfer	8
Business Administration for Transfer	18
Early Childhood Education for Transfer	2
Information Technology	1
Certificate of Achievement	243
Accounting	6
Administrative Professional	1
Architectural Design	1
Automotive Technology	3
Bioengineering	1
Bioprocess Technology	4
Biotechnology Research and Development	5
Bookkeeping	2
Child Development Associate Teacher	9
Child Development Master Teacher	1
Child Development Site Supervisor	1
Child Development Teacher	2
Computer Aided Drafting	1
Computer Aided Drafting and Design	2
Computer Applications Professional for Business	1
Computer Programming Fundamentals	2
CSU General Education	91
Digital Photography	2
Entrepreneurship	3
Graphic Design	3
IGETC	67
Information Technology	1
Landscape Architecture	1
Landscape Management	1
Law Enforcement	1
Licensed Vocational Nursing	2
Live Performance Audio	1
Management	5
Massage Therapist (500 Hours)	4
Master Technician	1
Medical Office Professional	5
Music Technology	2
Network and Desktop Systems Administration	2
Office Manager	2
Personal Fitness Trainer	1
Sustainable Agriculture	3
Sustainable Landscape and Turf Management	1
Web Development and Design	1
Yoga Instructor (300 Hours)	1
Grand Total	543

Subject: Office of the President Monthly Board Report	Attachment: None
Category: Information	Type of Board Consideration: <div style="display: flex; justify-content: space-around;"> Information Consent Action </div>
	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

Office of Institutional Advancement

The Foundation and Development team began this fiscal year setting goals and laying the groundwork for the coming year. December 31 marks the mid-point, and our records indicate that we are on track with 2,293 gifts received totaling \$1,039,993 booked to date, and a pledge totaling \$500,000. Highlights include:

- **Foundation Board:** The Foundation Board interviewed eight prospective board members and plans to seat six during their next meeting. The induction of the new members will bring the total to 25, which accomplishes the first of their three FY 2019/20 goals. At the same meeting, the board plans to approve their new handbook and manual and administrative cost recovery policy.
- **Endowment:** Total portfolio performance has been strong for the past six months with a market value over \$12 million.
- **Comprehensive Campaign:** The Foundation Board and Development staff have been working diligently to secure initial gifts and hone case and training materials necessary for a successful kick-off of the public phase in October 2020. The goal of the campaign is to remove all financial barriers that may jeopardize a student's success.
- **Save the date:** Annual Scholarship Awards Celebration, August 14, 2020, 4:00-5:30 p.m., MiraCosta College, Oceanside Campus, Central Lawn and Clock Tower

Public Information Office

Marketing

To start the new academic year, PIO launched a new marketing campaign entitled: MiraCosta — College Smarter. Life Happier. Supported by research, the campaign is a vibrant and bright setting showcasing our positive students.

As part of the campaign's launch, tactics included credit postcards mailed to all residential addresses in the district, movie theater trailer ads at the Regal locations in Carlsbad and Oceanside, the college website, and the cover of the credit schedule. Email, online, and social marketing have been implemented to attract prospective students and remind current students to enroll. Enrollment marketing is currently underway using this new annual marketing campaign.

PIO provided branded promotional items for 92 outreach events and processed over 470 requests for printed information. We are proud to support our colleagues in the promotion of the great work occurring on and off campus.

Videos

As part of the funding awarded to PIO from Strong Workforce, we have continued to build out discipline specific videos for Career Education. Recently added videos include accounting and business and final edits are being made to child development and medical assistant. Review all videos for CE disciplines.

Other video production projects include: Veterans Center, Academic Career Pathways, Report to the Region, and Manufacturing Day.

Government Relations and Advocacy

In coordination with SDICCCA and the Community College League of California, MiraCosta College is monitoring the release of the state and federal budget, as well as the introduction of legislation. In addition to scheduled advocacy trips to Sacramento and Washington DC, PIO will continue to foster strong relationships with elected leaders and community partners like Chambers of Commerce and CSU San Marcos.

Conference Presentations

As part of the public awareness, PIO has had the opportunity to make the following presentations at various conferences:

Conference for Community Advancement

"From Nothing to Something: Building an Alumni Association from the Ground Up in Less than Six Months"

California Community College Association for Occupational Education

"Hand down, the Best Hand-on Campaign Around. A look at the launch of a Career Education Campaign"

Community College League of California National Conference

"Getting your College Ready for 2020 Census"

Community College League of California National Conference

"Tapping Into the Hidden Talents: Are you Fully Utilizing Your Marketing/Communication Capabilities"

MiraCosta College Experience *Thoughts?* Assessment

To examine the cultural climate of our district, on October 15, the MiraCosta Thoughts? survey was distributed to all students, faculty, and staff for one month. Designed around what the

district already knows from focus group data about the student/staff experience at MiraCosta, the survey explored where additional work needs to occur on our campuses to improve, develop, and grow as a community. The outcome of the survey results will be shared out in spring 2020.

Media and Press

From the months of July to December 2019 to June 2019, MiraCosta had over 960 media mentions and 45 press releases. All found on the [**MiraCosta College news page**](#), stories include Capital Improvement Projects, student and faculty highlights, as well as events.

[Review the Top Ten Stories of 2019](#)

Ongoing Efforts

During the past quarter, please find the following notable publications:

- [Spring 2020 Credit Schedule](#)
- [2020 Spring NonCredit](#)
- [2019-2020 Course Catalogue](#)
- [2019 Annual Report](#)
- [Spring 2020 Arts & Events](#)
- [2020 SDICCCA Advocacy Brochure](#)

PIO continues to design and produce the credit schedule with the inclusion of Academic and Career Pathways as the work involved with redesigning the student experience progresses. Furthermore, PIO continues to design and print the noncredit schedules, as well as the Arts and Events brochure.

In addition to the print publication, PIO is involved in all college signage, which has particularly increased with the implementation of the Capital Improvement Program.

Office of Research, Planning, and Institutional Effectiveness (RPIE)

The Office of Research, Planning and Institutional Effectiveness is kicking off the new year with a number of projects. Support of the new Campus Labs platform for reporting program review, goals, action plans, and resource requests continues with a new round of training sessions through February and March. The office is working to facilitate college-wide conversations around a number of documents that will be due this spring and summer, including the Guided Pathways Scale of Adoption Assessment, the ACCJC Midterm Report, and the college's next long-term comprehensive plan. On the research front, the office is supporting Strong Workforce efforts with new data dashboards for faculty use and for Perkins comprehensive assessment. In noncredit, RPIE is working on MIS data reporting requirements for the California Adult Education Program, supporting the 3-year Adult Education Program Improvement Plans, and prepping the spring 2020 Annual Noncredit Student Satisfaction Survey.