



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

**REGULAR MEETING
4 P.M. – THURSDAY – OCTOBER 20, 2022
STUDENT CENTER – SAN ELIJO CAMPUS
3333 MANCHESTER – CARDIFF, CA**

AGENDA

I. CALL TO ORDER

II. FLAG SALUTE / ROLL CALL

III. APPROVE MEETING MINUTES

- A. Special Meeting of August 26, 2022
- B. Special Meeting/Closed Session of September 8, 2022
- C. Board Workshop of September 8, 2022
- D. Regular Meeting of September 15, 2022

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

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

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

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

V. CHANGES IN AGENDA ORDER

VI. PRESENTATIONS

- A. All African Diaspora Education Summit

- B. Student Equity Plan Presentation
- C. Accreditation Update on Standards

VII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
- B. Ratify MiraCosta Community College District Academic Administrators Working Conditions Manual
- C. Ratify Memorandum of Understanding 22-04 with the Faculty Assembly
- D. Approve Employment Contracts for Professional Experts
- E. Approve Health-and-Welfare Benefits Program for the 2023 Benefit Year
- F. Approve Reorganization of the Facilities Department
- G. Approve Contract for Employment for Interim Chief Inclusion, Diversity, Equity, and Accessibility Officer
- H. Approve Classification of New Position, Job Description, and Salary for Grant Activity Director
- I. Approve Release Time for Classified Staff Recognition
- J. Approve Study Abroad Association Services Agreement and Costa Rica Summer 2023 Program
- K. Ratify Approval of Guaranteed Maximum Price (GMP) and Execution of Change Order to the Design Build Contract for Oceanside New Arts Media Building Project Memorializing Same
- L. Ratify Approval of Guaranteed Maximum Price (GMP) and Execution of Change Order to the Design Build Contract for Oceanside Chemistry and Biotechnology Building Project Memorializing Same
- M. Notice of Completion - Bid #MM-20-020 SAN B400 Science Labs Renovation Project
- N. Notice of Completion - Bid #MM-20-020 SAN B900 Student Center Renovation Project
- O. Award of Contract for Bid #C03-23 Building OC 2100 Fine Arts Mechanical Improvements
- P. Authorize Extensions to Terms of Architectural and Engineering Services, Geotechnical Engineering Services, and Civil Engineering and Related Services Master Services Agreements; Approve Resolution No. 04-22/23
- Q. Approve Parchment LLC Services Agreement
- R. Approve George Brown College Partnership Agreement for Distance Education Certificate Programs
- S. Approve Purchase for Network Switch Replacement Upgrade Project
- T. Approve Kitchell Agreement for Non-Bond related Program and Construction Management Services
- U. Adopt Resolution No. 5-22/23: Intent to Adopt Grant of Easement to SDG&E for Installation of Electric Vehicle Charging Facilities on Oceanside Campus
- V. Ratify and Approve Contracts and Purchase Orders

VIII. ACTION ITEMS

- A. Appoint MiraCosta Community College District Independent Citizens' Bond Oversight Committee Senior Citizens' Organization, At-Large Community Member and Student Representatives

IX. PERIODIC REVIEW – BOARD POLICIES (Action Required)

- A. Board Policy 2110 – Vacancies on the Board
- B. Board Policy 2715 – Code of Ethics – Standards of Practice
- C. Board Policy 3710 – Securing of Copyright

X. SECOND READING – BOARD POLICIES (Action Required)

- A. Board Policy 6300 – Fiscal Management

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

- A. Board Policy 3400 – Inclusion, Diversity, Equity, Accessibility
- B. Board Policy 3420 – Equal Employment Opportunity
- C. Board Policy 3505 – Emergency Response Plan
- D. Board Policy 7100 – Commitment to Diversity in Hiring

XII. INFORMATION

- A. Irrevocable Trust Investment Board Report and Actuarial
- B. 2022-2025 Student Equity Plan-First Read

XIII. COLLEGE-RELATED REPORTS

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

XIV. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

XV. ADJOURNMENT

UPCOMING MEETINGS

4 p.m. – November 3, 2022
Board Workshop

4 p.m. – November 17, 2022
Regular Meeting

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



**MIRACOSTA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

**Avenue of the Arts Hotel - 3350 Avenue of the Arts - Costa Mesa, CA
And Zoom Conference**

MINUTES OF SPECIAL MEETING

**AUGUST 26, 2022
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in a special meeting during a breakout session of the Vision for Success Board Fellowship on Friday, August 26, 2022, both in person and via Zoom conference. President Anna Pedroza called the meeting to order at 9:45 a.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar

Frank Merchat

Ray Clendening

Anna Pedroza

Bill Fischer (virtual)

Jacqueline Simon

George McNeil (virtual)

Administrator present:

Superintendent/President Sunny Cooke

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

None.

IV. VISION FOR SUCCESS BOARD FELLOWSHIP BREAKOUT SESSION

The board of trustees attended a breakout session, where they brainstormed ways in which to more effectively support Guided Pathways reform.

V. ADJOURNMENT

The special meeting adjourned at 12:45 p.m.

MINUTES APPROVAL:

Anna Pedroza
Board Vice President

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



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

MINUTES OF SPECIAL MEETING/CLOSED SESSION

**September 8, 2022
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, September 8, 2022, both in-person and via Zoom conference. President Anna Pedroza called the meeting to order at 1:01 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

| | |
|-----------------|---------------|
| Rick Cassar | George McNeil |
| Raye Clendening | Frank Merchat |
| William Fischer | Anna Pedroza |

Board members absent:

Jacqueline Simon

Administrators present:

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

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

None.

IV. DECLARE NEED FOR CLOSED SESSION

At 1:01 p.m., the board announced the need to enter closed session to discuss the following topics:

A. Conference with Labor Negotiators

(Pursuant to Government Code Section 54957.6)

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

B. Conference with Legal Counsel

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

Anticipated Litigation, Number of Potential Cases: 1

- JPA 20-05413

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

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

At 2:02 p.m., the board returned to open session to report the following:

A. Conference with Labor Negotiators

(Pursuant to Government Code Section 54957.6)

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

Employee organizations: All

No action taken.

B. Conference with Legal Counsel

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

Anticipated Litigation, Number of Potential Cases: 1

- JPA 20-05413

No action taken.

C. Employee Discipline/Dismissal/Release, Number of Potential Cases: 3

(Pursuant to Government Code section 54957)

No action taken.

VI. ADJOURNMENT

The meeting adjourned at 2:02 p.m.

MINUTES APPROVAL:

Anna Pedroza
President

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



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

WORKSHOP MINUTES One Barnard Drive, Oceanside, CA

MINUTES OF REGULAR MEETING / WORKSHOP

September 8, 2022
(DRAFT)

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in a special meeting/workshop on Thursday, September 8, 2022, in person and via Zoom conference. President Anna Pedroza called the meeting to order at 2:13 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

| | |
|-----------------|-----------------------------------------|
| Rick Cassar | Frank Merchat |
| Raye Clendening | Anna Pedroza |
| William Fischer | Jacqueline Simon (arrived at 2:45 p.m.) |
| George McNeil | |

Administrators present:

Superintendent/President Sunny Cooke
Assistant Superintendent/Vice President Tim Flood
Assistant Superintendent/Vice President Charlie Ng
Assistant Superintendent/Vice President Denée Pescarmona
Assistant Superintendent/Vice President Alketa Wojcik

III. TELECONFERENCING OF MEETINGS (Action Required)

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

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

Vote: 6/0/0

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

Abstentions: None

Absent: Simon

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

None.

V. CHANGES IN AGENDA ORDER

None.

VI. WORKSHOP

A. Fiscal Year 2023 Final Budget Workshop

Assistant Superintendent/Vice President of Administrative Services Tim Flood reviewed the district's budget priorities for fiscal year 2021/22 and reviewed projections for fiscal year 2022/23. Funding allocations supported the district's highest-priority goals and objectives (enrollment, programs, and services), consistent with the Long-Term Planning Framework, the Facilities Master Plan, institutional Program Review activities, as well as the district's mission, vision, and values.

Flood shared that \$17.3 million in student emergency grants and rental assistance grants has been provided to 7,521 students since the start of the pandemic.

An overview of the facilities and infrastructure projects at the college was provided, including 11 projects completed, 28 projects under design or construction, and some that have yet to be completed. Over \$3.5M in construction savings strategies and value engineering efforts were implemented. Flood shared how the implementation of Planet Bids software has brought a larger segment of contractors to our college procurement processes, which has also benefited the district.

Flood provided a synopsis of the 2021/22 revenues and expenditures and noted the district is in a very firm financial position, with a fund balance of 26 percent at the end of 2021/22, well above the required 15 percent fund minimum. This is important, because the amount we have in our reserves impacts our ability to get AAA ratings on our Measure MM bonds. Property taxes came in at about five percent, for \$1.2 million above the adopted budget projected amount. It was noted that when possible, CARES funds were used to offset areas of lost revenue due to Covid and lower enrollments.

An overview was provided of the 2022/23 state budget (Proposition 98 funding), which has increased by \$16.6 billion since last year. Property tax remained fairly flat, with the growth resulting from increases in personal income tax, corporate income tax, and use taxes, highlighting the volatility of the State's revenues. In fact, one percent of California residents pay approximately 50 percent of the personal income taxes collected. Community Colleges usually receive approximately 10.93 percent of Prop 98 funding. Additionally, the district participates in the allocation of categorical funding and one-time funds. Flood provided highlights of the state 2022/23 budget act and how they impact MiraCosta. A number of the allocation directives, he noted though, have not yet been determined by the state.

Flood reviewed MiraCosta's budget landscape, final budget assumptions, and General Fund unrestricted expenditures for 2022/23. Additionally, an overview of the five-year budget plan (2022/23 to 2026/27) was provided. Flood noted the board's budget priorities were revised to align with the updated district's goals. A large increase in STRS and PERS rates was also noted, and the college is working through the retirement and healthcare cost increases. The district will continue to take a conservative approach with budgeting, which continues to provide a bright future.

Flood acknowledged the entire college, and specifically Katie White, Melanie Haynie, and the Fiscal Services team, for their efforts made with the budget process. The board thanked Flood for presenting the budget in a meaningful, comprehensive way.

Board members addressed questions with the superintendent/president and provided input. The board will be asked to adopt the final budget on September 15, 2022.

B. Communication Workshop

Through a facilitated workshop and discussion, board members reviewed information processing, communication styles, and behavioral styles in support of board effectiveness.

VII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

VIII. ADJOURNMENT

The board workshop adjourned at 6 p.m.

MINUTES APPROVAL:

Anna Pedroza
President

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



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

MINUTES OF REGULAR MEETING

**SEPTEMBER 15, 2022
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, September 15, 2022, both in-person and via Zoom conference. President Anna Pedroza called the meeting to order at 4:02 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

| | |
|-----------------|--------------------------------------|
| Rick Cassar | Frank Merchat |
| Raye Clendening | Anna Pedroza |
| William Fischer | Jacqueline Simon |
| George McNeil | Inayah Abdulmateen (Student Trustee) |

Administrators present:

Assistant Superintendent/Vice President Tim Flood
Assistant Superintendent/Vice President Charlie Ng
Assistant Superintendent/Vice President Denée Pescarmona
Assistant Superintendent/Vice President Alketa Wojcik

III. OATH OF OFFICE

**A. 2022/23 Student Trustee – Inayah Abdulmateen
2022/23 Associated Student Government President – Monserrate Ayala**

Assistant Superintendent/Vice President Wojcik administered the oath of office to Inayah Abdulmateen, the 2022/23 student trustee, and Monserrate Ayala, the 2022/23 Associated Student Government president.

IV. TELECONFERENCING OF MEETINGS (Action Required)

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

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

Vote: 7/0/0

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

Abstentions: None

Absent: None

V. APPROVE MEETING MINUTES

A. Special Meeting/Closed Session of August 18, 2022

By motion of Trustee McNeil, seconded by Trustee Fischer, the board approved the special meeting/closed session minutes of August 18, 2022.

Vote: 5/0/2

Aye: Cassar, Fischer, McNeil, Merchat, Pedroza

Abstentions: Clendening, Simon

Absent: None

B. Regular Meeting of August 18, 2022

By motion of Trustee McNeil, seconded by Trustee Merchat, the board approved the board workshop minutes of August 18, 2022.

Vote: 6/0/1

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

Abstentions: Clendening

Absent: None

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

None.

VII. CHANGES IN AGENDA ORDER

None.

VIII. PRESENTATIONS

A. Associated Student Government Leadership Introductions

Student Life and Leadership Program Manager Terrence Shaw and Interim Student Life and Leadership Program Manager Jared Rodrigues introduced the 2022/23 Associated Student Government leaders.

B. Distance Education Update

Faculty Director of Online Education Dr. Jim Julius provided a report on distance education. Not surprisingly, participation in credit distance education courses and non-credit courses at MiraCosta dramatically increased due to the pandemic, and the high demand for online courses has continued. Of note, however, is how traditionally disproportionately impacted student groups have not been as successful in the online courses as other student groups. College leadership is watching this closely and strategizing ways to reduce that gap.

Equity mindedness is a top priority, and a number of things have been done to enhance the effectiveness of online learning. As an example, peer mentors for faculty provided over 500 hours of leadership since fall 2020. Using online resources and zero-cost textbooks has helped increase equity for students with more than 400 zero textbook cost classes this fall. They are listed as such in the class schedule to make it easy for students to locate. The college is also exploring ways to open up zero textbook pathways to degrees. In addition to loaning laptops and hotspots to students, the online Student Support Hub (located within Canvas), which was pioneered by MiraCosta before the pandemic, and all of the services of the Library now being available online, have been invaluable to students.

Just over one year ago, the state allocated \$115M to the California community college system, and opportunities to apply for some of those dollars are starting this fall. That funding could help us to build out resources, to redesign courses, to take advantage of materials, or to create new materials that support students with zero textbook cost options. Research will begin to determine if zero textbook courses have impacted student success, as well as retention.

MiraCosta is ahead of the curve, with many of our documents available online. Miracosta Online Educators (MOE), a faculty committee, is continuing the effort of updating our documents to include anti-racist and equitable practices to try to help close the gaps.

A number of HyFlex courses were piloted over the last year, and work continues to refine our practices around scheduling classes and evaluating the benefit to students and their educational success. This will assist with our intentional planning in the coming year.

The Student Online Academic Readiness workshop had record attendance with over 1,400 students participating last year. Faculty have found that students who attend the workshop benefit their performance in their online courses. New technologies have been institutionalized this last year. Pronto is a user friendly mobile app that integrates with Canvas for easy communication with course instructors and fellow students. Ally is a tool that enhances accessibility within Canvas by converting course materials to multiple formats so students are able to download materials in a translated version, including audio. Work will continue to improve on processes and tools that will help students in reaching their academic goals.

IX. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions**
- B. Approval of Professional Expert Contract**
- C. Ratify Execution of Personal Services Contract**
- D. Ratify Memorandum of Understanding 22-02 with the Faculty Assembly**
- E. Ratify Memorandum of Understanding 22-03 with Faculty Assembly**
- F. Approve Classification of New Position and Approve Job Description for Administrative Assistant – Foundation and Development**
- G. Approve Classification of New Position and Job Description for Outreach Assistant**
- H. Approval of Employee Travel**
- I. Approval of Employee Travel**
- J. Approval of Employee Travel**
- K. Notice of Completion - Bid # MM-21-005 SAN Underground Utility Project**
- L. Approval of Amazon Web Services Enterprise Agreement**
- M. Approve Purchase of AV/IT Equipment for OCN New Chemistry and Biotechnology Building Project**
- N. Award Contract for Bid #C01-23 Horticulture Greenhouse Installation**
- O. Approve Assessment Technologies Institute LLC Additional Services**
- P. Adopt Resolution No. 3-22/23, Establish the District Appropriations (Gann) Limit for Fiscal Year 2022/23**
- Q. Ratify and Approve Contracts and Purchase Orders**

By motion of Trustee Cassar, seconded by Trustee Simon, consent items A-Q were approved.

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

X. ACTION

A. Public Hearing 4 p.m. FY2022/23 Final Budget

The public hearing began at 4:48 p.m. There were no public comments.

B. Adopt Fiscal Year 2022/23 Final Budget

By motion of Trustee McNeil, seconded by Trustee Fischer, the board adopted the 2022/23 final budget.

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

C. Authorize Vice President, Administrative Services to Approve Guaranteed Maximum Price (GMP) and Execute Change Order to the Design Build Contract for Oceanside Library Building Renovation Project Memorializing Same

By motion of Trustee McNeil, seconded by Trustee Fischer, the board authorized the Vice President, Administrative Services to approve the Guaranteed Maximum Price (GMP) and execute the change order as stated.

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

D. Approve Emeritus Status for Full-Time Faculty Member

By motion of Trustee McNeil, seconded by Trustee Merchat, the board approved emeritus status for Leslie Nemour.

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

XI. SECOND READING – BOARD POLICIES (Action Required)

A. Board Policy 3410 – Nondiscrimination

By motion of Trustee McNeil, seconded by Trustee Cassar, Board Policy 3410 was adopted.

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

XII. FIRST READING – BOARD POLICIES

A. Board Policy 6300 – Fiscal Management

Proposed edits to Board Policy 6300 – Fiscal Management were reviewed and discussed, and the policy will be placed on a future agenda for adoption.

XIII. INFORMATION

A. Municipal Storm Water Management Plan Annual Implementation Update

The Municipal Storm Water Management Plan Annual Implementation Update was provided for information.

XIV. COLLEGE-RELATED REPORTS

A. Trustees Activities

The majority of trustees attended the Vision for Success Trustee Fellowship in Costa Mesa on August 26. Trustees Cassar, Fischer, McNeil, and Merchat attended All College Day, and Trustees Cassar and Clendening attended the Welcome Fest at the San Elijo Campus. Trustee Cassar also attended the Encinitas State of the City address. Trustee Merchat attended the Carlsbad's State of the City address, and he and S/P Cooke talked about our Futures work with Metropolitan Community College in Kansas. Trustee McNeil attended a Zoom meeting with Kay McClenney to discuss educational trends across the country. Trustee Clendening attended an Omega Psi Phi scholarship event, the North County Gentlemen's Gourmet, hosted by the North County African-American Women's Association, to raise funds for scholarships. She was especially thrilled to welcome the new student trustee, who she had the pleasure of working with in the past with an Oceanside College Bound program. She also had the pleasure of working with the new ASG president with the North County African-American Women's Association's mentoring program. Trustee Pedroza attended and chaired a SDICCCA meeting with Sunny Cooke and Kristen Huyck, and a MAEGA scholarship event.

B. Students

Student Trustee introduced herself and shared her educational and career goals.

C. Classified Employees

Classified Senate (CS) President Carl Banks reported classified senate attended a baseball game at Petco Park, and announced a private screening at the Regal movie theatre to view the new Top Gun Maverick movie. The holiday luncheon is scheduled for December 9. The classified leadership program, which helps prepare classified staff for future roles, is in its fourth year, with 13 graduates to date. A governance workshop for classified will be held in October.

D. Faculty

Academic Senate (AS) President Leila Safaralian reported several faculty joined the self-paced Futures classes on September 12. The Fifth Friday in September will be reserved for faculty to work on student learning outcomes assessments.

E. Vice Presidents

1. Instructional Services

Assistant Superintendent/Vice President Pescarmona welcomed the new student trustee. She reported that more than 1,000 students have been coming into the Library each day this semester, and she acknowledged the fine work and leadership of Jim Julius whose leadership over the past couple of years has helped to ensure the success of our online learning.

2. Student Services

Assistant Superintendent/Vice President Wojcik also welcomed the new Student Trustee, who has also served as a student ambassador, PTK officer, and more.

The Chicana Heritage Month kickoff started today, and a series of events are planned through November. Farmers Markets continue; the last one served more than 200 students.

3. Administrative Services

Assistant Superintendent/Vice President Flood thanked the board for their due diligence, which has allowed us to be in a strong fiscal position and thanked them for adopting the budget.

Construction on the new Allied Health and the Chem/Bio Buildings have begun. Facilities will work to mitigate foot traffic in those areas. Soon after that, work will begin on stabilizing the bank where the Arts and Media Building will be constructed.

For the first time, we will be able to fund photovoltaics with scheduled maintenance funds. We'll begin studying energy usage and cost savings that can inform our future projects.

Finalizing our Series C bond sales. Projections show we are \$100M below what was originally projected for the cost of the bonds, which is remarkable.

4. Human Resources

Assistant Superintendent/Vice President Ng reported WorkDay has just had a major upgrade, and he thanked the staff involved for making this happen.

F. Superintendent/President

Assistant Superintendent/Vice President Charlie Ng sat in for Superintendent/President Cooke, who is traveling to Ghana with four students and MiraCosta's Don Love and Wendy Stewart for a conference and cultural exchange. Ng announced that on October 5, Dr. Gina Garcia will talk about the book she authored, *Becoming Hispanic-Serving Institutions* and will share her findings and recommendations, including the need to focus on racially just and equitable campus activities. MiraCostans can attend the session either virtually or in person.

XV. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

Futures signals were shared. Trustee Merchat noted technology is growing in intensity and the global impact of it on our organization is substantial. Trustee Cassar noted virtual reality opportunities deserve attention, i.e. job interviews, manipulative tasks, etc. where the virtual reality platform is being used.

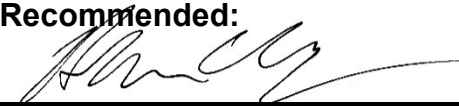

XVI. ADJOURNMENT

The meeting adjourned at 5:26 p.m.

MINUTES APPROVAL:

Anna Pedroza
President

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

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: All African Diaspora Education Summit | Attachment: None |
| Category: Presentations | Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ Information Consent Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ Goal 1 Goal 2 ✓ Goal 3 Goal 4 </div> |
| Recommended:  Alketa Wojcik, Ed.D. Vice President, Student Services | Approved for Consideration:  Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND



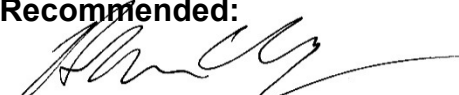
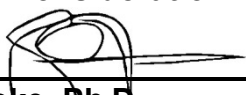
The inaugural All African Diaspora Education Summit sponsored by the African American Male Education Network (A²MEND) took place at the University of Cape Coast (UCC) located in Cape Coast, Ghana from September 18-24. MiraCosta College sent a team of three staff and faculty and four students to the conference.

STATUS

Superintendent/President Dr. Sunny Cooke, Dean of Counseling and Student Development Dr. Wendy Stewart, and Counseling Department Chair Don Love, along with four students, Shann Davis, Isaac Dixon, Ebony Hunt, and Hayat Sherif, traveled to the conference to represent the college. The team connected with other institutions across the diaspora including students and staff at UCC, learned about African-centered education and strategies towards Black student success, and engaged in several impactful cultural experiences that inform the history and experience of Black or African Americans.

RECOMMENDATION

For information only.

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: 2022-2025 Student Equity Plan | Attachment: PowerPoint Presentation |
| Category: Presentations | Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="text-align: center;">  Goal 1 Goal 2 Goal 3 Goal 4 </div> |
| Recommended:  <hr/> Alketa Wojcik, Ed.D. Vice President, Student Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

As a condition of the receipt of Student Equity and Achievement funds, campuses are required to maintain a student equity plan to ensure equal educational opportunities and to promote student success for all students, regardless of race, gender, age, disability, or economic circumstances (Education Code §§ 78220). The Student Equity Plan is a plan submitted to the Chancellor’s Office that identifies targeted populations based on an analysis of disproportionate impact for the following subgroups: ethnicity, gender, age, students with disabilities, low-income, veterans, foster youth, homeless, and Lesbian, Gay, Bisexual, and Transgender students. The plan assesses outcomes for five key metrics: enrolled at the same community college, retained from fall to spring, completed both transfer-level math and English within the first year, transferred to a four-year institution, and attained the Vision Goal Completion definition. The Chancellor’s Office has required colleges to submit an updated 2022-2025 plan inclusive of activities to address identified equity gaps.

STATUS

The Student Equity plan is due to the Chancellor’s Office on November 30, 2022. The plan requires approval by the board of trustees prior to submittal.

RECOMMENDATION

For information only.

Student Equity Plan 2022 -2025

Board of Trustees Meeting
October 20, 2022

Kristina Lundy - Program Manager, Student Success & Equity
Wendy Stewart - Dean of Counseling & Student Development

Student Equity Plan 2022-2025

The Student Equity Plan answers the following questions:

- *Who is disproportionately impacted?*
- *Why?*
- *What are we going to do to close gaps?*

Mesa College 2019-2022 Student Equity Plan Tentative Summary

For the purposes of this document, the following definitions apply: **Disproportionately Impacted** refers to students who are disproportionately impacted by the plan's goals and objectives. **Disproportionately Impacted** refers to students who are disproportionately impacted by the plan's goals and objectives. **Disproportionately Impacted** refers to students who are disproportionately impacted by the plan's goals and objectives.

| Category | Sub-Category | 2019-2022 Average | 2022-2025 Target | 2022-2025 Goal |
|---------------------|-----------------------|-------------------|------------------|----------------|
| Student Success | Retention Rate | 75% | 80% | 80% |
| | Transfer Rate | 15% | 20% | 20% |
| Student Development | Student Health Center | 100 | 100 | 100 |
| | Student Health Center | 100 | 100 | 100 |
| Student Support | Student Support | 100 | 100 | 100 |
| | Student Support | 100 | 100 | 100 |
| Student Success | Student Success | 100 | 100 | 100 |
| | Student Success | 100 | 100 | 100 |
| Student Development | Student Development | 100 | 100 | 100 |
| | Student Development | 100 | 100 | 100 |
| Student Support | Student Support | 100 | 100 | 100 |
| | Student Support | 100 | 100 | 100 |

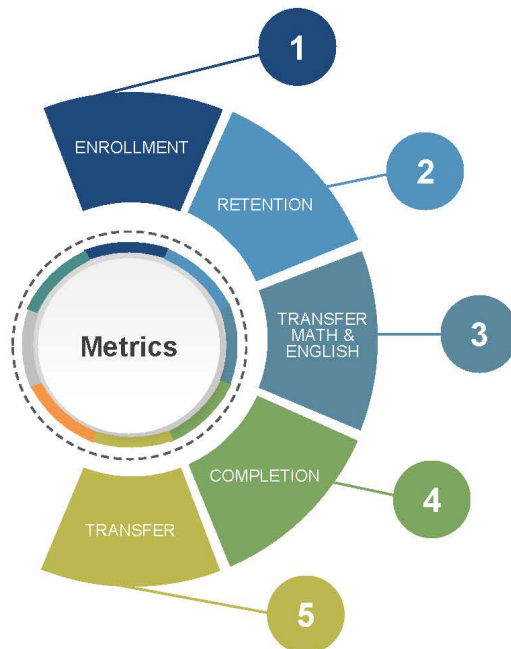
Student Equity Plan 2022-2025

DISPROPORTIONATE IMPACT:

- . . . a condition where access to key resources and supports or academic success may be hampered by inequitable practices, policies, and approaches to student support or instructional practices affecting a specific group . . .
- the percentage of persons from a particular racial, ethnic, gender, age, or disability group . . . is significantly different from the representation of that group in the population of persons being assessed



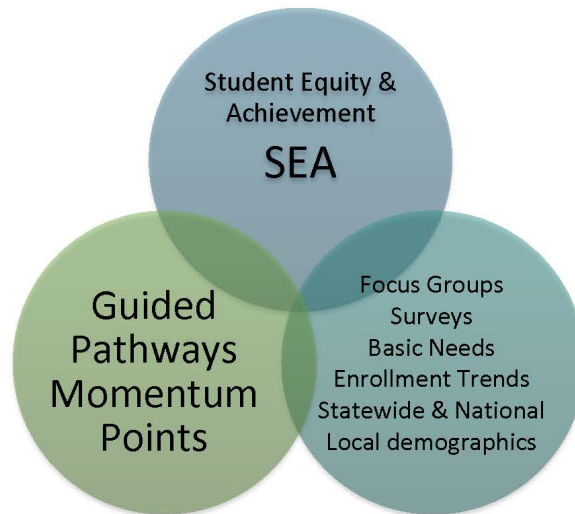
Student Equity Plan 2022-2025



- Foster Youth
- Students with disabilities
- Low-income students
- Veterans
- Race/Ethnicity
- Homeless students
- LGBTQ+
- Gender
- First Generation

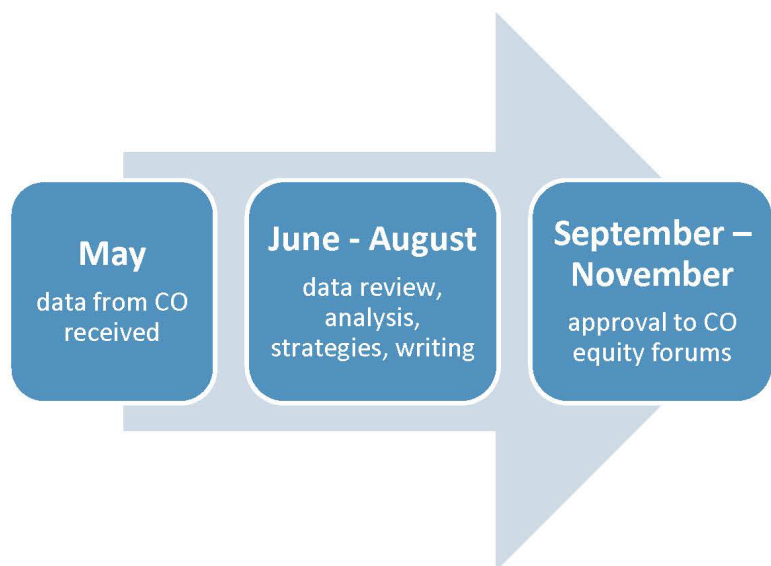
Student Equity Plan 2022-2025

Data that informs our understanding of student equity gaps . . .



- Data-informed
- Highlights the 5 most DI populations
- Race-conscious
- Equitable and Inequitable Structures
- Equity-minded processes/policies/practices/culture
- Aligned with Guided Pathways
- Action Steps

Student Equity Plan 2022-2025



Student Equity Plan 2022-2025 Reflection

| Key Initiatives/ Projects/ Activities | Evidence of Decreased DI | Pandemic Acknowledgement |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> Guided Pathways work centered on equity Increased support and expansion of Academic Success and Equity (ASE) programs Co-requisite and embedded support for English and math courses and pathways to transfer-level Campus trainings focused on minoritized populations and racial justice | <ul style="list-style-type: none"> American Indian or Native Alaskan students retention Black or African American students - retention and completion Current/former Foster Youth - compilation of transfer-level math and persistence LGBTQ+ students - retention and transfer Hispanic or Latinx students - attempted transfer-level math and transfer Native Hawaiian or Pacific Islander students - attempted transfer-level math, 24+ units, 48+ units, 60+ units Students with disabilities - earned 12+/24+/48+ units, transfer-level math, transfer-level math and English Veterans - completion | <ul style="list-style-type: none"> Focus equity efforts on closing DI for student in online environments Utilize online modalities to serve students during nontraditional hours/days and create virtual communities Disrupted in person outreach efforts and events Shift to retention and basic needs |

Student Equity Plan 2022-2025

Populations Experiencing Disproportionate Impact

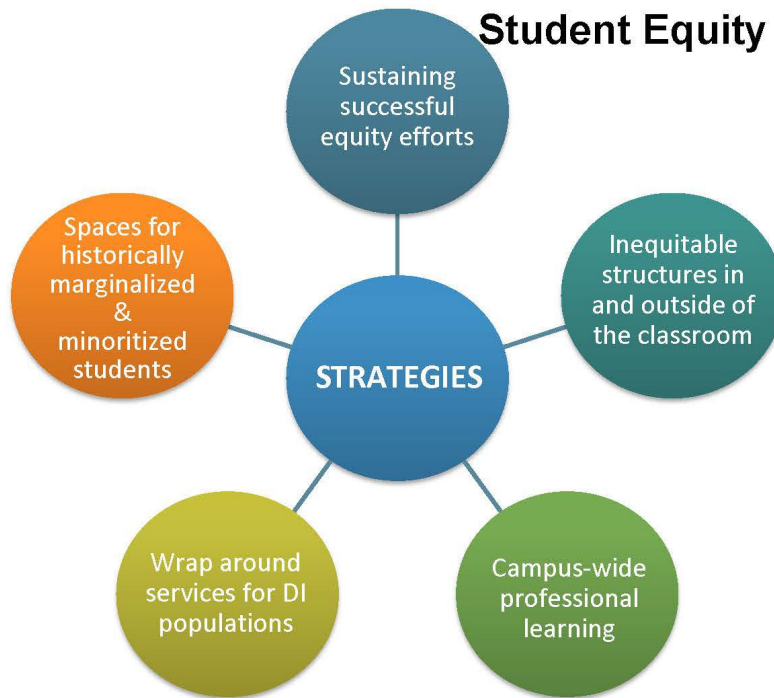
| | Successful Enrollment | Completed Transfer-Level Math & English | Persistence: First Primary Term to Second Term | Transfer | Completion |
|-------------------------------------------|-----------------------|-----------------------------------------|------------------------------------------------|----------|------------|
| Black or African American | ✓ | ✓ | | | |
| Male | | | ✓ | | ✓ |
| Hispanic or Latino | | ✓ | | ✓ | ✓ |
| Native Hawaiian or other Pacific Islander | | ✓ | | | |
| Adult Learners (age 25+) | | ✓ | ✓ | | |

Target Outcomes: Increase the number of students by 2% in year 1, 5% in year 2, and 10% in year 3

Other areas of DI: Female, First Generation, Foster Youth, LGBTQIA+, Low-Income, Native American/Alaskan Native, Nonbinary, and Students with disabilities

Student Equity Plan 2022-2025

Action Steps



Student Equity Plan 2022-2025

Long Term Planning Alignment

Goal I. MiraCosta College will provide equitable access, enhance student success, and close equity gaps by deploying strategies that meet students where they are, create community, and dismantle systems of inequity.

- Data demonstrating disproportionately impacted groups
- Target Outcomes
- Action Steps

Goal III. MiraCosta College will foster academic excellence by strategically developing a culturally competent, adaptive, innovative, and relevant teaching and learning environment; co-curricular activities that bridge classroom learning and real world experience; and intentional professional development for the college community that is responsive to a changing world.

- Action Steps

NEXT STEPS:

Student Equity Resource Document: *Understanding the Gap*







- Comprehensive student equity data
- Areas of DI across multiple student populations
- Student voice
- DI inquiry groups
- Resources and recommendations



Equity Champions!

- Culturally contextualized view of the data
- Leading representative DI inquiry groups
- Training in facilitation
- Funding towards professional learning



| | |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Accreditation Update: Areas of Improvement | Attachment: PowerPoint Presentation |
| Category: Presentations | Type of Board Consideration:  Information Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported:     Goal 1 Goal 2 Goal 3 Goal 4 |
| | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

MiraCosta College is preparing for the self-evaluation for the fall 2023 Accrediting Commission for Community and Junior Colleges (ACCJC) site visit. The self-evaluation is a multi-year-long study of the college’s policies, procedures, and practices to assess how the district is meeting the accreditation eligibility requirements and standards.

STATUS

This presentation provides an update on the development of the Institutional Self-Evaluation Report and a summary of key areas for improvement that were identified through the self-evaluation process.

RECOMMENDATION

For information only.

MiraCosta College

Accreditation Update: Areas of Improvement



Board of Trustees
October 20, 2022

PAGE 2

MiraCosta College Accreditation

What is Accreditation?

Academic Quality Control

- Provides assurance to students and community that the College offers quality educational offerings through **standards**
- Advances student learning and achievement through **improvement and innovation**
- **Peer review** driven process

Where are we now?

- **Draft of the Institutional Self-Evaluation Report is complete**
- **Governance review and feedback underway**
 - College Council, 1st Read – October 6
 - Academic Senate, 1st Read – October 7
 - Associated Student Government, 1st Read – October 14
 - Classified Senate, 1st Read – October 18
 - Administrators Committee, 1st Read – October 20
- **Board of Trustees, 1st Read – November 3**

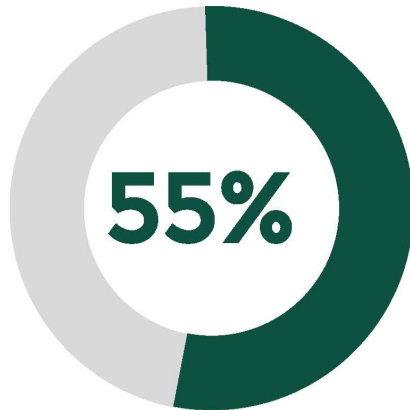
What did we learn?

Our self-evaluation revealed that we need to strengthen in the following priority areas:

- **Meaningful Student Learning Outcomes Assessment**
- **Enrollment planning to support the work around Redesigning the Student Experience**

We also found that we need to create holistic, integrated professional learning opportunities around College priorities, continue to update College plans, and improve communication and professional learning about the decision-making process.

Collegewide % of Courses Assessed



Courses assessed at least once in the last five years

| Course Assessment % | % of Programs |
|---------------------|---------------|
| 80% + of courses | 43% |
| 50-79% of courses | 11% |
| 10-49% of courses | 20% |
| < 10% of courses | 27% |

Source: Anthology Outcomes database

Dashboard Link:

[https://miracosta1.sharepoint.com/sites/Departments/PlanningResearchGrants/Dashboards/SitePages/Course%20Student%20Learning%20Outcomes%20\(CSLOs\)%20Dashboard.aspx](https://miracosta1.sharepoint.com/sites/Departments/PlanningResearchGrants/Dashboards/SitePages/Course%20Student%20Learning%20Outcomes%20(CSLOs)%20Dashboard.aspx)

Quality Focused Essays

The **Quality Focused Essays (QFE)** address areas for improvement identified by the self-evaluation that will improve student outcomes. QFEs include the following requirements:

- Limited to 5,000 words or less
- Identification of the action project(s)
- Desired goals/outcomes
- Action steps for implementation
 - Timeline
 - Responsible parties
 - Resources needed

QFE: Learning Outcomes Assessment

- **Goal #1: Strengthen the capacity to monitor assessments**
 - Create data dashboards to monitor progress on SLO assessments
 - Improve quality of SLO reflections and dialog in program review
 - Establish the capability of individual student level data analyses - disaggregation
- **Goal #2: Strengthen the assessment of program student learning outcomes**
 - Build capacity to analyze CSLOs that support overall program outcomes
 - Ensure that evaluation of PSLOs will align with SMART components
- **Goal #3: Broaden the assessment of the Core Competencies**
 - Clearly align the Core Competencies with the general education pattern
 - Examine data of most common courses chosen within each GE category
 - Build the understanding that each course/program imparts skills (for career and transfer) to students in addition to learning discipline specific knowledge

QFE: Completion-based Course Scheduling to Support the Guided Pathways Implementation at Scale

- **Goal #1: Improve student outcomes connected to Guided Pathways indicators:**
 - First year completion of college-level math and English
 - Year one to year two persistence
 - Year three earned certificate, degree, or transfer
- **Goal #2: Support instructional effectiveness, equity and efficiency through an operationalized enrollment plan.**
 - Increase percentage of students completing their educational goal (degree, certificate, or transfer) in the first three years
 - Decrease the average number of accumulated units at the time of graduation
 - Decrease identified equity gaps for all DI populations (identified via Student Equity Plan and ACP groups)

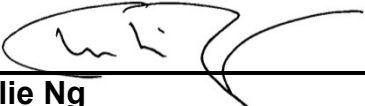
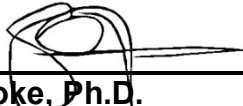
Timeline

- **October 2022: Stakeholder Review**
Review by all governance groups and further editing based on feedback
- **November 2022: Board of Trustees Approval**
Final report presented and approved by the BOT; Report is officially due by December 15, 2022
- **Spring 2023 (March 30): ACCJC Evaluation Team Review (Formative Review)**
Evaluation Team reviews the report (assumes College meets the Standards).
Can ask clarifying questions (Core Inquiries)
- **Fall 2023 (September 18-22): Focused Site Visit (Summative Review)**
Subset of Evaluation Team will visit the College to gather more information (only for those Standards that the Evaluation Team has further questions)

MiraCosta College Accreditation

Questions?

Presented by Christopher Tarman and Denée Pescarmona

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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; align-items: center;"> Information ✓ Consent Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="display: flex; justify-content: space-around; align-items: center;"> Goal 1 Goal 2 ✓ Goal 3 Goal 4 </div> |
| Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

STATUS

1. Retirement of Karen Brown, Infrastructure System Engineer, Infrastructure System and Applications Development, position P-00197, effective December 30, 2022.

2. Resignation of the following classified employees:

Vanessa Bustamante, Student Services Specialist, Orientation and Student Support, position P-06214, effective September 8, 2022.

Sudershan Shaunak, Program Director, Small Business Development Center, position P-00146, effective December 30, 2022.

3. Correction to the initial salary placement for Markus Berrien, Counselor, position P-00417, due to the conferral of his doctorate degree, from salary class 5 to salary class 6, step 6 x 1.1080 time factor, \$128,461.52 per year (2022-23 academic salary schedule), effective August 18, 2022.

4. Employment of the following regular classified employees:

Monica Arroyo, Support Assistant, Noncredit Adult Education, position P-09506, salary range 12, step 2, \$4,460.92 per month, full-time, 12 months per year, effective September 6, 2022. Monica was selected through an open recruitment process.

Yelena Giannuzzi, Payroll Specialist, position P-00297, salary range 24, step 1, \$5,978.50 per month, full-time, 12 months per year, effective October 17, 2022. Yelena was selected through an open recruitment process.

5. Permanent change of assignment for Tori Fishinger, Development Officer, position P-00345, has accepted the position of Associate Director, Development, position P-00068, salary range 32, longevity year 8, \$9,651.67 per month, full-time, 12 months per year, effective September 9, 2022. Tori was selected through an open recruitment process.
6. Temporary change of assignment for Daniel Cornaggia, Instructional Assistant - Art, position P-00224, increase in hours from 18 to 36 hours per week, effective August 12, 2022 - June 30, 2023.
7. Temporary additional assignment for Jordan Barber, Instructional Computer Lab Assistant, Technical Services, position P-00237. Jordan will serve as an Instructional Associate, Technical Services, \$35.51 per hour, as needed, effective October 21, 2022 - June 30, 2023
8. Temporary reclassification per Section H.5.0, Classified Senate Employee Manual, for the following classified employees:

Heidi Johnson, Instructional Assistant, Automotive Technology, position P-00227, will serve as interim Instructional Associate, Automotive Technology, position P-09640, salary range 25, longevity year 8, \$7,886.66 per month, full-time, effective September 21 – December 23, 2022.

Jacob Sneary, Police Officer, position P-00312, will serve as an Interim Police Sergeant, position P-09554, salary range 34, longevity year 8, \$10,223.83 per month, full-time, effective September 1 - December 31, 2022.

Jeridel Banks, Administrative Support Assistant III, Student Equity, position P-00056, will serve as an Interim Student Services Specialist, Student Equity, position P-09630, salary range 21, longevity year 7, \$6,956.50 per month, full-time, effective October 3 - December 31, 2022.

Jessica Perez-Corona, Program Supervisor, Supplemental Instruction, School of Math and Sciences, position P-00385, will continue to serve as an Interim Program Manager, Writing Center, School of Math & Sciences, range 31, longevity year 6, \$9,193.25 per month, full-time, effective September 1 – December 31, 2022.

Dulce Gangani, Library Technician I, Public Services, Library, position P-00267, will serve as an interim Library Technician II, Public Services, range 21, step 3, \$4,869.06 per month, 32 hours per week, effective October 24, 2022 - June 30, 2023.

Giselle Ordaz, Library Technician I, Public Services, Library, position P-00268. Giselle will work an additional assignment as an interim Library Technician II, Public Services, Library, range 21, longevity year 10, \$1,433.47 per month, 8 hours per week, effective October 24, 2022 - June 30, 2023.

Correction to temporary reclassification for Jennifer Streagle, Early Childhood Education Instructional Specialist, Child Development Center, position P-050831, will serve as an Interim Early Childhood Education Program Specialist, Child Development Center, P-09404, salary range 20, step 5, \$4,745.09 per month. Assignment correction from full-time to 30 hours per week, effective August 1, 2022 - May 31, 2023.

9. The following employees request catastrophic leave in accordance with Board Policy 7345. The employees request donations as the employees will exhaust all paid leave entitlements due to the duration of their leave as follows:

Employee 07302230 will need approximately 200 hours to remain in full paid status through January 31, 2023.

Employee 00002171 will need approximately 213 hours to remain in full paid status through January 17, 2023.

10. Employee 00002857, in accordance with Board Policy 7345, requests a waiver to the limitation on how much of their available sick leave can be used for personal necessity leave as the employee will exhaust the personal necessity allowance for the 2022/23 fiscal year. Pursuant to the Classified Senate WCM, classified employees may use up to seven days of earned sick leave per fiscal year for the purpose of personal necessity leave.
11. Employee 07194901, in accordance with the Article 15.2.e of the Academic Associate Faculty collective bargaining agreement, requests a waiver to the limitation on how much of their available sick leave can be used for personal necessity leave as the employee will exhaust the personal necessity allowance for the fall 2022 semester. Associate faculty members may use up to 60% of the amount of sick leave earned for the current semester for the purpose of personal necessity leave.
12. Employment of the following associate faculty members for the 2022 fall session, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty:

| | | |
|-----------|--------|----------------------------------|
| Leah | Cooper | English as a Second Language, NC |
| Joselita | Dunn | English as a Second Language, NC |
| Leanne | Stamp | Music |
| Francisco | Torres | Music |
| Andrea | Dean | Nursing |

13. 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:

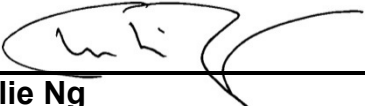
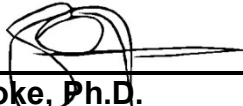
| Worker | Job Title | Assignment | Department | Pay Rate | Start | End |
|---------------------------|----------------------------|------------|----------------------------------------|------------|----------|---------|
| Aalihya Maldonado-Canseco | Apprentice I | Substitute | Child Development Center | \$15/hr | 9/12/22 | 5/31/23 |
| Alice Davis Winkel | Assistant Athletic Trainer | Substitute | Athletics and Intramurals | \$34.49/hr | 9/1/22 | 6/30/23 |
| Aurora Monette Iglesias | Instructional Aide | Substitute | Workforce IOA | \$23.03/hr | 9/13/22 | 6/30/23 |
| Berenice Gonzalez Ruiz | Campus Aide III | Short-Term | Student Equity | \$19/hr | 10/21/22 | 6/30/23 |
| Cassidy Roberts | Campus Aide I | Short-Term | School Relations/Diversity Recruitment | \$15/hr | 10/21/22 | 6/30/23 |
| Cathy Boswell | Assistant Coach | Substitute | Athletics and Intramurals | \$27.37/hr | 9/1/22 | 6/30/23 |
| Chaney Guo | Apprentice I | Short-Term | Child Development Center | \$15/hr | 10/21/22 | 5/31/23 |

| | | | | | | |
|-----------------------------|-------------------------------------|------------|----------------------------------------|------------|----------|----------|
| Curtis Mueller | Campus Aide III | Short-Term | Dance | \$19/hr | 10/21/22 | 5/30/23 |
| Darrell Steele | Program Consultant II | Short-Term | Veterans Business Outreach Center | \$53/hr | 7/1/22 | 6/30/23 |
| Deborah Cummins | Testing Services Assistant | Substitute | Testing Services | \$23.69/hr | 10/11/22 | 12/19/22 |
| Diego Flores | Apprentice I | Substitute | STEM Learning Centers | \$15/hr | 9/26/22 | 6/30/23 |
| Ebony Koger | Campus Aide II | Short-Term | School Relations/Diversity Recruitment | \$17/hr | 10/21/22 | 6/30/23 |
| Erika Chamberlin-Carroll | Art Model | Short-Term | Art | \$28/hr | 9/12/22 | 5/30/23 |
| Estefania Dieguez Hernandez | Admissions and Records Specialist | Substitute | Admissions and Records, CLC | \$30.73/hr | 10/3/22 | 6/30/23 |
| Esther Sada | Instructional Aide | Substitute | Workforce IOA | \$23.03/hr | 9/12/22 | 6/30/23 |
| Frederick Timm | Campus Aide II | Short-Term | Dance | \$17/hr | 10/21/22 | 5/31/23 |
| Genesis Ozuna Cruz | Student Services Coordinator | Substitute | Student Services, CLC | \$36.55/hr | 10/10/22 | 10/31/22 |
| Giselle Perez | Campus Aide II | Short-Term | School Relations/Diversity Recruitment | \$17/hr | 10/21/22 | 6/30/23 |
| Giuliana Lopez | Campus Aide III | Short-Term | Admissions and Records, CLC | \$19/hr | 10/21/22 | 6/30/23 |
| Hayat Sherif | Campus Aide II | Short-Term | School Relations/Diversity Recruitment | \$17/hr | 10/21/22 | 6/30/23 |
| Henry Cohn-Geltner | Campus Aide III | Substitute | Student Accessibility Services | \$19/hr | 9/12/22 | 6/30/23 |
| Isabella Di Gruccio | Assistant Athletic Trainer | Substitute | Athletics and Intramurals | \$34.49/hr | 9/1/22 | 6/30/23 |
| Ismael Vera | Campus Aide II | Short-Term | School Relations/Diversity Recruitment | \$17/hr | 10/21/22 | 6/30/23 |
| Jacquelyn Perez | Campus Aide II | Short-Term | School Relations/Diversity Recruitment | \$17/hr | 10/21/22 | 6/30/23 |
| Jade MacEoghain | Administrative Support Assistant II | Substitute | Career Center | \$27.37/hr | 9/1/22 | 6/30/23 |
| Jason Payne | Program Consultant II | Short-Term | Veterans Business Outreach Center | \$53/hr | 7/1/22 | 6/30/23 |
| Jinhui Wang | Instructional Aide | Substitute | Workforce IOA | \$23.03/hr | 9/12/22 | 6/30/23 |
| Jovon Owens | Administrative Support Assistant I | Substitute | Counseling Operations | \$22.36/hr | 7/1/22 | 6/30/23 |
| Juan Cisneros | Police Services Officer | Substitute | Police Enforcement Unit 1 | \$28.18/hr | 9/14/22 | 6/30/23 |
| Julie Hernandez | Apprentice III | Substitute | STEM Learning Centers | \$17/hr | 9/23/22 | 6/30/23 |
| K Ross Mau | Club Head Coach | Short-Term | Athletics and Intramurals | \$27.37/hr | 10/21/22 | 6/30/23 |
| Kaylee Black | Apprentice I | Substitute | STEM Learning Centers | \$15/hr | 9/26/22 | 6/30/23 |
| Kristopher Apple | Accompanist I | Short-Term | Dance | \$26/hr | 10/21/22 | 5/30/23 |
| Maria Hughes | Program Consultant II | Short-Term | Veterans Business Outreach Center | \$53/hr | 7/1/22 | 6/30/23 |
| Maya Montes | Administrative Support Assistant I | Substitute | School Relations/Diversity Recruitment | \$22.36/hr | 9/26/22 | 10/20/22 |
| Maya Montes | Outreach Assistant | Short-Term | School Relations/Diversity Recruitment | \$23.69/hr | 10/21/22 | 6/30/23 |
| Mayra De La Torre | Campus Aide III | Short-Term | Computer Science | \$19/hr | 10/21/22 | 6/30/23 |
| Megan Mahoney | Campus Aide II | Short-Term | Dance | \$17/hr | 10/21/22 | 12/31/22 |
| Megan Mahoney | Campus Aide II | Short-Term | Theatre and Film | \$17/hr | 10/21/22 | 5/31/23 |
| Natalia Cruz | Campus Aide II | Short-Term | School Relations/Diversity Recruitment | \$17/hr | 10/21/22 | 6/30/23 |

| | | | | | | |
|----------------------|--------------------------------------|------------|----------------------------------------|------------|----------|----------|
| Parisa Majidy | Campus Aide III | Short-Term | Computer Science | \$19/hr | 10/21/22 | 6/30/23 |
| Qiyuan Wang | Campus Aide II | Short-Term | School Relations/Diversity Recruitment | \$17/hr | 10/21/22 | 6/30/23 |
| Quiemari Mikes | Administrative Support Assistant III | Substitute | Student Equity | \$30.73/hr | 10/21/22 | 12/31/22 |
| Rebecca Knowles | Campus Aide II | Short-Term | Dance | \$17/hr | 10/21/22 | 12/31/22 |
| Rene Perez | Program Consultant II | Short-Term | Veterans Business Outreach Center | \$53/hr | 7/1/22 | 6/30/23 |
| Renetta Lloyd | Theater Aide III | Short-Term | Theatre and Film | \$17/hr | 10/21/22 | 12/15/22 |
| Rocio Gutierrez Meza | Campus Aide III | Short-Term | Computer Science | \$19/hr | 10/21/22 | 6/30/23 |
| Serena Sanchez | Administrative Support Assistant III | Short-Term | International Education | \$30.73/hr | 10/24/22 | 6/30/23 |
| Shanta Jamieson | Human Resources Technician | Short-Term | Human Resources | 31.64/hr | 10/21/22 | 6/30/23 |
| Shelby Caughron | Campus Aide II | Short-Term | Theatre and Film | \$17/hr | 10/21/22 | 12/31/22 |
| Sherman Kwan | Art Model | Short-Term | Art | \$28/hr | 9/6/22 | 5/30/23 |
| Traci Cole | Program Consultant II | Short-Term | Veterans Business Outreach Center | \$53/hr | 7/1/22 | 6/30/23 |
| Valerie Ibarra | Campus Aide II | Short-Term | School Relations/Diversity Recruitment | \$17/hr | 10/21/22 | 6/30/23 |
| Yesica Zafra Lopez | Campus Aide II | Short-Term | School Relations/Diversity Recruitment | \$17/hr | 10/21/22 | 6/30/23 |
| Yitza Yepes Perez | Instructional Aide | Substitute | Workforce IOA | \$23.03/hr | 10/6/22 | 6/30/23 |

RECOMMENDATION

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

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Ratify MiraCosta Community College District Academic Administrators Working Conditions Manual | Attachment: Document Available Online |
| Category: Action Items | Type of Board Consideration: Information Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: Goal 1 Goal 2 Goal 3 Goal 4 |
| Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

During the spring and fall of 2022, the district engaged in collegial negotiations via the meet and confer process with the MiraCosta Community College District Academic Administrators Association (“Association”) pursuant to Board Policy 7140.


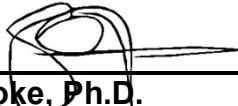
STATUS

The district’s negotiators and the Association have met and conferred regarding changes to the Working Conditions Manual, including the salary schedule for academic administrators. The Association subsequently ratified the changes to the Working Conditions Manual. The economic and non-economic issues were reviewed with the board of trustees in closed session throughout the meet and confer process. The Working Conditions Manual is available online and a copy is on file with the secretary of the board of trustees.

The complete document is available [online](#).

RECOMMENDATION

Ratify MiraCosta Community College District Academic Administrators Working Conditions Manual and authorize the Superintendent/President to sign the agreement on behalf of the district.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Ratify Memorandum of Understanding 22-04 with the Faculty Assembly | Attachment: Memorandum of Understanding 22-04 with the Faculty Assembly |
| Category: Consent Items | Type of Board Consideration: Information Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: Goal 1 Goal 2 Goal 3 Goal 4 |
| Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

During the fall 2022 semester, the district and Faculty Assembly reached an agreement that modifies faculty workload requirements for full-time faculty. Specifically, allowing hybrid course assignments to count toward the on-ground requirement for classroom faculty and providing flexibility on the number of in-person, on-campus hours required for non-classroom faculty. The attached Memorandum of Understanding (MOU) is not intended to change the terms of the current collective bargaining agreement, but is instead a one-time, non-precedent setting agreement between the parties for the fall 2022 semester.

STATUS

The district has negotiated the terms and conditions of work to be performed and compensation to be paid and agreed to the attached MOU with the Faculty Assembly.

RECOMMENDATION

Ratify Memorandum of Understanding 22-04 between the MiraCosta Community College District and Faculty Assembly.



MOU Between the
MiraCosta Community College District and
MiraCosta Community College District – Faculty Assembly
22-04

This Memorandum of Understanding (“MOU”) is entered into by and between the MiraCosta Community College District (hereinafter referred to as “District”) and the MiraCosta College Faculty Assembly (hereinafter referred to as “Assembly”) (hereinafter collectively referred to as the “Parties”), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement (“CBA”).

This MOU between the Parties is not intended to change the terms of the current CBA but is instead a one-time, non-precedent setting agreement that may not be used as the basis of a past practice by either party.

TERMS

1. During the Fall 2022 semester, the District agrees to modify faculty workloads as follows:
 - a. Classroom Faculty: Classroom faculty may be assigned a hybrid class to meet the “on-ground” requirement of section C.13.3 of the contract. Any faculty member seeking an exception to the “on-ground” requirement must receive an exemption from the appropriate Vice President. With regards to on-ground or hybrid courses, current faculty schedules established by deans and the office of instruction through existing scheduling practices, will remain unchanged. After approval of this agreement, if any additional on-ground sections are added to the Fall schedule to meet student need, the District will make every effort to assign those sections to faculty members (full-time or associate) who agree to accept an additional on-ground assignment.
 - b. Non-classroom Faculty: In accordance with section C.2.5, non-classroom faculty are required to work thirty (30) hours per week on campus. During the Fall 2022 semester, at a faculty member’s request the appropriate dean may authorize non-classroom faculty to work up to fifteen (15) hours remotely from the thirty (30) hours on campus requirement. The hours approved to work remotely may consist of student contact and/or preparation hours. If student demand necessitates additional on campus hours for non-classroom faculty, the District will make every effort to assign the hours to faculty members (full-time or associate) who agree to accept additional on campus hours. The District maintains its right to assign non-classroom faculty based on the needs of students, the department, and best interests of the program, in all cases except as those agreed to in this MOU and other applicable contractual agreements.
2. The District shall loan faculty members equipment necessary for remote work, such as computers, headsets, webcams, etc. Faculty members must submit an equipment

request form to request any such equipment. To the extent that equipment is unavailable for loan to faculty, due to budget constraints or equipment shortages, the District shall provide faculty members with a safe place to work on campus.

3. Faculty members maintain Academic Freedom in decision-making related to the content of courses they teach, including the determination of course content provided synchronously and asynchronously. Faculty members understand that they must adhere to the scheduled delivery method as identified in the schedule of classes (i.e., online, hybrid, or on-ground).
4. The District will follow all state and local protocols to maintain a safe working environment for faculty.

Training

5. The District shall provide distance education support and training to faculty during the Fall 2022 semester.
 - a. A workgroup consisting of the Director of Online Education, Teaching and Learning Center Coordinator, and Vice President, Instructional Services will be established by this agreement (“Workgroup”).
 - b. The Workgroup shall be responsible for identifying appropriate faculty peer mentors for Fall 2022, as specified below.
 - c. Fall 2022 Peer Mentors: During the Fall 2022 semester, the District shall provide up to 400 hours in compensation for selected peer mentors to support faculty with distance education courses. The selection of peer mentors must be from a wide range of disciplines. Consideration should be given to faculty with online expertise and experience working collegially with their peers. Peer mentors may assist with the following:
 - i. Providing mentoring and/or professional learning to faculty assigned to teach in a particular modality who have limited or no previous experience teaching in that modality;
 - ii. Providing mentoring and/or professional learning to faculty who are making changes to the design and/or instruction of any distance education course section with the intent of improving student access, equity, and/or success, including adopting/adapting Open Educational Resources and/or other Zero Textbook Cost course materials.
 - iii. Providing mentoring and/or professional learning to faculty participating in data coaching programs who identify a need for improvements to distance education course section equity data;
 - iv. Developing and providing a process for Voluntary Review Of Online Materials (VROOM) for any faculty member wishing to receive expert assistance reviewing and aligning a distance education course section with the requirements of the MiraCosta Online Class Quality Guidelines; and/or
 - v. Developing and leading in-depth online education-related professional learning experiences for faculty (institutes, multi-week online courses, communities of practice, action research projects, etc.).

- d. If the peer mentors have additional capacity, in consultation with the Workgroup overseeing the peer mentor program, they may provide other forms of consultation and support to faculty on matters related to online teaching.
- e. Peer mentors shall report the time they spend working with faculty, and the type of support provided monthly, to the Faculty Director, Online Education. Payment for faculty mentors will be coordinated through the Office of Instruction.
- f. Faculty who receive online mentor support shall be invited to provide anonymous feedback each term. While this data will help gauge the impact and effectiveness of the program, this data shall not be used for the purpose of individual faculty evaluation. The Academic Senate, Online Education, PDP, C3 Teaching and Learning Center, Department Chairs, and Office of Instruction shall inform all faculty of the availability online mentoring program to encourage faculty to avail themselves of the support of the online mentors.
- g. Information, data, and support provided in the context of peer mentoring shall not be used for the purpose of individual faculty evaluation for those faculty involved.

Miscellaneous Provisions

- 6. All other terms and conditions of work shall be conducted in accordance with the current CBA.
- 7. Entire Agreement: This MOU constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this MOU. All prior understandings, terms, or conditions are deemed merged into this MOU.
- 8. This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the Parties or meaning or application of the CBA.
- 9. Modification: This MOU cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
- 10. Unless subsequent modifications to this MOU are negotiated, this MOU will sunset on December 31, 2022.


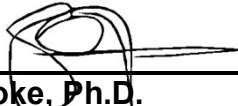
This agreement will become effective upon approval from the Board of Trustees.

Sunita V. Cooke, Ph.D.

Mary Gross, M.S.

 Signature Date
 Superintendent/President
 MiraCosta Community College District

 Signature Date
 President
 MCCCCD Faculty Assembly

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Approve Employment Contracts for Professional Experts | Attachment: None |
| Category: Consent Items | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4 |
| Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

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

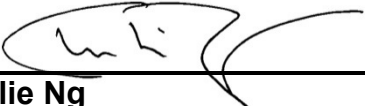
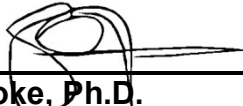
STATUS

The following employment contracts are recommended for renewal, effective October 1, 2022 – June 30, 2023:

- Wallace Keau Wong, Director, Bioscience Workforce Development Hub, full-time, \$131,580 annual salary (based on 2022-23 professional expert annual salary schedule). Annual salary will be pro-rated based on the number of contract months worked for the contract period stated above.
- Terri Quenzer, Executive Director, Bioscience Workforce Development Hub, \$138,720 annual salary (based on 2022-23 professional expert annual salary schedule). Annual salary will be pro-rated based on the number of contract months worked for the contract period stated above.

RECOMMENDATION

Approve professional expert employment contracts as stated above.

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Approve Health-and-Welfare Benefits Program for the 2023 Benefit Year | Attachment: None |
| Category: Consent Items | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: Goal 1 Goal 2 Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommended:  _____ Charlie Ng Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

Members of the Fringe Benefits Committee (FBC) met to review enrollment data, cost projections, and the 2023 renewal rates for the various plan offerings of the district’s benefits program.

STATUS

Premiums for both health plans will increase; Kaiser by 6.17 percent and PPO by 10 percent due to the district’s claims experience over the past three years and health insurance cost trends nationwide due to COVID related healthcare costs. MHN, DeltaCare, Delta PPO, VSP and all non-discretionary benefits, as well as the district contribution for voluntary benefit elections, will remain the same for the 2023 benefit year.

The FBC recommends the following plan changes effective January 1, 2023:

1. **Health Care FSA Annual Maximum**
 The FBC recommends an increase to the health care flexible spending account annual contribution limit from \$2,750 to \$2,850 in accordance with IRS guidelines. This change will not affect district costs.
2. **Embrace Pet Insurance**
 Nationwide canceled all California employer offered pet insurance discount programs in August 2021. The FBC researched other pet insurance options and recommends Embrace pet insurance to replace Nationwide. This change will not affect district costs. Embrace is a voluntary, 100 percent employee paid, pet insurance discount program.




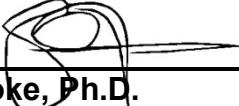
Additional Benefit Change – MetLife Legal Plan

The San Diego & Imperial Counties Fringe Benefits Consortium notified the district of an upcoming MetLife legal plan benefit enhancement. Effective January 1, 2023, employees will have the option to add the Parents Plus Plan to their legal plan benefits for an additional \$6 per month. This change will not affect district cost as the legal plan is a voluntary, 100 percent employee paid, benefit.

The average annual cost per benefited employee from 2022 to 2023 will increase from \$23,803 to \$25,106, or an average of a 5.47 percent increase per employee. Assuming: 1) the average increased cost, 2) all positions being filled throughout the year, and 3) total enrollment increases in benefited employees; then it is anticipated that the overall benefit program costs will increase from \$14,308,686 to \$15,140,323, a difference of \$831,637 or 5.81 percent increase for the 2023 benefit year. The program will continue to provide for 100 percent, district-paid medical, dental, and vision premiums for all eligible employees/retirees and their eligible dependents.

RECOMMENDATION

Approve health-and-welfare benefits program for the 2023 benefit year effective January 1, 2023, and ending December 31, 2023, as stated above.

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Approve Reorganization of the Facilities Department | Attachment: None |
| Category: Consent Items | Type of Board Consideration: Information  Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: Goal 1 Goal 2  Goal 3 Goal 4 |
| Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

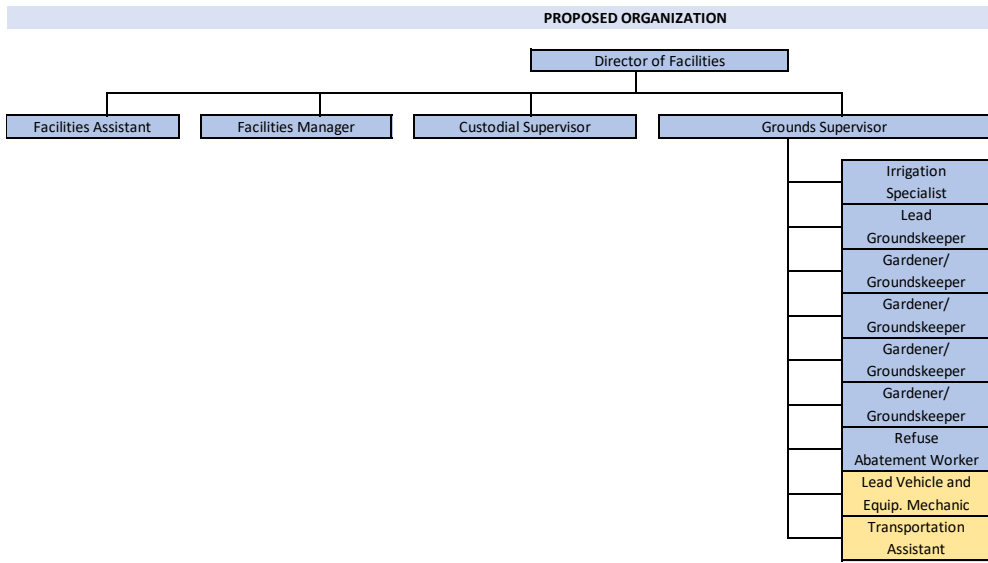
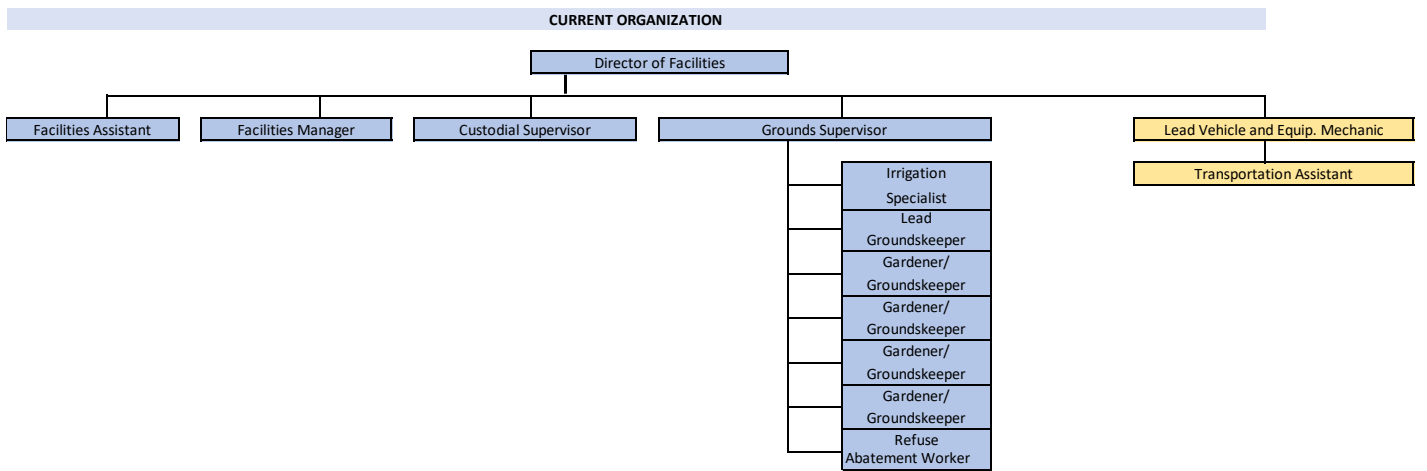
The purpose of this reorganization is to re-align the reporting of the current Facilities Department Vehicle and Equipment Maintenance program under the Grounds Department. The proposed change moves the Lead Vehicle Equipment Mechanic, and the Transportation Assistant positions from reporting to the Director of Facilities to the Grounds Supervisor.

STATUS

This proposal includes a change in the reporting structure of the following positions from the Director of Facilities to the Grounds Supervisor (*see current vs. proposed organizational charts below*):

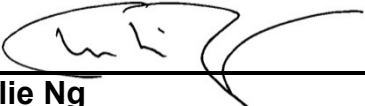
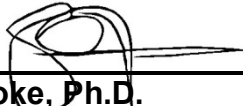
- Lead Vehicle and Equipment Mechanic
- Transportation Assistant

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



RECOMMENDATION

Approve reorganization of the Facilities Department, as stated.

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Approve Contract of Employment for Interim Chief Inclusion, Diversity, Equity, and Accessibility Officer | Attachment: Employment Contract |
| Category: Consent Items | Type of Board Consideration: <div style="text-align: center;"> <input checked="" type="checkbox"/> Information <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="text-align: center;"> <input type="checkbox"/> Goal 1 <input type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input type="checkbox"/> Goal 4 </div> |
| Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

Wendy Stewart, Ed. D., the current Dean of Counseling and Student Development, has been selected to serve as the Interim Chief Inclusion, Diversity, Equity, and Accessibility Officer (“CIDEAO”) effective November 7, 2022. This is a new position and the district would like to appoint Dr. Stewart as the full-time CIDEAO until such time that the district conducts a search for a permanent incumbent.

STATUS

The district has selected Dr. Wendy Stewart to serve full-time as the CIDEAO while the district seeks a permanent incumbent. Dr. Stewart has the training, education, and experience to serve in this role, and meets the minimum qualifications of the position. Dr. Stewart will be paid an annual salary of \$222,204, which is range 1, step 6 on the 2022/23 associate vice president/vice president salary schedule. Compensation for the contract period will be prorated for the number of days worked, effective November 7, 2022, to November 6, 2023.

RECOMMENDATION

Approve contract of employment for interim Chief Inclusion, Diversity, Equity, and Accessibility Officer, as stated above.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT
CONTRACT OF EMPLOYMENT
Interim Chief Inclusion, Diversity, Equity, and Accessibility Officer**

This contract (“Agreement”), made by and between the MiraCosta Community College District (“District”) acting through its Board of Trustees (“Board”) and Wendy Stewart (“Stewart”), is made as of November 7, 2022.

RECITALS

A. The District is in need of services by an individual who is qualified to act in the capacity as an Interim Chief Inclusion, Diversity, Equity, Accessibility Officer (“CIDEAO”) until such time that the District conducts a search for a permanent incumbent.

B. Stewart warrants and represents that she is competent to perform the duties and responsibilities required by this Agreement and by all applicable laws and regulations.

C. This Agreement is subject to all the applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules and regulations of the District’s Board of Trustees (“Board”), including, but not limited to, Government Code sections 53260 and 53261.

D. This Agreement is entered into in accordance with Education Code sections 72411 and 72411.5.

TERMS AND CONDITIONS

1.0 DUTIES

The District hereby agrees to employ Stewart and Stewart hereby accepts employment as the CIDEAO under the terms and conditions set forth in this Agreement. Stewart has the responsibilities and authority that are associated with the CIDEAO position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.

2.0 TERM

This Agreement is for a 1-year term commencing on November 7, 2022, and ending on November 6, 2023. or until such time as the Board, by a majority vote, either (i) terminates Stewart’s interim appointment or (ii) appoints a different person to the position on an interim or permanent basis. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party.

3.0 SALARY

Stewart shall be paid according to range 1, step 6 (\$222,204) annually on the 2022-2023 Associate Vice President/Vice President Salary Schedule. The salary will be paid according to District’s customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

4.0 HEALTH-AND-WELFARE BENEFITS

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

5.0 EXPENSES

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

6.0 DAYS OF SERVICE

This Agreement provides 261 contract days per year (219 on-duty days; 25 vacation days; 18 holidays), with vacation, sick leave, and personal necessity leave available in accordance with District policy. Prior to the start of each fiscal year, Stewart's non-contract days, if any, will be approved by their supervisor and reported to the District's payroll office.

7.0 EVALUATION

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

8.0 REASSIGNMENT

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

9.0 TERMINATION

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

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

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

9.4 Termination Upon Hiring New CIDEAO: When the Board employs a permanent incumbent in the CIDEAO position, this Agreement shall terminate automatically on the day before such new CIDEAO assumes the position. No further notice to the CIDEAO shall be required. Stewart shall not be entitled to any sums outlined above in section 9.1 of this Agreement.

10.0 Provisions of Government Code Sections 53243.3-53243.4.

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

10.2 In the event that District provides funds for the legal criminal defense of Stewart pending an investigation of a crime involving an abuse of this office or position covered by

Government Code section 53243.4, and should that investigation lead to a conviction, Stewart shall fully reimburse District for any funds provided for that purpose.

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

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

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

11.0 OTHER PROVISIONS

11.1 This Agreement does not confer tenure.

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

11.3 This Agreement may be modified or terminated by mutual consent of the parties, provided, however, that the party seeking such modification or termination shall give not less than 30 calendar days' written notice to the other party, unless otherwise mutually agreed in writing.

11.4 This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties after a vote in an open session of the Board. Stewart may not assign or transfer any rights granted or obligations assumed under this Agreement.

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

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

12.0 Representations and Warranties.

Stewart represents and warrants that they:

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

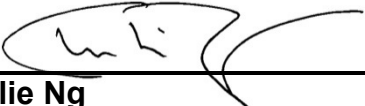
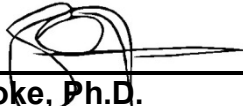
MiraCosta Community College District

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

Wendy Stewart, Ed.D.
Interim Chief Inclusion, Diversity, Equity,
Accessibility Officer (CIDEAO)

Date: _____

Date: _____

| | | | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------|--------|--------|---|--|---|--|
| Subject: Approve Classification of New Position, Job Description, and Salary for Grant Activity Director | Attachment: Job Description: Grant Activity Director | | | | | | | | |
| Category: Consent Items | Type of Board Consideration: <table style="width: 100%; text-align: center;"> <tr> <td>Information</td> <td>Consent</td> <td>Action</td> </tr> <tr> <td></td> <td>✓</td> <td></td> </tr> </table> | Information | Consent | Action | | ✓ | | | |
| Information | Consent | Action | | | | | | | |
| | ✓ | | | | | | | | |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <table style="width: 100%; text-align: center;"> <tr> <td>Goal 1</td> <td>Goal 2</td> <td>Goal 3</td> <td>Goal 4</td> </tr> <tr> <td></td> <td></td> <td>✓</td> <td></td> </tr> </table> | Goal 1 | Goal 2 | Goal 3 | Goal 4 | | | ✓ | |
| Goal 1 | Goal 2 | Goal 3 | Goal 4 | | | | | | |
| | | ✓ | | | | | | | |
| Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President | | | | | | | | |

BACKGROUND


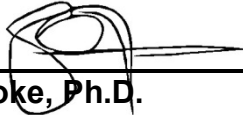
There is a need to establish a classification and job description for a Grant Activity Director. The Grant Activity Director position was created to plan, develop, organize, manage, implement, and provide direction for the programming for a Title V grant, including oversight of the expansion of on-ramp certificate to degree pathway, campus-wide adoption of the Pedagogy of Cariño, and college-community-industry partnerships in coordination with the Faculty Leads.

STATUS

Salary placement for the position will be set using the 2022/23 Classified Administrators salary schedule, range CM-8.

RECOMMENDATION

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

| | |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Approve Release Time for Classified Staff Recognition | Attachment: None |
| Category: Consent Items | Type of Board Consideration: Information  Consent Action |
| | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

In appreciation for the important service rendered to the college, the board of trustees has traditionally approved release time for classified employees who desire to attend a year-end luncheon.





This event will be held on Friday, December 9, 2022, with release time beginning at 12:30 pm and ending at 4:30 pm.

STATUS

As an expression of appreciation to classified professionals, the district is granting release time as recognition of their service during this academic year. This release time would involve closing all college offices early, except the Admissions and Records and College Police departments, which would be covered by temporary employees.

RECOMMENDATION

Approve release time for classified employees.

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Approve Study Abroad Association Services Agreement and Costa Rica Summer 2023 Program | Attachment: <u>Study Abroad Association Agreement</u> |
| Category: Consent Items | Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div> |
| Institutional Goals: <u>mcc_mission_statement.pdf (miracosta.edu)</u> | Institutional Goal Supported: <div style="text-align: center;">  Goal 1 Goal 2 Goal 3 Goal 4 </div> |
| Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

Study abroad is a cornerstone of effective practice in the sphere of international education, and the provision of opportunities for students to study abroad helps fulfill Administrative Procedure 4026: Philosophy and Criteria for International Education, as well as institutional goal #2 and institutional strategies outlined in the Education Plan.

The International Education Advisory Committee (IEAC) has focused on the development of short-term study abroad experiences as a key means to support student access. Greater affordability and reduced time commitments needed for short-term programs have proven to increase equitable access to study abroad for MiraCosta College students from a variety of backgrounds. Forty-six percent of short-term program participants have come from households with annual incomes below \$49,999 and 47 percent of participating students were Hispanic/Latinx. This present proposal seeks to build upon that success, while extending the opportunity to include a location in the Americas.

STATUS

The efforts to reinstate a MiraCosta College faculty-led study abroad program have been years in the making. The IEAC has worked in dialogue with the vice presidents of instruction and student services to develop this proposal in accordance with the process laid out in the college’s Education Abroad Handbook. During the academic year 2021/22, the IEAC followed a solicitation and review of proposals from travel organizations to administer a summer 2023 program. Based on the review of proposals, Study Abroad Association (SAA) was identified as the preferred provider to organize a summer program to Costa Rica.



The study abroad program is planned for June 25, 2023, through July 23, 2023. Participants will enroll for two summer courses, SPAN 101 (Elementary Spanish) taught

by Professor David Detwiler, and COMM 215 (Intercultural Communication) led by Professor Anthony Ongyod. The program will be organized and arranged by SAA, which will offer homestay and pension accommodations ranging between \$3,075-\$4,357, depending on the number of participant travelers (see section 1.2 of the agreement). The program itinerary is summarized in the proposal (Attachment A of the agreement).

Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact on the General Fund.

RECOMMENDATION

Approve the SAA Service Agreement for summer 2023 and the study abroad program in Costa Rica for SPAN 101 and COMM 215.

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Ratify Approval of Guaranteed Maximum Price (GMP) and Execution of Change Order to the Design Build Contract for Oceanside New Arts Media Building Project Memorializing Same | Attachment: None |
| Category: Consent Items | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

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

On July 21, 2022, the board approved agenda item IX.A, authorizing the assistant superintendent/vice president, administrative services to approve the GMP and execute a change order to the Contract memorializing same as long as the amount of the GMP did not bring the total Contract value above the established Project budget of \$25,859,673, and district staff brought the GMP approval and resulting change order before the board for ratification within 60 days of the assistant superintendent/vice president approving and executing same. This board approval was based on recommendations from district staff, the Program Management Office (“PMO”) and outside legal counsel, Cauvel & Dacey, P.C., as well as the authority provided to the district by the legislature pursuant to, without limitation, Education Code sections 81655, 81656 and 70902(a)(1) and (d).

STATUS



Pursuant to the Project Contract, the DBE presented to the PMO for its review and approval, a GMP for the construction phase of the project. After negotiations, the PMO and DBE agreed to

a GMP for the construction phase of the project in the amount of \$19,866,590.44, which was determined to be within the established Project budget of \$25,859,673.

Upon the recommendation of the PMO, and pursuant to the vice president's authority approved by the board at its July 21, 2022, meeting on September 27, 2022, the assistant superintendent/vice president approved the GMP in the amount of \$19,866,590.44 and executed a change order to the Project Contract to memorialize same. District staff is bringing this change order to the board for ratification.

RECOMMENDATION

Given the foregoing, district staff and the Project Management Office recommend that the board ratify the assistant superintendent/vice president, administrative services' approval of the GMP and execution of the change order to the Contract to memorialize same in the amount of \$19,866,590.44 for the Oceanside New Arts Media Building project.

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Ratify Approval of Guaranteed Maximum Price (GMP) and Execution of Change Order to the Design Build Contract for Oceanside Chemistry and Biotechnology Building Project Memorializing Same | Attachment: None |
| Category: Consent Items | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

On November 21, 2019, the board approved the award of a design-build contract for collaboration phase services and design through agency approval and final guaranteed maximum price phase services (“Contract”) for the Oceanside Chemistry and Biotechnology Building project (“Project”) to CW Driver + HED (“DBE”). Via this same board agenda item, the board directed district staff to bring the final proposed Guaranteed Maximum Price (“GMP”) for the construction phase of the project back to the board for approval when district staff has received same from the DBE.

On July 21, 2022, the board approved agenda item IX.B, authorizing the vice president, administrative services to approve the GMP and execute a change order to the Contract memorializing same as long as the amount of the GMP did not bring the total Contract value above the established Project budget of \$46,921,154, and district staff brought the GMP approval and resulting change order before the board for ratification within 60 days of the vice president approving and executing same. This board approval was based on recommendations from district staff, the Program Management Office (“PMO”) and outside legal counsel, Cauvel & Dacey, P.C., as well as the authority provided to the district by the legislature pursuant to, without limitation, Education Code sections 81655, 81656 and 70902(a)(1) and (d).

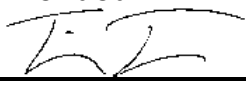
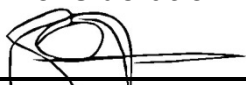
STATUS

Pursuant to the Project Contract the DBE presented to the PMO for its review and approval, a GMP for the construction phase of the project. After negotiations, the PMO and DBE agreed to a GMP for the construction phase of the project in the amount of \$35,124,373, which was determined to be within the established project budget of \$46,921,154.

Upon the recommendation of the PMO, and pursuant to the assistant superintendent/vice president's authority approved by the board at its July 21, 2022, meeting on September 12, 2022, the assistant superintendent/vice president approved the GMP in the amount of \$35,124,373 and executed a change order to the Project Contract to memorialize same. District staff is bringing this change order to the board for ratification.

RECOMMENDATION

Given the foregoing, district staff and the Project Management Office recommend that the board ratify the assistant superintendent/vice president, administrative services' approval of the GMP and execution of the change order to the Contract to memorialize same in the amount of \$35,124,373 for the Oceanside Chemistry and Biotechnology Building project.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Notice of Completion - Bid #MM-20-020 SAN B400 Science Labs Renovation Project | Attachment: None |
| Category: Consent Items | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

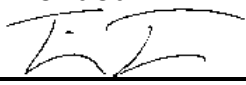
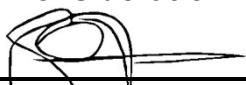
On September 15, 2022, Align Builders completed all the work associated with Bid #MM-20-020 SAN B400 Science Labs Renovation project. The original construction contract amount for Align Builders was \$3,121,311.00 and the total change order amount for this project was \$516,019.94. This project had a final construction cost of \$3,637,330.94.

STATUS

The project is currently 100 percent complete.

RECOMMENDATION

Approve and execute Notice of Completion for the Bid # MM-20-020 SAN B400 Science Labs Renovation Project No. 04103.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Notice of Completion - Bid #MM-20-020 SAN B900 Student Center Renovation Project | Attachment: None |
| Category: Consent Items | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

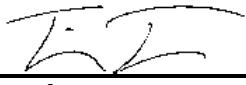

On September 15, 2022, Align Builders completed all the work associated with Bid #MM-20-020 SAN B900 Student Center Renovation project. The original construction contract amount for Align Builders was \$1,715,965.00 and the total change order amount for this project was \$299,009.14. This project had a final construction cost of \$2,014,974.14.

STATUS

The project is currently 100 percent complete.

RECOMMENDATION

Approve and execute Notice of Completion for the Bid #MM-20-020 SAN B900 Student Center Renovation project No. 04102.

| | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------------------------------|--------|--------------------------------------------|
| Subject: Award of Contract for Bid #C03-23 Building OC 2100 Fine Arts Mechanical Improvements | Attachment: <ul style="list-style-type: none"> • Bid Documents • Bid Summary | | | | |
| Category: Consent Items | Type of Board Consideration: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center;">Information</td> <td style="width: 33%; text-align: center;"> <input checked="" type="checkbox"/> Consent </td> <td style="width: 33%; text-align: center;">Action</td> </tr> </table> | Information | <input checked="" type="checkbox"/> Consent | Action | |
| Information | <input checked="" type="checkbox"/> Consent | Action | | | |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; text-align: center;">Goal 1</td> <td style="width: 25%; text-align: center;">Goal 2</td> <td style="width: 25%; text-align: center;">Goal 3</td> <td style="width: 25%; text-align: center;"> <input checked="" type="checkbox"/> Goal 4 </td> </tr> </table> | Goal 1 | Goal 2 | Goal 3 | <input checked="" type="checkbox"/> Goal 4 |
| Goal 1 | Goal 2 | Goal 3 | <input checked="" type="checkbox"/> Goal 4 | | |
| Recommended:  <hr style="width: 30%; margin-left: 0;"/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr style="width: 30%; margin-left: 0;"/> Sunita V. Cooke, Ph.D. Superintendent/President | | | | |

BACKGROUND

The dean of arts, international languages and ethnic studies requested the Facilities Department to address cooling needs at the Oceanside Campus Building 2100 wood and ceramics labs. These two labs have heating and ventilation systems but are two of the last remaining spaces that do not have cooling. The district is addressing this need by replacing the existing heating system and adding a cooling component, remote monitoring, and controlling graphics to bring the spaces in line with the rest of the campus.

STATUS

Bid #C03-23, OC 2100 Fine Arts Mechanical Improvements was issued by the Purchasing Department and advertised in the San Diego Union-Tribune on September 6 and 11, 2022. The bid documents were made available and sent out to 252 vendors through the district’s PlanetBids bid management portal system with A (general engineering contractor) or B (general building contractor) licenses.

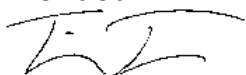
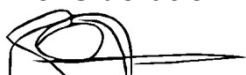
Seven (7) contractors attended the mandatory pre-bid job walk on September 16, 2022. Four (4) vendors submitted electronic proposals by the September 27, 2022, deadline via PlanetBids:

| Vendor Name | Amount |
|-------------------------------|-----------|
| MMJ Construction Inc. | \$192,699 |
| SWCS, Inc. | \$213,342 |
| ACCO Engineered Systems, Inc. | \$299,906 |
| GEM Industrial | \$318,000 |

The award of the contract is based on the lowest-priced, responsive bid proposal. All four (4) contractors were deemed responsive. MMJ Construction, located in Temecula, California, was the lowest responsive and responsible bidder with a base bid amount of \$192,699. The funding for this project is through the state-scheduled maintenance funding program.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with the award of bid #C03-23 OC 2100 Fine Arts Mechanical Improvements project to MMJ Construction in the amount of \$192,699.

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Subject:</p> <p>Authorize Extensions to Terms of Architectural and Engineering Services, Geotechnical Engineering Services, and Civil Engineering and Related Services Master Services Agreements; Approve Resolution No. 04-22/23</p> | <p>Attachments:</p> <p>Resolution No. 04-22/23</p> |
| <p>Category:</p> <p>Action Items</p> | <p>Type of Board Consideration:</p> <p>Information Consent <input checked="" type="checkbox"/> Action</p> |
| <p>Institutional Goals:</p> <p>mcc_mission_statement.pdf (miracosta.edu)</p> | <p>Institutional Goal Supported:</p> <p><input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4</p> |
| <p>Recommended:</p> <p></p> <hr/> <p>Tim Flood Assistant Superintendent/Vice President, Administrative Services</p> | <p>Approved for Consideration:</p> <p></p> <hr/> <p>Sunita V. Cooke, Ph.D. Superintendent/President</p> |

BACKGROUND

On October 19, 2017, as the result of a competitive Request for Qualifications process, the MiraCosta Community College District Board of Trustees approved thirty-nine (39) Master Services Agreements for Architectural and Engineering Services, fourteen (14) Master Services Agreements for Geotechnical Engineering Services, and fourteen (14) Master Services Agreements for Civil Engineering and Related Services. Via the board’s approval of these Master Services Agreements (“MSA/MSAs”), the district established benches/pools of pre-qualified professional services firms, with maximum funding authority attached to each bench/pool, to provide on-call, as-needed services to the district within each firms’ respective discipline(s) related to the district’s ongoing capital improvement program. The board also approved a term of three (3) years, with two (2) additional one (1) year options at the district’s discretion for these MSAs.

The district subsequently exercised both one (1) year options, neither of which required a dollar amount increase to the originally approved maximum funding authority for any of the subject MSA benches/pools.

STATUS

The terms of the MSAs are set to expire on October 19, 2022. Education Code §81644 provides that the term of professional services agreements, such as the subject MSAs, is limited to five (5) years; however, California case law provides some exceptions to the statute if undertaking a competitive procurement process is futile, undesirable, impractical, impossible and/or if a competitive procurement will not produce an advantage. Thus, the district may

extend the term of the subject MSAs without undertaking a competitive procurement process upon making certain findings.

The Program Management Office advises that the following listed firms for which their MSAs will expire on October 19, 2022, are providing project specific services that will extend beyond October 19, 2022, and any disruption in these firms' ability to continue these services will lead to an interruption and delay in the completion of the subject projects.

| |
|------------------------------------------------------------------|
| Atlas Technical Consultants, Inc. |
| DLR Group |
| HPI Architecture, Inc. |
| SMS Geotechnical Solutions, Inc. |
| Lionakis, Inc. |
| Little Diversified Architectural Consulting, Inc. |
| Lord Architecture, Inc. |
| M Arthur Gensler Jr. & Associates Inc. |
| Michael J. Kant, A Professional Corporation dba MJK Architecture |
| Mosher Drew |
| NV5, Inc. |
| PBK Architects, Inc. |

Given the current and continuing trend of construction cost escalations, any delay to the completion of district projects will inevitably lead to the district paying more for these projects than originally budgeted, which could also negatively impact the district's capital improvement program budget on an overall basis. Thus, competitively procuring the services that are the subject of the above listed firms' MSAs proves to be undesirable and impractical.

Moreover, the financial terms of the above listed firms' MSAs will be unchanged by the extension of the term of the subject MSAs and neither district staff nor the PMO anticipate the need to initiate any new tasks orders once the project specific services being performed by the above listed firms' are completed. Thus, competitively procuring the services that are the subject of the above listed firms' MSAs is futile and will not produce an advantage.

Given the continued project specific need for these services by the above listed firms on the district's capital improvement program, the delay and interruption of which will almost certainly cost the district more money, the competitive re-procuring of such services as a result being undesirable, impractical, futile and will not produce an advantage, district staff and the PMO desire to extend the terms of the above listed firms' MSAs through December 31, 2024, which is the date by which the above listed firms' current project specific services will be completed.

Staff is not requesting a dollar amount increase to the previously approved maximum funding authority for any of the subject benches/pools by virtue of this request. Additionally, task orders for such services are in place and/or any requests for additional pricing regarding same will be vetted by the PMO.

RECOMMENDATION

Given the foregoing, district staff, the PMO and outside legal counsel recommend and request that the board take the following actions:

1. Approve Resolution No. 04-22/23 set forth below authorizing the extension of the term of the above referenced firms' Master Services Agreements; and

2. Authorize the vice president, administrative services to issue and execute amendments to these same Master Services Agreements memorializing the extension of the term of these Master Services Agreements to December 31, 2024.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 04-22/23

AUTHORIZING EXTENSION OF LISTED FIRMS' MASTER SERVICES AGREEMENTS

WHEREAS, on October 19, 2017, the MiraCosta Community College District ("District") Board of Trustees ("Board") approved thirty-nine (39) Master Services Agreements ("MSA/MSAs") for Architectural and Engineering Services, fourteen (14) Master Services Agreements for Geotechnical Engineering Services, and fourteen (14) Master Services Agreements for Civil Engineering and Related Services;

WHEREAS, the award of these MSAs was the result of a competitive Request for Qualifications process;

WHEREAS, the term of these MSAs is three (3) years, with two (2) additional one (1) year options at the District's discretion for these MSAs;

WHEREAS, the District has executed amendments to these MSAs exercising both one (1) year options extending the term of the MSAs to October 19, 2022;

WHEREAS, the services provided via these MSAs are professional services and limited to a maximum term of five (5) years pursuant to Education Code §81644;

WHEREAS, California courts recognize a legal exception to the statutory competitive procurement requirements when a public agency determines that doing so would be futile, undesirable, impractical, impossible, and/or would not produce an advantage (Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348); Meakin v. Steveland (1977) 68 Cal. App. 3d 493).

WHEREAS, the firms for which MSA term extensions are being sought are only those specific firms with current project specific work that will extend beyond the current MSA expiration date of October 19, 2022;

WHEREAS, neither District staff nor the PMO anticipate the need to initiate any new tasks orders once the project specific services being performed by the firms that are the subject of this Board item are completed;

WHEREAS, re-procuring the services of these specific firms will lead to interruption and delay in the subject firms' ability to deliver the project specific services and, thus, delay the completion of the subject projects;

WHEREAS, due to the ongoing construction cost escalations any delay to the completion of the subject projects will most certainly lead to higher project costs than originally budgeted;

WHEREAS, the firms for which MSA term extensions are being sought have certified that the information previously provided by those firms in their Statement of Qualifications submitted to District in response to District's competitive Request for Qualifications for the subject professional services remains true and correct or such firms that have not provided such certification and/or satisfactory explanation will not receive any extension(s);

WHEREAS, the firms for which MSA term extensions are being sought remain ready, willing and able to perform the subject services for the extended term;

WHEREAS, the financial terms of the MSA's for which extensions are being sought remain unchanged; and

WHEREAS, the proposed extension of the term of these specific MSAs does not require a dollar amount increase to the originally approved maximum funding authority for the subject MSA benches/pools.

NOW THEREFORE BE IT RESOLVED THAT:

1. The foregoing recitals and determinations are true, correct and incorporated herein by reference;
2. It would be futile, undesirable, impractical and not produce any advantage for the District to engage in a competitive procurement process to procure the services of the firms for which term extensions are being sought;
3. The District's vice president, administrative services is authorized to execute the required amendments on behalf of the District and to take such actions necessary to implement the intent of this resolution; and
4. The Board accepts and approves the recommendations of District staff, the Program Management Office and outside legal counsel as set forth above.

DATED, SIGNED AND APPROVED this 20th day of October 2022.

BOARD OF TRUSTEES OF THE
MIRACOSTA COMMUNITY COLLEGE DISTRICT

By: _____
Anna Pedroza,
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. 04-22/23, which was duly adopted by the Board of Trustees of the MiraCosta Community College District at a meeting thereof held on the 20th day of October 2022, and that it was so adopted by the following vote:


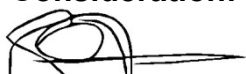
AYES:

NOES:

ABSENT:

ABSTENTIONS:

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

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Approve Parchment, LLC Services Agreement | Attachment: <ul style="list-style-type: none"> • Parchment Participating Agreement • FCCC Master Service Agreement |
| Category: Consent Items | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <input checked="" type="checkbox"/> 1 Goal 2 Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommended:  _____ Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

The Office of Admissions and Records (A&R) was approved to receive funding for its FY2022 resource allocation request to streamline printing and mailing degrees and certificates with Parchment, LLC (Parchment). Students are beginning to request digital diplomas and certificates, which they may attach to employment and networking sites such as LinkedIn. MiraCosta College does not currently have the capability to provide this service to students without Parchment. By contracting with Parchment, students will be able to track their diplomas, reorder diplomas without A&R staff intervention, and have the ability to print and download a digital diploma to attach to resumes and share on online job search and networking sites. This service removes the burden of printing and mailing diplomas (bachelor and associate degrees), certificates (certificate of achievement, certificate of proficiency, certificate competency, and certificate of completion), and high school diploma from A&R, the Office of Instruction, and Community Learning Center staff.

STATUS

California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as “piggyback”), obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district. Pursuant to Public Contract Code section 10298-10299 and 20653, the district may utilize cooperative purchasing agreements awarded through the Foundation for California Community College (FCCC) under contract #0000-4479 without competitive bidding. There is an annual subscription fee of \$35,841.60, and the printing services are invoiced based on use for each month. A&R requests to enter into an agreement starting now thru May 19, 2024. The total contract amount will not exceed \$195,523.

Funds to complete this purchase are budgeted within the A&R unrestricted general fund.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with entering into an agreement with Parchment, LLC and issuing purchase orders with a not to exceed amount of \$195,523 for the term of the agreement.



ORDER FORM - PARCHMENT AWARD SERVICES
Foundation for California Community Colleges - Participating Agreement

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Member: MiraCosta College | |
| Effective Date (if left blank, effective date is date signed by Member below): | Initial Order Term: 42 months |
| Member Contact Name: Mina Hernandez Member Address: One Barnard Drive Oceanside, CA 92056 Primary Contact Phone: 760-795-6797 Primary Contact Email: mina.hernandez@miracosta.edu | |
| Offer Expiration Date: The pricing and terms set forth in this Order Form expires on Aug 31, 2022 if not signed by Member on or prior to such date. | |
| Parchment Services: Parchment Award Services | |

Member hereby orders and subscribes to the Parchment Award Services as set forth and identified in one or more Statements of Work attached hereto as Exhibit A (the "**SOW**"), and the Parchment Terms and Conditions attached as Exhibit B to Exhibit B-1 (Master Services Agreement), attached and incorporated by reference into the Master Services Agreement between the Foundation for California Community Colleges and Parchment (the "**FCCC Master Agreement**"), effective as of the Effective Date above. Capitalized terms will have the meaning given to them in the Terms and Conditions. The Agreement is subject to the pricing discounts set forth in the FCCC Master Agreement.

The Initial Order Term of this Agreement will commence on the Effective Date and continue for the period of time set forth as the Initial Order Term above, at which point it will automatically renew for successive one (1) year terms unless either Party provides notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term.

| | |
|------------------------------|---------------------------------------|
| Parchment LLC | MiraCosta College |
| Name: Richard Smith | Name: Tim Flood |
| Signature: <i>Rick Smith</i> | Signature: <i>TF</i> |
| Title: Vice President & CFO | Title: Vice President Admin. Services |
| Date: 08 / 08 / 2022 | Date: 08 / 08 / 2022 |



EXHIBIT A
STATEMENT OF WORK - FCCC
PARCHMENT AWARD SERVICES - DIPLOMA SERVICES (digital and print subscription)

Member agrees to order and subscribe to the Parchment Award Services identified and described in this Statement of Work, in accordance with the fees and payment terms set forth below. **All fees are non-refundable, unless otherwise specified in the FCCC Master Agreement, including pre-paid subscription fees.** The Parchment Services listed in this Statement of Work provide the features and functionality set forth in each Parchment Services description, as applicable, and available as Attachment 1 to Exhibit B-1 (Master Services Agreement) of the FCCC Master Agreement

1. Annual Subscription Fee (digital and print).

1.1 **Parchment Award Services: Annual Subscription Fee.** Member shall pay an annual subscription fee of \$35,841.00, which covers the digital and print issuance of up the annual volume of the Credential types set forth in the table below.

The annual subscription fee is non-refundable and the Credential Requests provided pursuant to the subscription must be used up during each annual period during the Term. If the cumulative number of Credentials requested during each annual period during the Term exceeds the foregoing Credential Request limit, Member will pay a per Credential Request fee at the rates set forth in the table per Request for the overage for the remainder of the then-current subscription period, which will be invoiced by Parchment monthly in arrears.

1.2 **Payment Terms.** Prior to the end of each annual period during the Term of this Agreement, Member may adjust its annual subscription fee to reflect a new Request volume for the following annual period, upon mutual written agreement. Parchment will invoice Member for the Award Fee annually in advance following execution of this Agreement, and such invoiced amounts shall be due and payable within thirty (30) days of receipt of the applicable invoice.

1. Annual Subscription Fee (digital and print).

1.1 **Parchment Award Services: Annual Subscription Fee.** Member shall pay an annual subscription fee of \$35,841.00, which covers the digital and print issuance of up the annual volume of the Credential types set forth in the table below. As an additional incentive for Scrip-Safe by Parchment members, **expressly provided that the Member executes this Agreement on or prior to 8/31/2022**, the parties agree that the first subscription period in the Initial Term shall include 3-months at no additional cost to Member during which Member may issue up to 25% of its annual committed volume of diplomas as set forth in the table below. Thereafter, Member shall pay an annual subscription fee for the subsequent 12-month period covering the annual volume set forth in the table below.

After the initial 3-month incentive period described above, the annual subscription fee is non-refundable and the diploma provided pursuant to the subscription must be used up during each annual period during the Term. If the cumulative number of diploma requested during each annual period during the Term exceeds the foregoing diploma limit, Member will pay a per diploma fee at the rates set forth in the table per Request for the overage for the remainder of the then-current subscription period, which will be invoiced by Parchment monthly in arrears. Prior to the end of each annual period during the Term of this Agreement, Member may adjust its annual subscription fee to reflect a new Request volume for the following annual period, upon mutual written agreement.

1.2 **Payment Terms.** Parchment will invoice Member for the Design Fee following execution of this Agreement and for the initial Award Fee on the 3-months anniversary of the Effective Date, and thereafter annually in advance. Member shall pay all invoiced amounts within thirty (30) days of receipt of the applicable invoice.

| Credential Type and Details | Credential Size | Price Per Credential | Annual Volume | Annual Subscription Fee |
|-----------------------------|-----------------|----------------------|---------------|-------------------------|
| Diplomas | 8.5 x 11 | \$8.55 | 4192 | \$35,841.60 |



2. **Implementation Design Fee.** Member shall pay a one-time aggregate design fee of \$3,000.00 (the "**Design Fee**"), which is applied to produce the masthead foil, seal, or graphic artwork for 3 shell templates. Additional diploma shell templates will be subject to additional fees at a rate of 1,000.00 per diplomashell template. Parchment will invoice Member for the Design Fee following execution of this Agreement, which shall be due and payable within thirty (30) days of receipt of the applicable invoice. Additional fees for additional diplomashells will be invoiced to Member following the request for additional shell templates.

3. **Damaged Credentials.** Parchment will replace up to one (1) printed DIPLOMA per Credential Owner at no additional cost in the event such printed diploma is (i) reported in writing as "not received" after ten (10) business days by the recipient of the Credential to Parchment, or (ii) reported in writing as damaged or destroyed in transit by the recipient of the Credential to Parchment. Parchment will print and mail such replacement Credential within fifteen (15) business days of receipt of such written notification.

4. **DIPLOMA Replacement Orders.** The Credential Owner will pay a per Credential Fee for any replacement orders at the rates set forth in the rate table above, plus any surcharge and additional print and shipping fees as set forth in the table below.



4. **FCCC Regional Adoption Per Credential Pricing Discounts.** The fees and pricing set forth above is based on adoption within each of the 10 regions across the California Community College System, as provided in the FCCC Master Agreement. Pricing is inclusive of a digital and print diploma, envelope, cardboard insert and USPS Domestic Postage.

The parties agree and acknowledge that the fees set forth above are fixed from the Effective Date for a period of one (1) year. At the first anniversary date of the Effective Date, Member's pricing may be adjusted based on adoption across the Member's respective region in the California Community College System, in accordance with the table below. The price change will be calculated by Parchment based on its records and reflected as of the annual anniversary date.

| Pricing Tiers | Adoption by Region | Diploma/Certificate Rate |
|---------------|--------------------|--------------------------|
| Tier 1 | 0%-30% | \$8.55 |
| Tier 2 | 30.01%-61% | \$7.80 |
| Tier 3 | 61.01%-92.5% | \$7.05 |
| Tier 4 | 92.51%-100% | \$6.55 |

5. **PRINT AND PAPER DELIVERY SERVICES.** Following receipt of a valid recipient roster with all requested information, as set forth below, Parchment will process digital fulfillment and print and mail (USPS) fulfillment of the Credentials awarded under this Agreement. The Credential Owner or the Member may select the optional additional print and mail fulfillment options outlined below for the additional fees as outlined below, which will be invoiced monthly in arrears to the Member if elected by the Member:

| Additional Print and Shipping Fees (Optional and subject to additional fees) | Description | Fees |
|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bulk Shipping for Commencement Delivery (optional) | Per Batch (up to 1,000 diplomas/certificates per shipped box) Shipped via FedEx to campus with tracking (cost is per shipment) | Set at Parchment's current rates at the time of request for FedEx fulfillment, which are currently: \$100.00 |
| FedEx Priority (optional) | US domestic or international | Set at Parchment's current rates at the time of request for FedEx fulfillment, which are currently: \$30.00 (domestic) \$55.00 (International) |
| USPS International (optional) | International Postage | Set at Parchment's current rates at the time of request for USPS International fulfillment, which are currently: 9x12 Envelope: \$2.95 12x15 Envelope: \$8.90 Cardboard Tube: \$17.25 |
| Form Letter Insert (optional) | <ul style="list-style-type: none"> Insert a form letter into each diploma envelope On University/College letterhead provided to Parchment in digital format Size: 8.5x11 letters only | \$0.60 per letter |

| Additional Print and Shipping Fees (Optional and subject to additional fees) | Description | Fees |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------|
| Print and Shipping Fees (Included in per Credential Fee) | Description | Fees |
| Shipping Materials (included in the cost above) | Envelope Cardboard Insert to protect documents USPS Domestic Postage | \$0.89 \$0.29 \$1.03 |

6. MEMBER OBLIGATIONS; COHORT DATA.

6.1 Member agrees and acknowledges that it shall provide the reasonably requested cohort and roster information in a timely manner upon request by Parchment and from time to time during the Term as required for Parchment to perform the Parchment Services hereunder. The required roster information shall include: First Name, Last Name, DOB, and physical address. Member agrees to promptly provide any samples and design details or information reasonably requested by Parchment, including line art for creation of the seal die.

6.2 Member is responsible for and assumes the risk, responsibility, and expense of any liabilities resulting from the accuracy, quality, reliability, and legality of all requested cohort and roster data provided to Parchment by Member. Member acknowledges and agrees that it is responsible for the content of the diplomas and that Parchment will print and deliver the diplomas with the content provided to Parchment by Member. Accordingly, Parchment is not responsible for any inaccuracies in the Member-provided diploma, roster, and cohort data or the diploma content. Member agrees to comply with all applicable laws, including relevant privacy and data security laws, in accordance with its obligations under the Agreement. Member represents and warrants to Parchment that it has all necessary or required consents and authorization to share the relevant cohort and roster data with Parchment as set forth herein.

6.3 Following completion of Member's upload of the cohort and roster data, Member will receive digital sample diplomas for review. Member can review the digital sample diplomas in their administrative access to the Service and issue the digital diplomas through the Service. Once the Member has reviewed and initiated the digital issuance of the diplomas, Member will be deemed to have approved and accepted the digital and print diplomas. If Member rejects the diplomas, Member will notify Parchment of any errors and Parchment will correct such errors in a commercially reasonable time period and at no additional cost to Member.

6.4 Within fifteen (15) business days of the digital issuance of the diplomas as set forth above, Parchment will prepare the printed diplomas and mail (via USPS or via other methods as selected by Member and subject to payment of additional fees as set forth in Exhibit A) the diplomas directly to the designated recipients using the contact information (including mailing address) provided to Parchment by Member.

Signature Certificate

Reference number: HSNZK-ILQOR-83PLR-4ZYAD

| Signer | Timestamp | Signature |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Email: tflood@miracosta.edu</p> <p>Sent: 08 Aug 2022 21:47:36 UTC Viewed: 09 Aug 2022 01:21:35 UTC Signed: 09 Aug 2022 01:23:44 UTC</p> <p>Recipient Verification: ✓Email verified 09 Aug 2022 01:21:35 UTC</p> | |  <p>IP address: 72.199.148.49 Location: El Cajon, United States</p> |
| <p>Rick Smith Email: legal@parchment.com</p> <p>Sent: 08 Aug 2022 21:47:36 UTC Viewed: 09 Aug 2022 01:26:30 UTC Signed: 09 Aug 2022 01:26:43 UTC</p> <p>Recipient Verification: ✓Email verified 09 Aug 2022 01:26:30 UTC</p> | |  <p>IP address: 174.72.96.116 Location: Scottsdale, United States</p> |

Document completed by all parties on:
09 Aug 2022 01:26:43 UTC

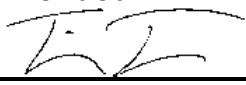
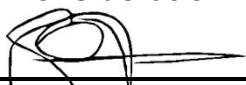
Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Approve George Brown College Partnership Agreement for Distance Education Certificate Programs | Attachment: Partnership Agreement |
| Category: Consent Items | Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> Information ✓ Consent Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ Goal 1 ✓ Goal 2 ✓ Goal 3 Goal 4 </div> |
| Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

For over fifteen years, the district’s community education and workforce development (CE&WD) has contracted with George Brown College (GBC) offering, in partnership, a selection of online courses for career and professional development, which provide work skill programs that prepare individuals to enter new career pathways. The courses offered include:

- Automation Technician
- Electronics Technician
- Electromechanical Technician
- PLC Technician
- Robotics Technician

The revenue split for students enrolled in these online courses go to support the CE&WD department overhead.

STATUS

The district entered into a partnership agreement in October 2020, with GBC based on their curriculum. Tuition fees will be shared among the parties as follows: MiraCosta College 35 percent and GBC 65 percent. The first two years of the contract cost totaled \$72,530.75. The remaining anticipated cost for years three thru five is \$89,000, for a total not to exceed value of \$161,530.75. Pursuant to the district’s AP 6340, all contracts valued more than the current public contract code formal bid level must be presented to the board for prior approval. Since year three of this agreement exceeds the bid level, the agreement is being presented to the board to be ratified.

| Fiscal Year | Amount |
|------------------------------|---------------------|
| 2020/21 | \$33,080.75 |
| 2021/22 | \$39,450.00 |
| 2022/23 | \$25,000.00 |
| 2023/24 | \$32,000.00 |
| 2024/25 | \$32,000.00 |
| Total Contract Amount | \$161,530.75 |

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with GBC with the total contract value not to exceed \$161,530.75.

**Partnership Agreement for
Distance Education Certificate Programs**

Between

George Brown College and Miracosta College

George Brown College (GBC) P.O. Box 1015, Station B Toronto, Ontario, Canada M5T 2T9 and **Miracosta College**, with its principal place of business at 1 Barnard Drive, Oceanside, CA 92056-3899 (PARTNER) hereby enters into an agreement to offer the Electronics, Electromechanical, Automation, Robotics, Programmable Logic Controllers (PLC) and PLC Technician II (PLC II) distance education certificate programs throughout the state of California, USA. The program is based on GBC's curriculum and will be delivered and supported by GBC staff.

GBC and PARTNER agree to the following:

Duties of GBC

- Develop and implement a Marketing Plan to market the programs and recruit students
- Provide licensing through exclusive agreements with software publishers for student use of multimedia course content, curriculum, simulation labs, and computer-based testing.
- Manage and oversee all aspects of technical support and tutorial support required for students to get certificates of completion from the program.
- Provide in-bound call center support and registration service which will satisfy registration criteria of PARTNER, while allowing students to register on an open enrollment basis
- Invoice PARTNER on a quarterly basis for registrations received based on Financial Terms outlined in this agreement.

Duties of PARTNER

- Develop and implement a Marketing Plan to market the programs and recruit students
- List the Certificate programs, including detailed course descriptions, in PARTNER'S print and web-based calendar publications and link to the partner-gbc.com website.
- Promote the programs through appropriate internal Partner channels including newsletters, publication, email blasts, open houses, online promotions etc.
- Provide a registration contact person to coordinate with GBC for registration processing and to resolve any student registration issues.
- Issue a Certificate of Completion to successful students, based on agreed upon standards and criteria.
- GBC shall not use the name of PARTNER, District, its officers, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of PARTNER.

Marketing

- GBC will develop, host, and maintain PARTNER'S custom website on GBC's web server and will provide access to this site via a link to be placed on PARTNER'S website subject to approval by the Partner.

- GBC will undertake its best efforts to promote the Certificate programs through SEO and web-based advertising (banner ads, sponsored links, etc.)
- GBC will provide PARTNER with templates of marketing materials for the programs, including content and images.
- PARTNER will undertake its best efforts to promote the Certificate programs on its web site, print based calendar publications and any other appropriate internal channels.
- PARTNER will provide GBC copies of its marketing material (i.e., course descriptions, logos, etc.) for the Certificate program to be utilized by GBC in its marketing efforts.
- GBC and Partner will conduct a marketing update phone call, on a quarterly basis, to address any administrative questions and to coordinate marketing efforts to increase registrations.

Financial Terms

- Total cost for the programs is indicated in Table 1-1, and will remain unchanged, unless mutually agreed upon, for the life of the agreement.
- PARTNER may charge other fees (i.e., Transcript fee, Registration fee, etc.) at the same rates charged in all PARTNER programs. PARTNER will inform GBC of any additional charges applied to students of these programs. Learning resources for each program consist of a downloadable Interactive Learning Package (ILP), pdf-based User guide, and other pdf-based resource material. Online resources include a website, forums and other materials. The entire fees for these resources shall be charged as material fees and shall be included as part of the total program cost. Material fees for the program ILPs are included in Table 1-1 figures.
- The program shall have two payment options: Full amount and Module-based (Pay-As-You-Learn). In the case of the Module-based option, students will pay for the ILP and the first Module upon initial registration and then for additional modules as they proceed through the program.

Table 1-1

| Program Title | Total Program Cost | ILP Fees | Tuition Fees |
|------------------------------|---------------------------|-----------------|---------------------|
| Electronics Technician | \$1800 | \$370 | \$1430 |
| Electromechanical Technician | \$1800 | \$370 | \$1430 |
| PLC Technician | \$1800 | \$375 | \$1425 |
| PLC II Technician | \$1800 | \$375 | \$1425 |
| Robotics Technician | \$1740 | \$480 | \$1260 |
| Automation Technician | \$1850 | \$515 | \$1335 |

Tuition fees will be shared among the parties as follows:

- PARTNER 35%,
- GBC 65%

Guarantees and Warrantees

- GBC is a fully accredited post-secondary institution, operating under the authority of the Government of Ontario, Ministry of Training Colleges, and Universities.
- PARTNER is a fully accredited post-secondary institution operating under applicable state and regional accrediting authority.

Duration and Termination of Agreement

- This agreement is for a period of Five years, beginning *October 1, 2020*.
- Both parties agree to review enrollment and revenue results at 18 months and then every year thereafter.
- Agreement will remain in force at least until this mid-point review.
- GBC or PARTNER can cancel these programs after the first 18 months with 4 months' notice. In the event of termination of the agreement, all students enrolled in the Certificate programs will be given an additional 1 year from the date of termination to complete the program and upon graduation receive their Certificate from PARTNER.

INSURANCE

A. The PARTNER shall procure and maintain, in full force and effect, professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. In addition, the PARTNER shall procure and maintain Workers' Compensation insurance to cover its employees in compliance with the statutory requirements of California law. Upon execution of this Agreement and separate written request, the PARTNER will furnish evidence of the foregoing coverage. However, proof of such insurance coverage will not constitute acceptance of PARTNER'S tender of defense of allegations of negligence against Student to the PARTNER.

B. GBC, at its sole expense, will procure and maintain in full force and effect professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. In addition, GBC shall procure and maintain Workers' Compensation insurance to cover its employees in compliance with the statutory requirements of California law.

C. Upon execution of this Agreement and separate written request, the Parties will furnish evidence of the foregoing coverage. All insurance policies must be endorsed to give each Party written notice of cancellation, termination, coverage reduction or any material change and the same shall be mailed to each Party. The obligations pursuant to this section shall survive termination or expiration of this Agreement.

COMPLIANCE

A. Both Parties agree to comply with all applicable State and Federal laws, rules and regulations, as they now exist or may hereafter be amended or changed, in the performance or carrying out of their obligations under this Agreement.

B. The GBC shall not use the name of the PARTNER, its officers, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of the PARTNER.

INDEPENDENT CONTRACTOR. In the performance of this Agreement, GBC shall act as an independent contractor. GBC shall perform the Services and obligations under this Agreement according to the GBC's own means and methods of work which shall be in the exclusive charge and under the control of GBC, and which shall not be subject to control or supervision by the PARTNER except as to the results of the work. GBC understands and agrees that he/she/it and all of his/her/its employees shall not be considered officers, employees or agents of the PARTNER, and are not entitled to benefits of any kind or nature normally provided employees of the PARTNER or to which PARTNER's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. GBC assumes the full responsibility for the acts and/or omissions of his/her/its employees or agents as they relate to the Services to be provided under this Agreement. GBC is not authorized to make any representation, contract or commitment on behalf of the PARTNER beyond describing the terms of the GBC-Miracosta partner program to prospective students and the accepting of student credit card transactions and payments for program tuition and learning materials.

CONFIDENTIALITY OF INFORMATION: The Parties agree not to release confidential information of the other Party, without the written consent of the other Party. This prohibition against release of information shall not apply to any information required to be released by law. The consent of the Parties is not required for release of information that is in the public domain. Obligations pursuant to this section shall survive termination or expiration of this Agreement.

INDEMNIFICATION: Each Party agrees to indemnify, defend and hold harmless the other against claims, demands, damages, and costs, including attorney and court costs, arising out of or resulting from its sole negligence or misconduct. In the event that a claim is made against both Parties, it is the intent of both Parties to cooperate in the defense of said claim and to cause the insurers to do likewise. However, both Parties shall have the right to take any and all actions they believe necessary to protect their interests. Obligations under this section shall survive termination or expiration of this Agreement.

NON-DISCRIMINATION: The Parties agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any other person on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735.

GOVERNING LAW: This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the PARTNER or GBC. Any legal proceedings brought to interpret or enforce the terms of this Agreement, shall be brought in San Diego County, California.

FORCE MAJEURE. The Contractor and PARTNER are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of GBC- Miracosta College Partner Agreement

God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

MEDIATION; ARBITRATION: Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will participate in good faith in mediation and agree to equally share all mediator fees. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration to be held in San Diego County, California, and to be governed by the Federal Arbitration Act (“FAA”). By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing Party shall be awarded all reasonable attorneys’ fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the Party prevailed on preclude a court from awarding attorneys’ fees and costs to the prevailing Party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

The Agreement and its Schedules and Attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Neither party may assign this Agreement without the prior express written consent of the other. Any purported assignment of this Agreement without the prior express written consent of the other party is void.

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the Province of Ontario.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, as of the day and year first written above.

PARTNER:

Signature 


Name: Tim Flood

Title: Vice President, Admin. Services

Miracosta College

Date Jun 4, 2021

GBC:

Signature 

Name: Colin Simpson

Title: Dean, Centre for Continuous Learning

George Brown College

Date: May 20th, 2021






Partner Program Partnership Agreement GBC-Miracosta 2021 Finalized CS signed

Final Audit Report



2021-06-04

| | |
|-----------------|--------------------------------------------|
| Created: | 2021-06-04 |
| By: | Brian Boynton (bboynton@miracosta.edu) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAkwIAVIAAXVOVQI8_WLGkmpZWIQkJTXI |

"Partner Program Partnership Agreement GBC-Miracosta 2021 Finalized CS signed" History

-  Document created by Brian Boynton (bboynton@miracosta.edu)
2021-06-04 - 6:06:02 PM GMT - IP address: 209.129.33.70
-  Document emailed to Tim Flood (tflood@miracosta.edu) for signature
2021-06-04 - 6:06:31 PM GMT
-  Email viewed by Tim Flood (tflood@miracosta.edu)
2021-06-04 - 7:47:31 PM GMT - IP address: 209.129.33.70
-  Document e-signed by Tim Flood (tflood@miracosta.edu)
Signature Date: 2021-06-04 - 7:49:03 PM GMT - Time Source: server- IP address: 209.129.33.70
-  Agreement completed.
2021-06-04 - 7:49:03 PM GMT



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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|---------------------------------------------|--------------------------------------------|--------|
| Subject: Approve Purchase for Network Switch Replacement/Upgrade Project | Attachment: ePlus Quote Dated 09/19/22 | | | | |
| Category: Consent Items | Type of Board Consideration: <table style="width:100%; border:none;"> <tr> <td style="width:33%; text-align:center;">Information</td> <td style="width:33%; text-align:center;"> <input checked="" type="checkbox"/> Consent </td> <td style="width:33%; text-align:center;">Action</td> </tr> </table> | Information | <input checked="" type="checkbox"/> Consent | Action | |
| Information | <input checked="" type="checkbox"/> Consent | Action | | | |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <table style="width:100%; border:none;"> <tr> <td style="width:25%; text-align:center;"> <input checked="" type="checkbox"/> Goal 1 </td> <td style="width:25%; text-align:center;">Goal 2</td> <td style="width:25%; text-align:center;"> <input checked="" type="checkbox"/> Goal 3 </td> <td style="width:25%; text-align:center;">Goal 4</td> </tr> </table> | <input checked="" type="checkbox"/> Goal 1 | Goal 2 | <input checked="" type="checkbox"/> Goal 3 | Goal 4 |
| <input checked="" type="checkbox"/> Goal 1 | Goal 2 | <input checked="" type="checkbox"/> Goal 3 | Goal 4 | | |
| Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President | | | | |

BACKGROUND

The district is in the process of its routine refresh/replacement of the Oceanside Campus data center network switch equipment. Existing equipment ranges from five (5) to seven (7) years old and is nearing technological “end of life” and manufacturer support. Academic Information Services (AIS) has identified new equipment to replace campus building distribution switches and add the additional capacity needed to bring the new Nursing and Allied Health, KHAN, Chemistry and Biotechnology, and Media Arts buildings online.

STATUS

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

Funds to complete this project are budgeted within the AIS department replacement budget. This purchase includes equipment and hardware/software maintenance with a procurement cost of \$155,910.41, including tax.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with the procurement with ePlus Technology, Inc. in accordance with the terms and conditions of Cisco NASPO ValuePoint DataCom Master Agreement #AR3227 and California Participation Addendum #7-20-70-47-01 at a cost not to exceed \$155,910.41.



Customer: MiraCosta College

ePlus Technology Quote

Quote issued by:

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

| Date of Quote | Valid for | Terms | Quote# | | |
|--------------------|-------------|-------------|------------|----------------|--|
| September 19, 2022 | 30 days | Net 30 Days | | | |
| Model Number | Description | Qty | Unit Price | Extended Price | |

This quote is pursuant to Cisco NASPO ValuePoint DataCom Master Agreement # AR3227 and California PA # 7-20-70-47-01.
 The GSPD 401IT – General Provisions – Information Technology Statement of Work terms apply to all orders and supersede the corresponding Sections of the GSPF401T terms. Authorized purchasers issuance of purchase order(s) is deemed acceptance of these Statement of Work Terms.

| Model Number | Description | Qty | Unit Price | Extended Price | |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----|--------------|------------------|----------------------|
| Catalyst 9500 - 2 StackWise Virtual Pairs - Each with: 48 x 25GbE Ports, 4 x 100GbE Ports, 5 Years of 24x7 SMARTnet | | | | | |
| C9500-48Y4C-A | Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage | 4 | \$ 11,742.00 | \$ | 46,968.00 |
| CON-SNTP-C9504YA4 | SNTP-24X7X4 Catalyst 9500 48-port 25/100G only, Adva - 5 Years | 4 | \$ 10,670.00 | \$ | 42,680.00 |
| C9K-F1-SSD-BLANK | Cisco pluggable SSD storage | 4 | \$ - | \$ | - |
| C9K-T1-FANTRAY | Catalyst 9500 Type 4 front to back cooling Fan | 8 | \$ - | \$ | - |
| C9500-NW-A | C9500 Network Stack, Advantage | 4 | \$ - | \$ | - |
| SC9500HUK9-176 | Cisco Catalyst 9500H XE.17.6 UNIVERSAL | 4 | \$ - | \$ | - |
| C9500-SSD-NONE | No SSD Card Selected | 4 | \$ - | \$ | - |
| C9K-PWR-650WAC-R | 650W AC Config 4 Power Supply front to back cooling | 4 | \$ - | \$ | - |
| C9K-PWR-650WAC-R/2 | 650W AC Config 4 Power Supply front to back cooling | 4 | \$ 1,092.00 | \$ | 4,368.00 |
| CAB-9K12A-NA | Power Cord, 125VAC 13A NEMA 5-15 Plug, North America | 8 | \$ - | \$ | - |
| C9500-DNA-48Y4C-A | C9500 DNA Advantage, Term License | 4 | \$ - | \$ | - |
| C9500-DNA-A-3Y | Cisco Catalyst 9500 DNA Advantage 3 Year License | 4 | \$ 5,869.00 | \$ | 23,476.00 |
| PI-LFAS-T | Prime Infrastructure Lifecycle & Assurance Term - Smart Lic | 12 | \$ - | \$ | - |
| PI-LFAS-AP-T-3Y | PI Dev Lic for Lifecycle & Assurance Term 3Y | 12 | \$ - | \$ | - |
| NETWORK-PNP-LIC | Network Plug-n-Play Connect for zero-touch device deployment | 4 | \$ - | \$ | - |
| QSFP-100G-AOC10M | 100GBASE QSFP Active Optical Cable, 10m | 8 | \$ 1,224.00 | \$ | 9,792.00 |
| QSFP-100G-AOC5M | 100GBASE QSFP Active Optical Cable, 5m | 4 | \$ 1,224.00 | \$ | 4,896.00 |
| SFP-10G-AOC5M | 10GBASE Active Optical SFP+ Cable, 5M | 2 | \$ 140.00 | \$ | 280.00 |
| 25GbE SFPs | | | | | |
| SFP-10/25G-LR-S | 10/25GBASE-LR SFP28 Module | 12 | \$ 1,067.00 | \$ | 12,804.00 |
| DNA Center Appliance | | | | | |
| ALC-DNAC-OFFER | Requires Advantage or Premier Subscription Purchase | 1 | \$ - | \$ | - |
| DN2-HW-APL-U | Cisco DNA Center Appliance 44 Core-- Upgrade (Gen 2) | 1 | \$ - | \$ | - |
| CON-L1NBD-DN2HWPL | CX LEVEL 1 8X5XNBD Cisco DNA Center Appliance (Gen 2) - 44 C - 1 Year | 1 | \$ 4,120.00 | \$ | 4,120.00 |
| DN2-CPU-I6238 | Intel 6238 2.1GHz/140W 22C/30.25MB DCP DDR4 2933 MHZ | 4 | \$ - | \$ | - |
| DN2-SW-2.2.3 | Cisco DNA Center SW 2.2.3 | 1 | \$ - | \$ | - |
| DN2-MSTOR-SD | Mini Storage Carrier for SD (holds up to 2) | 2 | \$ - | \$ | - |
| DN2-SD-64G-S | 64GB SD Card for UCS Servers | 1 | \$ - | \$ | - |
| DN2-MR-X32G2RT-H | 32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v | 1 | \$ - | \$ | - |
| SFP-10G-SR-S | 10GBASE-SR SFP Module, Enterprise-Class | 2 | \$ - | \$ | - |
| DN2-SD480G6I1X-EV | 480GB 2.5 inch Enterprise Value 6G SATA SSD | 1 | \$ - | \$ | - |
| DN2-HW-APL-LIC | DNAC Appliance License - 44 Core | 6 | \$ - | \$ | - |
| DN2-SD19T61X-EV | 1.9TB 2.5 inch Enterprise Value 6G SATA SSD | 2 | \$ - | \$ | - |
| DN2-PSU1-770W | Cisco UCS 770W AC Power Supply for Rack Server | 1 | \$ - | \$ | - |
| DN2-RAID-M5 | Cisco 12G Modular RAID controller with 2GB cache | 4 | \$ - | \$ | - |
| CAB-C13-CBN | Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors | 1 | \$ - | \$ | - |
| DN2-PCIE-IQ10GF | Intel X710 quad-port 10G SFP+ NIC | 2 | \$ - | \$ | - |
| DN2-TPM2-002 | Trusted Platform Module 2.0 for UCS servers | 1 | \$ - | \$ | - |
| DN2-PCIE-ID10GF | Intel X710-DA2 dual-port 10G SFP+ NIC | 1 | \$ - | \$ | - |
| | | | | Subtotal: | \$ 149,384.00 |

| | |
|---------------------|----------------------|
| TOTAL: | \$ 149,384.00 |
| TAX: | \$ 6,526.41 |
| SHIPPING: | \$ - |
| GRAND TOTAL: | \$ 155,910.41 |



Customer: MiraCosta College

ePlus Technology Quote

Quote issued by:

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

| | | | | | |
|--------------------------------------------|-----------------------------|-----------------------------|-----------------------------|-------------------|-----------------------|
| Date of Quote September 19, 2022 | Valid for 30 days | Terms Net 30 Days | Quote# [REDACTED] | | |
| Model Number | Description | | Qty | Unit Price | Extended Price |

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

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



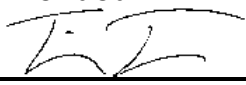
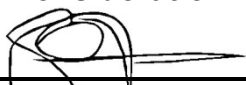
Authorization Acceptance and Date

PO / Reference Number

Print Name

Title

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

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Approve Kitchell Agreement for Non-Bond Related Program and Construction Management Services | Attachment: Kitchell Basic Services Agreement |
| Category: Consent Items | Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="text-align: center;">  Goal 1 Goal 2 Goal 3 Goal 4 </div> |
| Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

On April 20, 2017, the board approved the award of request for qualification/proposal #05-17 to Kitchell CEM, Inc. for program and construction management services for the district’s Measure MM capital improvement program. In addition to the needs of the Measure MM capital improvement plan, facilities staff have identified the need for program and construction management services for capital and deferred maintenance projects not funded through Measure MM.

STATUS

California Government Codes 4525 and 4526 require the special services provided by architectural, landscape architectural, engineering, environmental, land survey services, and construction project management services must be awarded through a fair and competitive process, demonstrated with the Measure MM solicitation. The use of Kitchell CEM, Inc. for projects outside of those identified as part of Measure MM scope provides streamlined support to facilities staff due to the alignment with current district standards and practices.

The anticipated annual cost is \$75,000 for five years, with a total contract not to exceed amount of \$375,000. Funds for this service are budgeted within the facilities capital improvement budget.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with the agreement with Kitchell CEM, Inc. in a total contract amount not to exceed \$375,000.



This Basic Services Agreement ("Agreement") is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California ("District") and **Kitchell** ("Contractor"). District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services described in this Agreement, is properly licensed or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

WHEREAS, the District desires to engage Contractor for the purpose of performing the Services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

- 1. Services to be provided by Contractor.** Contractor shall perform the services for the District as set forth in this Agreement and in the attached Exhibit A, which is fully incorporated into this Agreement by this reference (collectively "Services"), and in accordance with the terms and conditions in this Agreement. Contractor agrees to perform the Services consistent with the professional skill and care of Contractor's profession and in compliance with all applicable laws and regulations. All of Contractor's activities will be at its own risk and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor's employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor's employees, agents, consultants, or subcontractors from the District's facilities upon the District's instruction, as determined by the District in its sole discretion, for any or no reason. Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services.
- 2. Time is of the Essence.** Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement. Contractor shall promptly notify the District of any expected delay in the performance of Services.
- 3. Term.** This Agreement will begin and will be completed by the dates specified in Exhibit A. Completion of the Services, including all deliverables as described in Exhibit A, must be made to the satisfaction of the District.
- 4. Compensation.** The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in Exhibit A.
- 5. Licenses and Permits.** Contractor and all of Contractor's employees, agents, consultants, and subcontractors, will secure and maintain in force throughout the term of this Agreement all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.



6. Taxes. Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.

7. Expenses and Equipment. Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

8. Independent Contractor. In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

9. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to COVID-19, or other viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements, including those related to preventing exposure to COVID-19, at all times. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment ("PPE"), and other

workplace standards that apply to preventing occupational exposure to COVID-19 or other viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold District harmless from any claims, demands, or liabilities (including attorneys' fees and costs), brought by Contractor's employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District's facilities or performing Services for the District, including exposure to COVID-19 or other viral or bacterial agents, or in any way arising out of or related to being present or performing services at District's property. Contractor, its employees, and/or its subcontractors will, at all times, comply with the District's COVID-19 protocols while at any of the District's property locations: <http://miracosta.edu/contractor-covid-protocols>

10. Termination. District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or prior to the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services.

11. Ownership of Work Product. The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the Services, including any intellectual property, systems, materials, documents, or other work product performed, produced, or created under this Agreement or related to the Services (collectively "Work Product"). Contractor assigns to District any and all rights Contractor could have, may have, or does have, in the Work Product, and District shall have all right, title, and interest in the Work Product, including the right to secure and maintain the copyright, trademark, and patent of the Work Product. The District shall be permitted, in its sole discretion, to reproduce, distribute, modify, and use the Work Product in any manner desired. Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.

12. Limitation of Liability. The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement.

13. Indemnification and Hold Harmless. To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys' fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury, damages or injuries/illnesses, including COVID-19, wrongful death, contractual liability, infringement of a third party's intellectual property rights, or damage to property ("Claim"), arising from or related to any act or omission of Contractor or its employees, officers, consultants, agents, subcontractors, or volunteers, except the extent that a Claim is caused by the District's gross negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.

14. Insurance. Contractor must procure and maintain during the term of the Agreement, and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

- a. **Commercial General Liability Insurance.** Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);
- b. **Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.
- c. **Workers' Compensation and Employers' Liability Insurance.** In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence (accident) and \$1,000,000 per employee (disease).
- d. **Professional Liability Insurance (If applicable to type of service).** Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractor's employees, agents, consultants, or subcontractors.
- e. **Cyber Liability (If applicable to type of service).** Minimum limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- f. **Proof of Insurance and Insurance Terms.** Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds, and each Certificate of Insurance shall so specify. Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance



retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

15. Confidential Information. Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors 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, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless otherwise required by law. Contractor will immediately notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.

16. Disabled Accessibility and Electronic and Information Technologies. Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement. Contractor and any of its agents, consultants, and subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

17. Non-Discrimination. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status or any other category protected by law. Contractor agrees to require like compliance by all hired agents, consultants, and subcontractors.



18. Complaints and Investigations. Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.

19. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

20. Audit. Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

21. Registration for Public Works. If Contractor is performing a public work, as defined by California Labor Code Section 1720, Contractor must comply with all applicable rules and regulations, including adhering to the requirements of California Labor Code Section 1725.5 (Department of Industrial Relations Contractor Registration), as a prerequisite to performing any Services under this Agreement.

22. Advertising. Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

23. Notice. All notices required or permitted to be given under this Agreement by either Party to the other, shall be deemed to have been given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:

Mina Hernandez
Director, Purchasing & Material Management
MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056

For Contractor:

Contact information as referenced in Exhibit A



Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

24. Non-Waiver. The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

25. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

26. Conflict of Interest and Prohibited Interests. The District reserves the right, to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate any Contractor or Contractor employee, if any such conflict is discovered.

27. Governing Law. This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

28. Force Majeure. Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, such as COVID-19, or other events that are outside of a Party's reasonable control, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during a force majeure event.

29. Disputes. Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

30. Mediation; Arbitration. The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties



understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

31. Successors; No Assignment. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.

32. Entire Agreement. This Agreement and its Exhibits constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit or other attachment to this Agreement or other documents related to the Services, the provisions of the body of this Agreement shall prevail.

33. Recitals. The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.

34. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

35. Authority. Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the dates set forth below.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

**CONTRACTOR
Kitchell**

Signature: _____
Name: Tim Flood
Title: Vice President, Administrative Services
Date: _____

Signature: _____
Name: David Giannelli
Title: Senior Vice President
Date: 8/31/2021



EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION

Contractor:

Kitchell
David Dunn
2450 Venture Oaks Way, Suite 500
Sacramento, CA 95833
916.648.9700
ddunn@kitchell.com

District Point of Contact:

Tom Macias
Oceanside Campus: MiraCosta College, 1 Barnard Drive, Oceanside, CA 92056
760.795.6691
tmacias@miracosta.edu

Agreement Period:

Start Date: 7/1/2022
End Date: 6/30/2027

Scope of Work - Description of Services and Deliverables:

- Description: Non-Bond project management
- Deliverables: Project and construction management services as outlined on proposal for capital projects, operational projects and deferred maintenance projects as assigned and as needed.
- Milestones: Varies on each project
- Additional Responsibilities: Provide updates as needed and manage timeline set by the district
- District Responsibilities: Provided necessary access, requested information in relation to the project as needed

Rate and Method of Payment:

Amount \$75,000.00 per: Annual
Total Not to Exceed Cost for Agreement: \$375,000.00

Payment and Compensation Terms:

Invoices. Contractor will submit monthly invoices to District's Point of Contact with supportive documentation that evidences the services and work that Contractor performed and all costs or expenses set forth in the invoice. District will pay Contractor all undisputed amounts owed within 30 days of the District's receipt of the invoice from the Contractor.

Additional Services. The Parties agree the District will not pay Contractor for any additional services performed without the District's prior written approval for those additional services.

| | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------|--------|--------|
| Subject: Adopt Resolution No. 5-22/23: Intent to Adopt Grant of Easement to SDG&E for Installation of Electric Vehicle Charging Facilities on Oceanside Campus | Attachment: <ul style="list-style-type: none"> • Resolution No. 5-22/23 • Exhibit 1 - Program Participation Agreement with SDG&E • Exhibit 2 - Grant of Easement | | | | |
| Category: Action Items | Type of Board Consideration: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Information</td> <td style="text-align: center;">Consent</td> <td style="text-align: center;">Action </td> </tr> </table> | Information | Consent | Action | |
| Information | Consent | Action | | | |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Goal 1</td> <td style="text-align: center;">Goal 2 </td> <td style="text-align: center;">Goal 3</td> <td style="text-align: center;">Goal 4 </td> </tr> </table> | Goal 1 | Goal 2 | Goal 3 | Goal 4 |
| Goal 1 | Goal 2 | Goal 3 | Goal 4 | | |
| Recommended: <hr style="width: 80%; margin: 0 auto;"/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration: <hr style="width: 80%; margin: 0 auto;"/> Sunita V. Cooke, Ph.D. Superintendent/President | | | | |

BACKGROUND

Under the Clean Energy and Pollution Reduction Act of 2015, the California Public Utilities Commission (“CPUC”), in consultation with the Energy Commission and state board, is required to direct electrical corporations to file applications for programs and investments to accelerate widespread transportation electrification to reduce dependence on petroleum, meet air quality standards, achieve the goals set forth in the Charge Ahead California Initiative, and reduce emissions of greenhouse gases to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050.

To further promote these transportation electrification goals, the State Legislature in 2017 adopted AB 1082, which added Section 740.13 to the Public Utilities Code encouraging electrical corporations to develop programs for the installation of electrical grid integrated charging stations at school facilities and other educational institutions. Consistent with the goals of AB 1082, the San Diego Gas and Electric Company, a corporation (“SDG&E”) has established its Power Your Drive for Schools EV Charging Program (“Program”) as approved by the CPUC.

Generally, the Program provides that SDG&E will provide no cost design, installation and operation of SDG&E infrastructure and EV charging equipment on the MiraCosta College Oceanside campus for eight years. Specifically, nine Level 2 charging stations would be installed on the Oceanside campus without cost to the district. The facilities would be operated by an SDG&E contractor, which will handle the billing of users and be responsible for operation of the system and payment of all utility charges.

At the end of the 8-year term, the district would have the option to purchase the system or have it removed by SDG&E

STATUS

The terms of the agreement have been negotiated to the satisfaction of district staff. The form of the Program Participation Agreement is attached. To proceed with the agreement, the district would be required to provide SDG&E with an easement for the installation of the underground electrical lines and the related equipment. As the infrastructure and related services provide value to the district, these items would be considered adequate consideration for the proposed grant of easement to the utility.

Under the applicable provisions of the Education Code, approving a grant of a property right in district property, including the easement sought here, is a two-step process. First, the board must adopt, by a two-thirds vote, a resolution expressing its intent to grant the easement. As part of this first step, the board must also set a date for a future public board meeting to give its final authorization of the agreement and Grant of Easement. Public notices must be posted and published in a newspaper of general circulation before that second meeting. The second step would be taken at the next board meeting, following public comment, to authorize the agreement and Grant of Easement. That authorization would also require a two-thirds vote.

Accordingly, board approval is being sought to obtain here a resolution expressing the intent of the board to approve the Grant of Easement and the related Program Participation Agreement with SDG&E. The resolution would also set the next board meeting, November 17, 2022, as the meeting to provide final authorization.

To allow the project to proceed, staff recommend that the board approve the resolution expressing the intent to approve these actions.

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."

Education Code Section 81311 requires the approval of at least two-thirds of the district's governing board to adopt the proposed resolution. Section 81212 provides that the public be notified of the next board meeting in which the board may provide its final approval of the easement rights to SDG&E.

RECOMMENDATION

Adopt Resolution No. 5-22/23 expressing the intent of the board to approve the Program Participation Agreement with SDG&E and related Grant of Easement.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 05-22/23

INTENT TO ADOPT GRANT OF EASEMENT TO SAN DIEGO GAS AND ELECTRIC COMPANY, A CORPORATION (“SDG&E”), FOR ELECTRICAL FACILITIES AND INFRASTRUCTURE AT THE OCEANSIDE CAMPUS

WHEREAS, as part of the Clean Energy and Pollution Reduction Act of 2015, the California Public Utilities Commission (“CPUC”), in consultation with the Energy Commission and state board, is required to direct electrical corporations to file applications for programs and investments to accelerate widespread transportation electrification to reduce dependence on petroleum, meet air quality standards, achieve the goals set forth in the Charge Ahead California Initiative, and reduce emissions of greenhouse gases to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050; and

WHEREAS, to further promote these transportation electrification goals, the State Legislature in 2017 adopted AB 1082 which added Section 740.13 to the Public Utilities Code encouraging electrical corporations to develop programs for the installation of electrical grid integrated charging stations at school facilities and other educational institutions; and

WHEREAS, consistent with the goals of AB 1082, the San Diego Gas and Electric Company, a corporation (“SDG&E”) has established its Power Your Drive for Schools EV Charging Program (“Program”) as approved by the CPUC; and

WHEREAS, in support of California’s goal to reach 1.5 million zero-emission vehicles by 2025 and infrastructure to support more than 5 million zero-emission vehicles by 2030, SDG&E and the MiraCosta Community College District (“MiraCosta”) desire to participate in the Program; and

WHEREAS, under the terms of the Program, SDG&E desires to provide no cost design, installation and operation of SDG&E infrastructure and EV charging equipment on the MiraCosta Oceanside campus; and,

WHEREAS, the system will provide highly desired charging facilities for students, staff, and safety personnel who increasingly are using electric vehicles to travel and/or to work at the Oceanside campus; and

WHEREAS, MiraCosta staff and SDG&E have negotiated terms related to the installation, maintenance and operation of the Program’s system components which have been made part of a proposed written Program Participation Agreement which is attached hereto and marked as “Exhibit 1”; and,

WHEREAS, in exchange for the services provided by SDG&E being fair and just consideration therefor, MiraCosta would provide a Grant of Easement to SDG&E (RW 372590) which is attached hereto and marked as “Exhibit 2” to provide electrical power and supporting infrastructure for the EV charging equipment; and

WHEREAS, the property rights to be conveyed will facilitate the proposed Program on the Oceanside campus; and





WHEREAS, approval of the Grant of Easement is to the district’s benefit, and it will not adversely affect the district in any respect or the environment; 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 ... 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 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 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 enter into the Program Participation Agreement which is attached hereto and marked as “Exhibit 1” with the San Diego Gas and Electric Company, a corporation (“SDG&E”).
- Section 2: That the board further declares its intention to grant SDG&E easements for the purpose of constructing, using, maintaining, and operating electric vehicle charging stations as more fully set forth in that Grant of Easement attached hereto and marked as “Exhibit 2.”
- Section 3: That a public hearing on this matter shall be held at the regularly scheduled meeting of the Board of Trustees to be held on November 17, 2022.
- Section 4: That pursuant to Education Code § 81312, notice of adoption of this resolution and of the time and place of holding the meeting shall be given by posting copies of this resolution signed by the members of the board, or by a majority thereof, in three public places in the district not less than 10 days before the date of the meeting, and by publishing the notice once not less than five days before the date of the meeting in a newspaper of general circulation, published in the district, if there is one, or, if there is no such newspaper published in the district, then in a newspaper published in the county in which the district or any part thereof is situated and having a general circulation in the district.

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Ratify and Approve Contracts and Purchase Orders | Attachment: Contract and Purchase Order Ratification List |
| Category: Consent Items | Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="text-align: center;">  Goal 1 Goal 2 Goal 3 Goal 4 </div> |
| Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

Board Policy 6330—Purchasing and Contracts requires, in part, that all contracts valued at more than the current bid level, as specified in Public Contract Code §20651 et seq. calendar year 2022 = \$99,100), will be presented to the Board of Trustees for prior approval, but that contracts valued at less than the current Public Contract Code bid level may be presented to the board for ratification rather than prior to execution. All contracts ratified by the board shall be deemed to be fully executed district commitments and may not be subsequently cancelled, withheld or amended, unless determined by the vice president, administrative services to be a legally unenforceable obligation.

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

In accordance with Public Contract Code §22000 et seq. and Board Resolutions #13-10/11 and #14-10/11, the district may procure public works using the California Uniform Public Construction Cost Accounting Act (CUPCAA) 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
August 23, 2022 – September 26, 2022**

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

| CUPCAA POs from \$5,000 – \$200,000 | | | |
|--------------------------------------------|----------------------------|-----------------------------------------------------|---------------|
| PO # | Vendor | Description | Amount |
| 22003510_PO | Seyed Mohammad Ali Shahabi | Propagation Green House Repairs (Fac) | \$69,250.00 |
| 22003509_PO | ACCO Engineered Systems | Replacement of 4800 Boiler (Fac) | \$57,946.00 |
| 22003442_PO | H2I Group, Inc | Equipment and Installation (Fac) | \$54,487.63 |
| 22003570_PO | Maurice Gannon | Stadium Flatwork (Fac) | \$21,000.00 |
| 22003602_PO | Maurice Gannon | Wellness/4C Crosswalk Access & 2400 Gutter (Fac) | \$18,400.00 |
| 22003400_PO | Maurice Gannon | Lot 4C Access Ramp (Fac) | \$14,400.00 |
| 22003558_PO | Maurice Gannon | Lot 3C Lifting Stamped Concrete Demo (Fac) | \$14,200.00 |
| 22003399_PO | Maurice Gannon | Lot 3E Slab & Retaining Wall (Fac) | \$13,200.00 |
| 22003325_PO | Chem Pro Laboratory Inc | Chem Feeder, Check Valve and Flushing Project (Fac) | \$5,994.92 |

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

| Emergency Repair Contracts Without Bid | | | |
|-----------------------------------------------|-----------------------|--------------------|---------------|
| PO # | Vendor | Description | Amount |
| | No Entries This Month | | |

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

| POs from \$25,000 – \$99,100 | | | |
|-------------------------------------|----------------------------------|-----------------------------------|---------------|
| PO # | Vendor | Description | Amount |
| 22003642_PO | Probolsky Research LLC | Advertising (PIO) | \$98,500.00 |
| 22003327_PO | CDW Government Inc | Equipment (AIS) | \$60,101.92 |
| 22003209_PO | North State Environmental | Services / Supplies (Fac) | \$49,974.25 |
| 22003282_PO | NV5 Inc | Site Survey (Fac) | \$40,000.00 |
| 22003345_PO | Mod Research Consulting LLC | Contract Services (Career Ed) | \$40,000.00 |
| 22003407_PO | Nick Schrock | Contract Services (Workforce Dev) | \$40,000.00 |
| 22003370_PO | Accenture LLP | Contract Services (Bus Admin) | \$39,600.00 |
| 22003287_PO | Parchment LLC | Contract Services (Admin & Rec) | \$35,841.00 |
| 22003394_PO | Bonnie Peters | Contract Services (Stud Serv) | \$35,000.00 |
| 22003446_PO | PREMIUM OUTLET PARTNERS | Advertising (PIO) | \$30,750.00 |
| 22003364_PO | (W)right On Communications, Inc. | Advertising (PIO) | \$30,000.00 |
| 22003393_PO | Acumen Enterprises Inc | Contract Services (Fin Aid) | \$30,000.00 |
| 22003471_PO | Grand Pacific Carlsbad Hotel, LP | Contract Services (Pres) | \$29,959.25 |

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 |
| 22003530_PO | TK Elevator Corp | Maintenance Agreement (Fac) | \$24,612.00 |
| 22003326_PO | Sutton Environmental Services | Services (Fac) | \$23,800.00 |

| | | | |
|-------------|-----------------------------|------------------------------|-------------|
| 22003740_PO | Dell Marketing L P | Equipment (Library) | \$23,312.63 |
| 22003741_PO | CENGAGE Learning Inc / Gale | Supplies (Comm Ed) | \$18,606.76 |
| 22003217_PO | ASR Analytics LLC | Contract Services (Inst Res) | \$15,165.00 |
| 22003219_PO | Reward Strategy Group, Inc. | Contract Services (HR) | \$15,000.00 |
| 22003723_PO | Pearson Education | Instructional Supplies (ESL) | \$14,398.27 |
| 22003329_PO | Lawnmowers Plus Inc | Supplies/Equipment (Fac) | \$11,014.00 |
| 22003409_PO | Loomis Armored US, LLC | Contract Services (Cash) | \$10,000.00 |
| 22003523_PO | Lourdes F. Alarcon | Contract Services (PIO) | \$10,000.00 |

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 |
| 22003662_PO | Empowering Latino Futures | Advertising (PIO) | \$9,742.50 |
| 22003656_PO | Social Solutions Global Inc | Contract Services (TCI) | \$9,673.65 |
| 22003237_PO | Tortoro Enterprises, Inc. | Contract Services (Stud Serv) | \$8,634.57 |
| 22003506_PO | Next Gen Web Solutions | Software Licensing (Fin Aid) | \$8,470.00 |
| 22003483_PO | TrainerAngie.com, LLC | Contract Services (Board of Trustees) | \$8,000.00 |
| 22003250_PO | Relationships at Work Inc | Contract Services (Risk) | \$7,500.00 |
| 22003284_PO | Modern Campus USA, Inc. | Contract Services (PIO) | \$7,500.00 |
| 22003658_PO | Pacific Coast Athletic Conference | Membership (KHAN) | \$7,500.00 |
| 22003518_PO | CDW Government Inc | Instructional Equipment (Math) | \$7,496.54 |
| 22003474_PO | iContact Marketing Corp | Advertising (PIO) | \$7,436.78 |
| 22003562_PO | Scenario Learning LLC | Software Maintenance (Infra) | \$7,276.85 |
| 22003356_PO | Kiddie Academy Childcare Learning Center | Financial Aid – Non-Cash (EOPS) | \$7,000.00 |
| 22003470_PO | Agile Sports Technologies, Inc. | Maintenance Agreement (KHAN) | \$7,000.00 |
| 22003449_PO | SDICCCA | Membership (Pres) | \$7,000.00 |
| 22003335_PO | IDP Connect | Supplies (Stud Supp) | \$6,798.10 |
| 22003521_PO | Digital Pro Inc | Supplies (Stud Supp) | \$6,798.10 |
| 22003244_PO | GoEngineer, LLC | Software (TCI) | \$6,776.46 |
| 22003440_PO | Mitchell Test & Safety Inc | Equipment (Auto Tech) | \$6,528.95 |
| 22003458_PO | Gavin D. Pringle | Contract Services (Math & Scien) | \$6,500.00 |
| 22003226_PO | Academic Senate for California Community Colleges | Membership (Pres) | \$6,341.89 |
| 22003667_PO | CulinArt Group | Blanket PO (Stud Serv) | \$5,412.50 |
| 22003214_PO | Chinasa Elue | Contract Services (Stud Equ) | \$5,000.00 |
| 22003331_PO | Veronica Gerace | Contract Services (Career Ed) | \$5,000.00 |
| 22003661_PO | Oceanside Chamber Of Commerce | Membership (PIO) | \$5,000.00 |
| 22003669_PO | Denise Tanguay | Contract Services (PIO) | \$5,000.00 |

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

| Change Orders | | | |
|----------------------|-----------------------|--------------------|---------------|
| PO # | Vendor | Description | Amount |
| | No Entries This Month | | |

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

| Construction Contract Change Orders | | | |
|--------------------------------------------|----------------------------|---------------------------------------|---------------|
| PO # | Vendor | Description | Amount |
| 22003510_PO | Seyed Mohammad Ali Shahabi | Propagation Green House Repairs (Fac) | \$20,000.00 |

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.

| Misc. Agreements, MOUs and Grants | | | |
|------------------------------------------|------------------------|-----------------------------------------------|---------------|
| PO # | Vendor | Description | Amount |
| N/A | Johnson Controls, Inc. | Alternative Energy Systems | \$50,000.00 |
| N/A | Facilitron, Inc. | Online Facilities Rental Storefront Agreement | Zero |

| | |
|-------------------------------------------------------------|--|
| Total Contract Expenditures: \$1,189,900.52 | |
| Total MOU Expenditures: \$50,000.00 | |
| Ratify MCC purchase orders 22003226 through 22003751 | |

**Capital Improvement Program Contract and Purchase Order Ratification List
August 23, 2022 – September 26, 2022**

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

| CUPCAA POs from \$5,000 – \$200,000 | | | |
|--------------------------------------------|-----------------------------|-----------------------------------|---------------|
| PO # | Vendor | Description | Amount |
| 22002670_PO | Weiland and Associates Inc. | 04112 Landscape Services (SAN) | \$44,756.00 |
| 22003307_PO | Maurice Gannon | 04202 Exterior Improvements (OCN) | \$16,500.00 |
| 22003583_PO | Botsford Construction Inc | 04103 Misc. Improvements (SAN) | \$9,510.00 |

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 | | | |
|--------------------------|-----------------------|---------------------------------------------|---------------|
| PO # | Vendor | Description | Amount |
| 22003228_PO | EKC Enterprises, Inc. | 04204 Equipment for Health & Wellness (OCN) | \$86,692.10 |
| 22003633_PO | Class Leasing LLC | 04207 FY22/23 Lease (OCN) | \$38,710.00 |
| 22003632_PO | Williams Scotsman Inc | 04244 FY22/23 Temporary Facilities (OCN) | \$25,148.15 |

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 |
| 22003229_PO | Bell Blueprint | Printing Services (OCN) | \$24,897.50 |
| 22003223_PO | Bell Blueprint | 03722 FY22/23 Program-wide Printing Services | \$13,531.25 |

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 |
| 22003187_PO | Parron Hall Office Interiors | 04244 Furniture (OCN) | \$8,756.34 |
| 22003224_PO | Union Tribune Publishing Co | FY22/23 OC Campus Bid Advertising (OCN) | \$7,000.00 |
| 22003203_PO | Union Tribune Publishing Co | Legal Ad for Bids in San Elijo Campus (SAN) | \$5,000.00 |
| 22003450_PO | Division of the State Architect | 04244 Plan Check Review (OCN) | \$3,912.50 |
| 22003584_PO | Pro Link Engineering Inc | 04205 Specialty Consulting (OCN) | \$3,646.00 |
| 22003299_PO | Parron Hall Office Interiors | 04202 Furniture & Installation (OCN) | \$3,195.00 |
| 22003186_PO | National Security Works | 04004 IT Equipment (CLC) | \$2,880.00 |
| 22003185_PO | Konica Minolta Business Solutions | 03722 Maintenance Agreement (OCN) | \$2,000.00 |
| 22003278_PO | Konica Minolta Business Solutions | 03722 Maintenance Service Agreement for SAN PMO Trailer Copier (SAN) | \$2,000.00 |
| 22003271_PO | CDW Government Inc | 04212 Network Equipment (OCN) | \$1,446.77 |
| 22003298_PO | Elite Relocation Services | 04004 Relocation Services (CLC) | \$1,280.00 |
| 22003300_PO | Parron Hall Office Interiors | 04202 Furniture Installation (OCN) | \$937.45 |
| 22003169_PO | CDW Government Inc. | 04102 IT Equipment (SAN) | \$440.27 |
| 22003222_PO | Diversified Business Solutions, Inc. | 04244 Relocation (OCN) | \$160.00 |

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

| Change Orders | | | |
|----------------------|------------------------|--------------------|---------------|
| PO # | Vendor | Description | Amount |
| | No Entries This Period | | |

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 |
| 22003301_PO | Caliba Inc | 04207 Change Order 7 (OCN) | \$472,851.00 |
| 22003305_PO | CW Driver LLC | 04202 Change Order 7 (OCN) | \$392,402.00 |
| 22003301_PO | Caliba Inc | 04207 Change Order 6 (OCN) | \$154,972.00 |
| 22003304_PO | Balfour Beatty Construction LLC | 04201 Change Order 10 (OCN) | \$132,868.50 |
| 22003303_PO | Swinerton Builders | 04203 Change Order 24 (OCN) | \$59,269.00 |
| 22003305_PO | CW Driver LLC | 04202 Change Order 6 (OCN) | \$50,896.00 |
| 22003304_PO | Balfour Beatty Construction LLC | 04201 Change Order 11 (OCN) | \$34,132.75 |
| 22003303_PO | Swinerton Builders | 04203 Change Order 27 (OCN) | \$23,878.00 |
| 22003303_PO | Swinerton Builders | 04203 Change Order 25 (OCN) | \$17,745.00 |
| 22003270_PO | Conan Construction Inc | 04112 Change Order 2 (SAN) | \$12,553.10 |
| 22003297_PO | Balfour Beatty Construction LLC | 04204 Change Order 13 (OCN) | \$12,270.00 |
| 22002670_PO | Weiland and Associates Inc. | 04112 Change Order 1 (SAN) | \$5,768.00 |

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

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

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

In accordance with Government Code Sections 4526, 4527, and 53060; and Education Code Sections 81655 and 81656, applicable district policies regarding professional service procurements; and Board Agenda Item IX.J (10/19/17); and other applicable law, the following transactions were entered into and approved by the vice president, administrative services. The total approved funding authority under MM-17-002 is \$4,300,000.

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

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

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

| MM-17-003 – Civil Engineering Task Orders | | | |
|--------------------------------------------------|---------------|-------------------------|---------------|
| PO # | Vendor | Description | Amount |
| 22003385_PO | NV5, Inc. | 04215 Site Survey (OCN) | \$16,487.00 |

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

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

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

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

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

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








| MM-19-013 – Inspector of Record Task Change Orders | | | |
|-----------------------------------------------------------|------------------|----------------------------|---------------|
| PO # | Vendor | Description | Amount |
| 22003576_PO | Kent Schafer/CIS | 04203 Change Order 1 (OCN) | \$281,344.50 |
| 22003577_PO | Kent Schafer/CIS | 04207 Change Order 1 (OCN) | \$47,308.50 |

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

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

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

| | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| Total Contract Expenditures: \$2,017,144.68 | | | |
| Ratify purchase orders — 22003169, 22003185-22003187, 22003203, 22003222-22003224, 22003228, 22003271, 22003278, 22003298-22003300, 22003450, 22003584, 22003632-22003633 | | | |
| Ratify purchase orders (Task Orders) — 22003576-22003577, 22003385 | | | |
| Ratify purchase orders (Contracts) — 22002670, 22003307, 22003583, 22003620 | | | |

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Appoint MiraCosta Community College District Independent Citizens' Bond Oversight Committee Senior Citizens' Organization, At-Large Community Member and Student Representatives | Attachment: None |
| Category: Action | Type of Board Consideration: Information Consent Action  |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported:     Goal 1 Goal 2 Goal 3 Goal 4 |
| Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

After the passage of Measure MM on Nov. 8, 2016, the governing board established an independent citizens' bond oversight committee on Mar. 9, 2017, as required by state law. The purpose of the committee is to keep the public informed about the expenditure of bond revenues, review and report on the proper expenditure of taxpayers' money for school construction, and advise the public as to the MiraCosta Community College District's compliance with Proposition 39 requirements as contained in the California Constitution. The committee consists of seven (7) members as follows:

- One (1) member active in a business organization representing the business community located in the district
- One (1) member active in a senior citizens' organization
- One (1) member active in a bona-fide taxpayers association
- One (1) student enrolled and active in a community college support group
- One (1) member active in a support organization for the district, such as a foundation
- Two (2) members of the community at large

STATUS







Three vacancies were created on the committee with the resignations of the senior citizens' organization representative, Rigdon Currie, and the student representative, Austin Quandt, as well as the first term expiration of the at-large community member, Michael Krival. According to [Administrative Procedure 6740: Independent Citizens' Bond Oversight Committee](#) under

Notification, an ad must be run for forty-five days advertising the vacancy. The recruitment process closed on September 30, 2022. The superintendent/president recommends the following individuals to the vacant positions:

| Name | Organization Represented |
|----------------|---------------------------------|
| Ellen Marciel | Senior Citizens' Organization |
| Brandon Quandt | Student |
| Michael Krival | At-Large Community Member |

RECOMMENDATION

Appoint MiraCosta Community College District Independent Citizens' Bond Oversight Committee senior citizens' organization representative, student representative, and at-large community member representative, as stated above.

| | |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Board Policy 2110 – Vacancies on the Board | Attachment: Board Policy 2110 – Vacancies on the Board |
| Category: Board Policies – Periodic Reviews | Type of Board Consideration: Information Consent  Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported:  Goal 1  Goal 2  Goal 3  Goal 4 |
| | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

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

STATUS

A periodic review of Board Policy 2110 – Vacancies on the Board has been approved by College Council, and the policy is now presented for adoption by the board of trustees.

Administrative Procedure 2110 is included for reference only.

RECOMMENDATION

Adopt Board Policy Board Policy 2110 – Vacancies on the Board.

Vacancies on the Board of Trustees may be caused by any of the events specified in Government Code §1770 or any applicable provision in the Elections Code, or by a failure to elect. Resignations from the board shall be governed by Education Code §5090.

Within sixty (60) days of the vacancy or filing of a deferred resignation, the board shall either order an election or make a provisional appointment to fill the vacancy.

If an election is ordered, it shall be held on the next regular election date not less than one hundred and thirty (130) days after the occurrence of the vacancy.

If a provisional appointment is made, it shall be subject to the conditions in Education Code §5091. The person appointed to the position shall hold office only until the next regularly scheduled election for district Board of Trustees members, when the election shall be held to fill the vacancy for the remainder of the unexpired term.

The provisional appointment will be made by a majority public vote of the board members at a public meeting.

The superintendent/president shall establish administrative procedures to solicit applications that assure ample publicity to and information for prospective candidates. The board will determine the schedule and appointment process, which will include interviews at a public meeting.

MiraCosta Community College District

Adoption History: 7/7/09
Periodic Review: 11/18/15, xx/xx/xx
References: Education Code §§5090, et seq.
Government Code §1770
CCLC Update:
Steering: S/P

When the Board of Trustees acts to fill the vacancy by appointment, the superintendent/president shall assure that there is ample publicity to and information for prospective candidates. Publicity shall include posting in three public places in the district and announcement in appropriate media outlets.

The posted notice of vacancy shall include directions regarding applications or nominations of legally qualified candidates. Persons applying or nominated must meet the qualifications required by law for members of the board.

Persons applying for appointment to the board shall receive a letter from the superintendent/president containing information about the district and the board, and including a candidate information sheet to be completed and returned by a specific date. The board shall request personal interviews with candidates. Interviews will be conducted in a public hearing scheduled for that purpose.

Each board member will review all candidate information sheets prior to the interviews, with final selection made by a majority vote of the board members at a public meeting called for that purpose.

Whenever a provisional appointment is made, the board shall, within ten (10) days of the provisional appointment, post notices of both the actual vacancy or the filing of a deferred resignation and the provisional appointment in three public places in the district. It shall also announce the information in appropriate media outlets.







The notice shall state the fact of the vacancy or resignation and the date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation. It shall also contain the full name of the provisional appointee to the board, the date of appointment, and a statement that unless a petition calling for a special election, containing a sufficient number of signatures, is filed in the office of county superintendent of schools within thirty (30) days of the date of the provisional appointment, it shall become an effective appointment.

A provisional appointment confers all powers and duties of a governing board member upon the appointee immediately following their appointment.

A person appointed to fill a vacancy shall hold office only until the next regularly scheduled election for governing board members. An election shall be held to fill the vacancy for the remainder of the unexpired term. A person elected at an election to fill the vacancy shall hold office for the remainder of the term in which the vacancy occurs or will occur.

MiraCosta Community College District

| | |
|------------------|---------------------------------------------------------------|
| Effective Date: | 7/7/09, 11/10/15 |
| Periodic Review: | 10/6/22 |
| References: | Education Code §§5090 et seq. Government Code §§1770, 6061 |
| CCLC Update: | --- |
| Steering: | S/P / N/A |

| | |
|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Board Policy 2715 – Code of Ethics – Standards of Practice | Attachment: Board Policy 2715 – Code of Ethics – Standards of Practice |
| Category: Board Policies – Periodic Reviews | Type of Board Consideration: Information Consent  Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported:  Goal 1  Goal 2  Goal 3  Goal 4 |
| | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

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

STATUS

A periodic review of Board Policy 2715 – Code of Ethics – Standards of Practice has been approved by College Council, and the policy is now presented for adoption by the board of trustees.

There is not an Administrative Procedure 2715.

RECOMMENDATION

Adopt Board Policy Board Policy 2715 – Code of Ethics – Standards of Practice.

BOARD OF TRUSTEES POLICY2715: Code of Ethics/Standards of Practice

The members of the Board of Trustees of the MiraCosta Community College District pledge to perform their duties in accordance with their oath of office. They are an independent, policy-making body committed to serving the educational needs of all residents of the MiraCosta Community College District, and to carrying out their duties and responsibilities in accordance with the highest standards of ethical behavior. Ethical behavior is fundamentally defined as behavior that distinguishes right from wrong as measured by the accepted rules of conduct for a society and/or a profession.

Board Policy 2715, Code of Ethics/Standards of Practice, together with Board Policy 3050, Institutional Code of Ethics, shall constitute the ethical standard for members of the board in both the conduct of policy and in their relationships with the administration, staff, students, and the district community. Board Policy 2715, Code of Ethics/Standards of Practice, shall be reviewed at least annually to insure that it remains a vital document, and each member of the board will read and sign the code annually.

Within this ethical context and the board's obligation to the college's primary mission, each member of the board will adhere to the standards of practice described below.

Accordingly, individual board members will take responsibility for:

- A. Devoting an appropriate amount of time, thought, and study to their duties as community college board members so that they may render effective and creditable service.
- B. Staying informed about the responsibilities and duties of trusteeship.
- C. Working with companion board members in a spirit of harmony and cooperation despite any differences of opinion that may arise during vigorous debate of issues and treating fellow board members with respect and civility.
- D. Basing all decisions on all the available facts in each situation, voting with honest conviction in every case, unswayed by partisan bias, and upholding and abiding by the final majority decision of the board.

MiraCosta Community College District






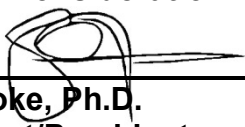
Page 1 of 3

| | |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Adoption History: | 12/8/09, 1/21/15, 11/18/15 |
| Periodic Review: | 11/15/11, 10/16/12, 3/19/13, 12/10/13, 12/10/14, 12/9/15, 4/18/19, xx/xx/xx |
| Reference Update: | 11/14 |
| References: | ACCJC Accreditation Standard IV.C.11 Brown Act, Government Code §§ 54859 et seq. Board Policy 2710, Conflict of Interest Board Policy 2815, Closed Sessions Board Policy/Administrative Procedure 3050, Institutional Code of Ethics |
| CCLC Update: | #xx, 9/05; #xx, 11/14 |
| Steering: | S/P / N/A |

- E. Remembering at all times that no member of the board has any legal authority outside the meetings of the board and that each member will conduct relationships with college staff, students, the local citizenry, and the media on that basis.
- F. Being aware that they are responsible to all residents in the MiraCosta Community College District and not solely to those who elected them, and exercising the authority delegated to them by the voters with as much care and concern for the least influential as for the most influential members of the community.
- G. Resisting every temptation and outside pressure to use their positions as community college board members to benefit either themselves or any other individual or agency apart from the total welfare of the MiraCosta Community College District and avoiding the perception of conflicts of interest.
- H. Recognizing that it is as important for the board to review and understand the educational program of the college as it is to plan for the business of the college operation.
- I. Bearing in mind under all circumstances that the board is legally responsible for the effective operation of the MiraCosta Community College District, that its primary function is to establish the policies by which the MiraCosta Community College District is to be administered, and that it shall hold the superintendent president and the superintendent/president's staff responsible for the administration of the educational program and the conduct of college business.
- J. Ensuring transparency by adhering to the law and spirit of open meeting laws and regulations.
- K. Welcoming and encouraging the active involvement of students, employees, and residents in the MiraCosta Community College District with respect to establishing policy on current college operations and proposed future developments, and for considering their views in board deliberations and decisions.
- L. Thoroughly understanding that all matters discussed or disclosed during a lawfully held closed session are confidential and that all notes, minutes, records, or recordings made of such a closed session are confidential and shall remain confidential unless and until required to be disclosed by action of the board or by law.
- M. Using appropriate channels of communication.
- N. Availing themselves of opportunities to enhance their potential as board members through participation in leadership and planning retreats, educational conferences, workshops, and training sessions offered by local, state, and national organizations.
- O. Being informed about the actions and positions of state and national community college trustee associations.
- P. Striving to provide the most effective community college board service of which they are capable, and doing so in a spirit of teamwork and devotion that acknowledges public education as the greatest instrument for the preservation and perpetuation of our representative democracy.
- Q. Providing board direction and priorities during budget development.

All board members must maintain the highest standards of conduct and ethical behavior and adhere to the board's code of ethics. The board will promptly address any violation by a board member or members of the code of ethics in the following manner:

The superintendent/president and governing board president are authorized to consult with legal counsel when they become aware of or are informed about actual or perceived violations of pertinent laws and regulations, including, but not limited to, conflict of interest, open and public meetings, confidentiality of closed session information, and use of public resources. Violations of law may be referred to the district attorney or attorney general as provided for in law. Violation of Board Policy 2715, Code of Ethics/Standards of Practice, will be addressed by the board president, who will first discuss the violation with the board member to reach a resolution. If resolution is not achieved and further action is deemed necessary, an ad hoc ethics committee may be appointed to examine the matter and recommend further courses of action to the board. The committee will consist of one member appointed by the board president and one by the board vice president, neither appointee to be the president or vice president. If the board member alleged to have violated this policy is the board president and/or vice president, the board members not subject to the complaint may appoint the committee member(s) by consensus. The committee will initiate a thorough, fact-finding process regarding the complaint, including an interview with the member in question, and report its findings and recommendations to the board. If the board determines the member did not violate Board Policy 2715, the board will conclude the process. If the board determines that the member violated Board Policy 2715, the unaffected board members, in consultation with legal counsel, will determine the appropriate sanctions, which may include censure of the board member.

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|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Board Policy 3710 – Securing of Copyright | Attachment: Board Policy 3710 – Securing of Copyright |
| Category: Board Policies – Periodic Reviews | Type of Board Consideration: Information Consent  Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported:  Goal 1  Goal 2  Goal 3  Goal 4 |
| | Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

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

STATUS

A periodic review of Board Policy 3710 – Securing of Copyright has been approved by College Council, and the policy is now presented for adoption by the board of trustees.

Administrative Procedure 3710 is included for reference only.

RECOMMENDATION

Adopt Board Policy 3710 – Securing of Copyright.

The superintendent/president is directed to develop appropriate administrative procedures to implement the provisions of the Education Code that authorize the securing of copyright protection for works, including but not limited to registering copyrights and policing infringements, on behalf of the district. The procedures developed by the superintendent/president shall assure that the district may use, sell, give, or exchange published materials and may license materials prepared by the district in connection with its curricular and special services.

In the development of these procedures, the superintendent/president shall solicit the input of the proper representatives of the college community in accordance with the district’s policies regarding shared local decision-making.

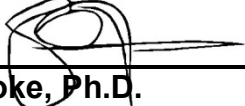
See Administrative Procedure 3710.

Adoption History: 7/15/15
Periodic Review: xx/xx/xx
References: Education Code §§72207, 81459
17 U.S. Code §201
CCLC Update: #8, 2/05
Steering: AAC / AS

The vice president, Instructional Services, shall be responsible for securing district copyright protection. Any royalties or revenue from said copyrights are to be for the benefit of the district. The district may use, sell, give, or exchange published materials and may license materials prepared by the district in connection with its curricular and special services. The vice president, Instructional Services, shall safeguard the district's rights to use, sell, give, exchange, or license such copyrighted materials.

MiraCosta Community College District

Effective Date: 9/10/20
Periodic Review: 4/21/22
References: Education Code §§72207, 81459
17 U.S. Code §201
CCLC Update: ---
Steering: AAC / AS

| | |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Board Policy 6300 – Fiscal Management | Attachment: Board Policy 6300 – Fiscal Management |
| Category: Board Policies – Second Reading | Type of Board Consideration: Information Consent Action ✓ |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: ✓ Goal 1 ✓ Goal 2 ✓ Goal 3 ✓ Goal 4 |
| | 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 6300 – Fiscal Management 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 6300 is included for reference only.

RECOMMENDATION

Adopt Board Policy 6300 – Fiscal Management.

The superintendent/president shall establish procedures to assure that the district's fiscal management is in accordance with the principles contained in Title 5, [section 58311](#), including:

- A. Adequate internal controls exist.
- B. Fiscal objectives, procedures, and constraints [are communicated](#) to the Board of Trustees and employees.
- C. Adjustments to the budget [are made](#) in a timely manner, when necessary.
- D. The management information system provides timely, accurate, and reliable fiscal information.
- E. Responsibility and accountability for fiscal management [are clearly delineated](#).

The superintendent/president shall also establish procedures that satisfy the U.S. Education Department General Administration Regulations (EDGAR) Second Edition for any federal funds received by the district.

The books and records of the district [shall be maintained](#) pursuant to the California Community Colleges Budget and Accounting Manual.

The books, records and internal controls of the district shall be compliant with Generally Accepted Government Auditing Standards and/or Generally Accepted Accounting Principles, as applicable.

As required by law, the Board of Trustees [shall be presented](#) with a quarterly report showing the financial and budgetary conditions of the district.

As required by the California Community Colleges Budget and Accounting Manual, [expenditures shall be recognized](#) in the accounting period in which the liability is incurred, and shall be limited to the amount budgeted for each major classification of accounts and to the total amount of the budget for each fund.

[The district shall maintain a minimum reserve for economic uncertainties equal to two \(2\) months of total unrestricted general fund operating expenditures \(17%\).](#) See Administrative Procedure 6305, Reserves.

MiraCosta Community College District

| | |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Adoption History: | 2/17/09, 10/19/10, 1/19/17 |
| Periodic Review: | 10/26/16 |
| Reference Update: | 11/14 |
| References: | Education Code §84040(c) Title 5, §58311 ACCICA accreditation Standard III.D 2 Code of Federal Regulations Parts 200.302(b)(6)-(7), 200.305, and 200.400 et seq. |
| Steering: | VPBAS / N/A |
| CCLC Update: | #29, 10/16 |

Fiscal management shall conform to the following standards:

1. Provide for responsible stewardship of available resources.
2. Provide for safeguarding and managing district assets to ensure ongoing effective operations; maintenance of adequate cash reserves; implementation and maintenance of effective internal controls; determination of sources of revenues prior to making short-term and long-term commitments; establishment of a plan for the repair and replacement of equipment and facilities.
3. Provide for an organizational structure that incorporates a clear delineation of fiscal responsibilities and staff accountability.
4. Provide that appropriate administrators keep the board current on the fiscal condition of the district as an integral part of policy and decision-making.
5. Provide for development and communication of fiscal policies, objectives, and constraints to the board, staff, and students.
6. Provide for an adequate management information system that gives timely, accurate, and reliable fiscal information for planning, decision-making, and budgetary control.
7. Provide for appropriate fiscal policies and procedures and adequate controls to ensure established fiscal objectives are met.
8. Provide a process to evaluate significant changes in the fiscal environment and make necessary, timely, financial, and educational adjustments.
9. Provide both short-term and long-term goals and objectives, and broad-based input coordinated with district educational planning.
10. Practice effective oversight of finances, including management of financial aid, grants, externally funded programs, contractual relationships, auxiliary organizations, and institutional investments and assets.

MiraCosta Community College District

Effective Date: 2/2/10, 10/19/10, 9/16/16, 12/1/16, 7/19/18
 Reference Update: 11/14
 References: Education Code §84040(c)
 Title 5, §58311
 ACCJC Accreditation Standard III.D.9
 2 Code of Federal Regulations Parts 200.302(b)(6)-(7), 200.305, and 200.400 et seq.
 CCLC Update: #25, 11/14; #29, 10/16
 Steering: VPAS

11. Additional authorizations are required on major purchases at these levels of approval:
 - a. Up to \$15,000.00: one administrator authorization
 - b. Greater than \$15,000.00: two administrator authorizations, where the final approver is the division vice president. If the first approver is the president, then the second approver is the vice president administrative services.
 - c. Change orders to existing purchase orders that increase the amount to greater than \$15,000, require a final division vice president approval.
12. Provide financial information to ensure all financial resources are used with integrity in a manner consistent with the mission and goals of the institution.

The books, records, and internal controls of the district shall be compliant with Generally Accepted Government Auditing Standards and/or Generally Accepted Accounting Principles, as applicable.

Federal Grant Funds

Allowable Costs

Prior to obligating or spending any federal grant funds, the superintendent/president or designee shall determine whether a proposed purchase is an allowable expenditure of federal funds in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. They shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

The superintendent/president or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California Community Colleges Budget and Accounting Manual.

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than ninety (90) days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

The superintendent/president or designee shall comply with the standards specified in 2 CFR 200.317-200.326 and Appendix II of Part 200 when procuring goods and services needed to carry out a federal grant, as well as any more restrictive state laws and district policies concerning the procurement of goods and services.

As appropriate to encourage greater economy and efficiency, the superintendent/president or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus

purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property.

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed \$3,500 threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code sections 20650 and 20651, the superintendent/president or designee shall obtain price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code sections 20650 and 20651 shall be awarded pursuant to California law and BP 6330–Purchasing and Contracts, unless exempt from bidding under the law.
4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)
5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time-and-materials-type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials-type contract means a contract whose cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (2 CFR 200.328)

For any purchase of \$25,000 or more, the superintendent/president or designee shall verify any vendor that is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured, and, when necessary, shall set forth those minimum essential characteristics

and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand that must be met by offers. In addition, every solicitation shall identify all requirements that the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The superintendent/president or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The superintendent/president or designee shall ensure all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200—Contract Provisions for Nonfederal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

The superintendent/president or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

No member of the board of trustees, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if they have a real or apparent conflict of interest, such as when they or a member of their immediate family, their partner, or an organization, which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BP/AP 2710—Conflict of Interest and AP 2712—Conflict of Interest Code.

Cash Management

The superintendent/president or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or

project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The superintendent/president or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

Audits

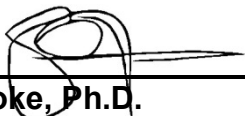
Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The superintendent/president or designee shall ensure the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within thirty (30) days after receipt of the auditor's report or within nine (9) months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event the audit identifies any deficiency, the superintendent/president or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511).

- Procedures for determining allowable costs in accordance with EDGAR Second Edition Subpart E Cost Principles.
- Procedures to implement the requirements of 2 Code of Federal Regulations Part 200.305 governing payments.

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|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Board Policy 3400 – Inclusion, Diversity, Equity, Accessibility | Attachment: Board Policy 3400 – Inclusion, Diversity, Equity, Accessibility |
| Category: Board Policies – First Reading | Type of Board Consideration: ✓ Information Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: ✓ Goal 1 ✓ Goal 2 ✓ Goal 3 ✓ Goal 4 |
| | 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 3400 – Inclusion, Diversity, Equity, Accessibility have been approved by College Council, and the policy is now presented for a first reading by the board of trustees.

There is not an Administrative Procedure 3400.

RECOMMENDATION

For information only.

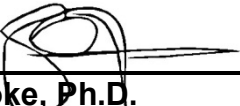
MiraCosta College is committed to providing a strong, supportive, and authentic environment where difference is valued, respected, encouraged, and honored; where all faculty, staff, and students experience a sense of belonging and the freedom to express themselves; and where their experiences are recognized and valued.

MiraCosta College strives to be a model for inclusion, diversity, equity, and accessibility (IDEA) inclusion. The college is committed to providing opportunities for engagement both across the campus and within the communities the college serves. The college seeks to remove barriers to learning, participation, and success, with a focus on changing procedures and practices that disproportionately affect certain groups.

Anchored in a culture of evidence, MiraCosta College promotes increased awareness and appreciation of individual, collective, and intersecting identities within our diverse society and acknowledges that different students learn in different and unique ways.

MiraCosta College is committed to creating a racially just campus climate. Individuals and their diverse cultures and identities are welcomed, nurtured, and validated. MiraCosta College takes institutional responsibility for closing the equity gap for disproportionately-impacted populations as defined in the College's Equity Plan.

See Board Policy 3410–Nondiscrimination, Board Policy 3420–Equal Employment Opportunity, Board Policy 7100–Commitment to Diversity in Hiring.

| | |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Board Policy 3420 – Equal Employment Opportunity | Attachment: Board Policy 3420 – Equal Employment Opportunity |
| Category: Board Policies – First Reading | Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ Information Consent Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ Goal 1 ✓ Goal 2 ✓ Goal 3 ✓ Goal 4 </div> |
| | Approved for Consideration: <div style="text-align: center;">  <hr style="width: 100%;"/> Sunita V. Cooke, Ph.D. Superintendent/President </div> |

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 3420 – Equal Employment Opportunity have been approved by College Council, and the policy is now presented for a first reading by the board of trustees.

Administrative Procedure 3420 is included for reference only.

RECOMMENDATION

For information only.

The Board of Trustees supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized, and community colleges foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding, harmony, respect, and suitable role models for all students. An equitable and inclusive hiring process is essential to improve diversity, reduce barriers to employment, and allow potential applicants the opportunity to demonstrate that they meet or exceed the minimum qualifications for employment. The board therefore commits itself to promote the total realization of equal employment through a continuing equal employment opportunity program.

The superintendent/president shall develop, for review and adoption by the board, a plan for equal employment opportunity that complies with the Education Code and Title 5 requirements as from time to time modified or clarified by judicial interpretation.

The superintendent/president shall develop hiring procedures driven by diversity, equity, and inclusion and consistent with the Board's intent described above.

Also see AP 3420 Equal Employment Opportunity, BP/AP 3410 Nondiscrimination, BP/AP 3440 Service Animals, and BP/AP 7100 Commitment to Diversity in Hiring.

MiraCosta Community College District

Adoption History: 10/6/09, 6/24/15, [redacted]
Periodic Review: 2/10/15
Reference Update: 1/15, 4/15
References: Education Code §§87100, et seq.
Title 5 §53000, et seq.
ACCJC Accreditation Standard III.A.12
CCLC Update: #4, 2/03; #26, 4/15; #38, 4/21
Steering: VPHR / N/A

The MiraCosta College District Equal Employment Opportunity (EEO) Plan is included in the attached appendix. The EEO Plan is reviewed annually and updated as needed by the EEO Advisory Committee.

The EEO Plan components include Annual Evaluation, EEO Advisory Committee, Employment Procedures, Delegation of Authority, Complaint Procedures, Job Announcements, and Dissemination and Revision of the Plan, as excerpted below.

Annual Evaluation

The district shall annually collect the demographic data of its employees and applicants for employment in order to evaluate progress in implementing the EEO Plan and to provide data needed for required analyses. The Human Resources Department will annually survey the district’s workforce composition and shall monitor applicants for employment on an ongoing basis to evaluate the district’s progress in implementing the EEO Plan, to provide data needed for the reports required by this plan, and to determine whether any monitored group is underrepresented. Monitored groups are men, women, American Indians or Alaskan natives, Asians or Pacific Islanders, Blacks/African Americans, Hispanics/Latinos, Caucasians, and persons with disabilities.

For purposes of the survey and report, each applicant or employee will be afforded the opportunity to voluntarily identify their gender, ethnic group identification, and, if applicable, their disability. Persons may designate as many ethnicities as they identify with, but shall be counted in only one ethnic group for reporting purposes. This information will be kept confidential and will be separated from the applications that are forwarded to the screening/selection committee and hiring administrator(s). At least every three years, the EEO Plan will be reviewed and, if necessary, revised based on an analysis of the ethnic group identification, gender, and disability composition of existing staff and of those who have applied for employment in each of the following identified job categories:

- A. Executive/Administrative/Managerial
- B. Faculty and Other Instructional Staff – Faculty full-time and part-time
- C. Professional Non-faculty

Effective Date: 10/6/09, 6/16/15
 Reference Update: 1/15
 Periodic Review:
 References: Education Code §§87100 et seq.
 Title 5, §§53000 et seq., 59300 et seq.
 ACCJC Accreditation Standard III.A.12
 CCLC Update: #4, 2/03; #10, 2/06; #11, 8/06; #15, 9/08; #23, 10/13; #25, 11/14; #26, 4/15
 Steering: VPHR / N/A

- D. Secretarial/Clerical
- E. Technical and Paraprofessional
- F. Skilled Crafts
- G. Service and Maintenance

The district will review the annually collected demographic data to determine if significant underrepresentation of a monitored group may be the result of non-job-related factors in the employment process. For the purposes of this subdivision, the phases of the employment process include but are not limited to recruitment, hiring, retention, and promotion. The information to be reviewed shall include, but need not be limited to longitudinal analysis of data regarding job applicants to identify whether, over multiple job searches, a monitored group is disproportionately failing to move from the initial applicant pool; the qualified applicant pool; and analysis of data regarding potential job applicants (to the extent provided by the State Chancellor's Office), which may indicate significant underrepresentation of a monitored group.

EEO Advisory Committee

The district has established an Equal Employment Opportunity Advisory Committee to assist the district in implementing its EEO Plan. The committee may also assist in promoting an understanding and support of equal opportunity and nondiscrimination policies and procedures. The committee may work in coordination with other groups on campus to sponsor events, training, or other activities that promote equal employment opportunity, nondiscrimination, retention, and diversity. The equal employment opportunity officer shall train the advisory committee on equal employment compliance and the EEO Plan itself. The advisory committee shall receive training in all of the following: applicable Title 5 regulations and state and federal nondiscrimination laws; the educational benefits of workforce diversity, the identification and elimination of bias in hiring decisions; and the role of the advisory committee in carrying out of the district's EEO Plan. The committee shall include a diverse membership whenever possible. A substantial, good-faith effort to maintain a diverse membership is expected. If the district has been unable to meet this objective, it will document what efforts were made to recruit advisory committee members who represent diversity. The committee will be composed of two members of the faculty appointed by the Academic Senate president, two members of the classified staff appointed by the Classified Senate Council president, two students recommended by the Associated Student Government, two community representatives appointed by the superintendent/president, and one member of the administration appointed by the superintendent/president.

The committee will be convened initially each year and chaired by the equal employment opportunity officer. Terms of office for the voting members shall be for two years. The Equal Employment Opportunity Advisory Committee shall hold a minimum of four (4) meetings per fiscal year, with additional meetings, if needed, to review equal employment opportunity and diversity efforts, programs, policies, and progress. When appropriate, the advisory committee shall make recommendations to the Board of Trustees, the superintendent/president, and the equal employment opportunity officer.

The responsibilities of the Equal Employment Opportunity Advisory Committee shall include but not be limited to the following:

review and advise on recruitment efforts; job announcements, interview protocols, retention efforts, and other aspects of the hiring, retention, and promotion processes that impact the district's ability to attract and retain a diverse faculty and staff; advise on implementing the district's obligation to hire faculty and administrators with a demonstrated sensitivity to, and understanding of, the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students; promote communication with community groups and organizations for people with disabilities; promote hiring of faculty who have themselves graduated from a community college; develop communications among departments to foster understandings of the EEO Plan; to advise the superintendent/president regarding special training or staff development needs; review the EEO Plan and monitor its progress; recommend changes needed in the EEO Plan; and review and approve the annual written report to the superintendent/president, the Board of Trustees, and the California Community Colleges Chancellor's Office.

Employment Procedures

Employment procedures will comply with current Title 5 regulations.

Job Analysis and Validation

The vice president of human resources (VPHR) shall assure that a proper job analysis is performed for every job filled by the district to determine and validate the knowledge, skills, abilities, and characteristics an employee must possess to perform the job satisfactorily.

A statement of bona fide essential functions and minimum qualifications shall be developed for all positions.

Job Description

Every job description shall provide a general statement of job duties and responsibilities.

Job specifications shall include functions and tasks; knowledge; skills; ability; and job-related personal characteristics, including but not limited to sensitivity to and understanding of the diverse academic, socioeconomic, cultural, linguistic, disability, and ethnic backgrounds of community college students.

Recruitment

Recruitment must be conducted actively within and outside of the district work force.

Open recruitment is mandated for all new full-time and part-time positions, except under limited circumstances involving interim hires.

Recruitment must utilize outreach strategies designed to ensure that all qualified individuals are provided the opportunity to seek employment with the district.

Recruitment for administrative and faculty positions (full-time and part-time) may include advertisement in appropriate professional journals, job registries, and newspapers of general circulation; distribution of job announcements to the EEO registry, K-12 districts, two- and four-year colleges, and graduate schools where appropriate candidates might be enrolled; recruitment at conferences, fairs, and professional meetings; notices to institutions and

professional organizations.

Recruitment for classified positions shall include notice to all district personnel; notice to the Employment Development Department; and advertising in area newspapers of general circulation.

Applicant Pools

The application for employment shall afford each applicant an opportunity to identify themselves voluntarily as to gender, ethnicity, and if applicable, their disability. This information shall be maintained in confidence and shall be used only for research, validation, monitoring, evaluation of the effectiveness of the EEO Plan, or as authorized by law.

After the application deadline has passed, the initial applicant pool shall be recorded and reviewed by the VPHR or designee. All initial applications shall be screened to determine which candidates satisfy job specifications set forth in the job announcement. The group of candidates who meet the job specifications shall constitute the "qualified applicant pool."

Once the qualified applicant pool is formed, the pool must again be analyzed. If the VPHR or designee finds that the composition of the qualified applicant pool may have been influenced by factors that are not job related, the district may immediately, and before the selection process continues, consult with legal counsel to determine what, if any, corrective action is required by law.

Screening and Selection

Screening, selecting, and interviewing candidates for all positions shall include thorough and fair procedures that are sensitive to issues of diversity. Procedures to be used must address or include that:

- Hiring procedures will be provided to the California Community Colleges Chancellor's Office on request.
- All tests conform to generally applicable legal standards for uniformity.
- A reasonable number of candidates are identified for interview.
- Screening and selection committees are developed that are representative of the district community and campus; include administrators, faculty, and classified staff members; include a diverse membership when possible; do not include applicants or persons who have written letters of recommendation.
- Every screening and selection committee includes an individual trained to monitor conformance with EEO requirements. The EEO representative assures that the screening and selection process conforms to accepted principles and practices, including preparation of job-related questions in advance; maintains records of screening checklists and rating scales, which shall be signed and kept on file; maintains notes for all interviews and record relevant factual reasons stating why a candidate was not hired or was not invited to interview; and monitors the hiring process for adverse impact.
- Selection shall be based solely on the stated job criteria.

- For faculty and administrative positions, candidates shall be required to demonstrate sensitivity to diversity in ways relevant to the specific position.

If the district determines that a particular monitored group is significantly underrepresented with respect to one or more job categories, the district shall take the following additional steps:

- Review its recruitment procedures.
- Consult with counsel to determine whether there are other, additional measures that may be undertaken that are required or permitted by law.
- Consider various other means of reducing the underrepresentation that do not involve taking monitored group status into account and implement any such techniques that are feasible.

If significant underrepresentation persists:

- Review each locally established job qualification to determine if it is job related and consistent with business necessity.
- Discontinue the use of any non-job-related local qualification.
- Continue using job-related local qualifications only if no alternative standard is reasonably available.
- Consider the implementation of additional measures designed to promote diversity.

Delegation of Authority

It is the goal of the MiraCosta Community College District that all employees promote and support equal employment opportunity because such a goal requires a commitment and a contribution from every segment of the district. The general responsibilities for the prompt and effective implementation of this EEO Plan are set forth below.

A. Board of Trustees

The Board of Trustees is ultimately responsible for proper implementation of the district's EEO Plan at all levels of district and college operation and for ensuring equal employment opportunity as described in the plan.

B. Superintendent/President

The Board of Trustees delegates to the superintendent/president the responsibility for ongoing implementation of the EEO Plan and for providing leadership in supporting the district's equal employment opportunity policies and procedures. The superintendent/president shall advise the Board of Trustees concerning statewide policy emanating from the Board of Governors of the California Community Colleges and direct the publication of an annual report on EEO Plan implementation. The superintendent/president shall include in the evaluation of the performance of all administrators who report directly to them actions taken in support of the plan.

C. Equal Employment Opportunity Officer

The district has designated the VPHR as its equal employment opportunity officer who is responsible for the day-to-day implementation of the EEO Plan. If the designation of the equal employment opportunity officer changes before the plan is next revised, the district will notify employees and applicants for employment of the new designee. The equal employment opportunity officer is responsible for administering, implementing and monitoring the EEO Plan, and for assuring compliance with the requirements of Title 5, §53000 et seq. The equal employment opportunity officer is also responsible for receiving complaints described in section 6 of the plan and for ensuring that applicant pools and selection procedures are properly monitored.

D. Equal Employment Opportunity Advisory Committee

The district has established an Equal Employment Opportunity Advisory Committee to act as an advisory body to the equal employment opportunity officer and the district as a whole to promote understanding and support of equal employment opportunity policies and procedures. The Equal Employment Opportunity Advisory Committee assists in the development and implementation of the EEO Plan in compliance with state and federal regulations and guidelines, monitors equal employment opportunity progress, and provides suggestions for plan revisions as appropriate.

E. Agents of the District

Any organization or individual, whether or not an employee of the district, who acts on behalf of the Board of Trustees with regard to the recruitment and screening of personnel, is an agent of the district and is subject to all the requirements of this EEO Plan and will be given a copy of it.

F. Good-Faith Effort

The district shall make a continuous, good-faith effort to comply with all the requirements of its EEO Plan.

Complaint Procedure

A. Complaints Alleging Violation of the Equal Employment Opportunity Regulations (Title 5 §53026)

The district has established the following process permitting any person to file a complaint alleging that the requirements of the equal employment opportunity regulations have been violated. Any person who believes that the equal employment opportunity regulations have been violated may file a written complaint describing in detail the alleged violation. All complaints shall be signed and dated by the complainant and shall contain, to the best of the complainant's ability, the names of the individuals involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged violation. Complaints involving current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than sixty (60) days after such occurrence unless the complainant can verify a compelling reason for the district to waive the sixty (60)-day limitation. Complaints alleging violations of the EEO Plan that do not involve current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than ninety (90) days after such occurrence unless the violation is ongoing. As directed by the Chancellor's Office, the decision of the district in complaints pursuant to Title 5 §53026 is final. (See California Community Colleges Chancellor's Office website for the Guidelines for Minimum Conditions Complaints.)

The district may return without action any complaints that are inadequate because they do not state a clear violation of EEO regulations. All returned complaints must include a district statement of the reason for returning the complaint without action.

The complaint shall be filed with the equal employment opportunity officer. If the complaint involves the equal employment opportunity officer, the complaint may be filed with the superintendent/president. A written determination on all accepted written complaints will be issued to the complainant within ninety (90) days of the filing of the complaint. If this is not practical, a written notification will be provided to the complainant as to the reasons for the extension and estimated date of completion. The equal employment opportunity officer will forward copies of all written complaints to the Chancellor's Office upon receipt.

In the event that a complaint filed under Title 5 §53026 alleges unlawful discrimination, it will be processed according to the requirements of Title 5 §59300 et seq.

B. Complaints Alleging Unlawful Discrimination or Harassment (Government Code §59300 et seq.)


The district has adopted procedures for complaints alleging unlawful discrimination or harassment. The VPHR is responsible for receiving such complaints and for coordinating their investigation.

Job Announcements

Job announcements will clearly state job specifications, setting forth the knowledge, skills, and abilities necessary to job performance. For all positions, job requirements will include demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students. Job specifications, including any “required”, “desired”, or “preferred” qualifications beyond the state minimum qualifications that the district wishes to utilize, will be reviewed by the equal employment opportunity officer before the position is announced to ensure conformity with equal employment regulations and state and federal nondiscrimination laws. All job announcements shall state that the district is an “Equal Opportunity Employer.”

Dissemination and Revision of the EEO Plan

The commitment of the Board of Trustees and the superintendent/president to equal employment opportunity is emphasized through the broad dissemination of its Equal Employment Opportunity Policy Statement and the EEO Plan. The policy statement will be printed in the college catalog and class schedule. The EEO Plan and subsequent revisions will be distributed to the Board of Trustees, the superintendent/president, administrators, the Academic and Classified Senate Councils, union representatives, and members of the district Equal Employment Opportunity Advisory Committee. The EEO Plan will be available on the district’s website and employees will be notified electronically. The Human Resources Department will provide all new employees with a copy of the written notice described above when they commence employment with the district. Each year, the district will inform all employees by e-mail of the plan’s availability, including a written summary of the provisions of the plan. The annual notice will emphasize the importance of the employee’s participation and responsibility in ensuring the EEO Plan’s implementation.

| | |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Board Policy 3505 – Emergency Response Plan | Attachment: Board Policy 3505 – Emergency Response Plan |
| Category: Board Policies – First Reading | Type of Board Consideration: ✓ Information Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: ✓ ✓ ✓ ✓ Goal 1 Goal 2 Goal 3 Goal 4 |
| | 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 3505 – Emergency Response Plan have been approved by College Council, and the policy is now presented for a first reading by the board of trustees.

Administrative Procedure 3505 is included for reference only.

RECOMMENDATION

For information only.

The superintendent/president shall establish procedures that ensure that the district implements a program or plan to be activated in the event of an emergency or when a natural disaster or hazardous condition occurs. This program or plan must comply with the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS), and should incorporate the functions and principles of the Incident Command System (ICS), the Master Mutual Aid Agreement (MMAA), and any other relevant programs. The program must incorporate NIMS and SEMS to facilitate the coordination between and among agencies in the event of an emergency or natural disaster.

Compliance with NIMS and SEMS mandates include:

- A. Establishing a disaster preparedness program or plan.
- B. Completion of training sessions by college personnel in compliance with NIMS and SEMS guidelines.

B-o Training requirements vary based on job titles or assigned roles within the emergency plan.

All persons employed by a public district are considered to be public employees. They must be informed that they are also disaster service workers during national, state, and local emergencies. Disaster service means all activities authorized by and carried out pursuant to the California Emergency Services Act. The superintendent/president should ensure that an ICS team is created to carry out compliance with NIMS and SEMS mandates. The District must ensure that its employees are in compliance with the disaster service worker oath requirements.

The plan or program should contain information regarding activation and chain-of-command responsibilities. Compliance with NIMS mandates requires planning and incorporation for all phases of emergency management, including mitigation and prevention, preparedness, response, and recovery. The responses to emergencies or natural disasters are organized by SEMS into five categories: (1) field response, (2) local government, (3) operational areas, (4) regions, and (5) state."

MiraCosta Community College District

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Adoption History: 9/15/09
 Periodic Review: 7/7/15
 References: Education Code §§32280 et. seq., 71095
 Government Code §§3100, 8607(a)
 Labor Code §§3100, 3211.9, 3211.91, 3211.93, 3211.93a
 California Emergency Services Act
 Homeland Security Act of 2002
 National Fire Protection Association 1600
 Homeland Security Presidential Directive-5
 Executive Order S-2-05
 19 California Code of Regulations (CCR), Sections 2400-2450
 34 Code of Federal Regulations 668.46(g)

CCLC Update: #15, 9/08; #16, 4/09; #19, 8/11
 Steering: VPAS / N/A

Melanie Haynie
 Additional CCLC language

Colleges must comply with NIMS and SEMS to receive federal or state funding. The District must ensure that its plan is updated regularly. The Chief of Police of the MiraCosta College Campus College Police Department will update the plan biennially.

Emergency Response and Evacuation Procedures

General information about the emergency response and evacuation procedures for the district are publicized each year as part of the district's Clery Act compliance efforts, and that information is available at <https://www.miracosta.edu/administrative/college-police/docs/clery-safety-and-security-report.pdf>. The Emergency Operation Plan is available to college employees on the district's College Police website, and an Emergency Response App is available to employees, students, and the public at: <https://miracosta-ccb59.web.app/>

All members of the campus community are notified on an annual basis that they are required to notify the College Police Department of any incident on campus that involves a significant emergency or dangerous situation that may involve an immediate or ongoing threat to the health and safety of students and employees on campus. College Police Department has the responsibility of responding to, and summoning the necessary resources, to mitigate, investigate, and document any situation that may cause a significant emergency or dangerous situation. In addition, the College Police Department has a responsibility to respond to such incidents to determine if the situation does in fact, pose a threat to the community. If so, federal law requires that the institution immediately notify the campus community or the appropriate segments of the community that may be affected by the situation.

Upon confirmation or verification by the district that a legitimate emergency or dangerous situation involving an immediate threat to the health or safety of students or employees is occurring on campus, the district will determine the content of the message and will use some or all of the systems described below to communicate the threat to the campus community or to the appropriate segment of the community, if the threat is limited to a particular building or segment of the population. The district will, without delay, take into account the safety of the community, determine the content of the notification, and initiate the notification system, unless issuing a notification will, in the judgment of the first responders (including but not limited to the College Police Department) compromise the efforts to assist a victim or to contain, respond to, or otherwise mitigate the emergency.

In the event of a serious incident that poses an immediate threat to members of the campus community, the district has various systems in place for communicating information quickly. Some or all of these methods of communication may be activated in the event of an immediate

MiraCosta Community College District

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| | |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Effective Date: | 2/16/10, 7/7/15, 10/6/22 |
| References: | Education Code §§32280 et seq., 71095 Government Code §§3100 et seq., 8558, 8559, 8600, 8605, 8607(a) Homeland Security Act of 2002 National Fire Protection Association 1600 Homeland Security Presidential Directive-5 Executive Order S-2-05 19 California Code of Regulations (CCR) §§2400-2450 |
| CCLC Update: | #16, 4/09; #17, 2/10; #19, 8/11 |
| Steering: | VPAS / N/A |

threat to the campus community. These methods of communication include network emails, emergency text messages that can be sent to a phone or Personal Digital Assistant (individuals can sign up for this service on the district web site), public address system, phone calling trees, and district website. The district will post updates during a critical incident on the district web site at miracosta.edu. Individuals can call the district's recorded information telephone line at (760) 757-2121 for updates. Employees and students may opt-in to the San Diego County Emergency "Reverse 911" mass-notification system by designating an off-campus emergency phone number in SURF.

The district's director of public information and governmental relations, marketing and communications will be responsible for the dissemination of emergency information to the larger community through the district website, social media platforms and press release, if necessary.

Testing Emergency Response and Evacuation Procedures

An evacuation drill is coordinated by the College Police Department annually. Students learn the locations of the emergency exits in the buildings and are provided guidance about the direction they should travel when exiting each facility for a short-term building evacuation. Campuses have designated evacuation locations identified, but those may be altered based on the incident type, time of day, location of the building being evacuated, the availability of the various designated emergency gathering locations on campus, and other factors such as the location and nature of the threat. In both cases, the College Police Department and district staff on the scene will communicate information to students regarding the developing situation or any evacuation status changes.

Evacuation drills are monitored by the College Police Department and district administration to evaluate egress and behavioral patterns. Reports are prepared which identify deficiencies so that improvements can be made immediately. Recommendations for improvements are also submitted to the appropriate departments and offices for consideration.

The district conducts numerous announced and unannounced drills and exercises each year and conducts follow-through activities designed for assessment and evaluation of emergency plans and capabilities. College Police and district administration coordinate announced and unannounced evacuation drills, as described above, to test the emergency response and evacuation procedures, and to assess and evaluate the emergency evacuation plans and capabilities. For each test conducted, the College Police chief or their designee will document a description of the exercise, the date, time, and whether it was announced or unannounced. The district will publish a summary of its emergency response and evacuation procedures in conjunction with at least one drill or exercise each calendar year.

In the event of an emergency, natural disaster, or the occurrence of a hazardous condition, the superintendent/president will ensure the activation of a plan to protect and govern employees, students, visitors, and children in childcare programs on its campuses and facilities. The superintendent/president will implement a campus emergency management team to aid in the creation and implementation of its emergency procedures or plan, and to review and update that plan on at least an annual basis.

The District Emergency Response Plan shall adopt California's Standardized Management System (SEMS) and the National Incident Management System (NIMS). The purpose of SEMS is to provide a standardized response to emergencies involving multiple jurisdictions or multiple agencies. Compliance with requirements includes the use of the basic principles and

components of emergency management, which includes the Incident Command System (ICS), multi-agency or inter-agency coordination, the operational-area concept, and established mutual-aid systems. SEMS and NIMS both utilize ICS. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, which is responsible for the management of resources to effectively accomplish the district's stated objectives in response to an incident.

For major incidents, NIMS provides a consistent, nationwide template to ensure that local, state, and federal agencies work together to prepare for, prevent, respond to, and recover from incidents. The following are criteria and areas that should be included in the district's Emergency Response Plan.

SEMS

State agencies are required by law to use SEMS. There are five designated levels in the SEMS organization: field response, local government, operational areas, regions, and state. Each level is activated as needed.

- A. Field-response level commands emergency response personnel and resources to carry out tactical decisions and activities in direct response to an incident or threat.
- B. Local-government level manages and coordinates the overall emergency response and recovery activities within their jurisdiction.
- C. Operational-area level manages and/or coordinates information, resources, and priorities among local governments within the operational area and serves as the coordination and communication link between the local-government level and the regional level.
- D. Regional level manages and coordinates information and resources among operational areas within the mutual-aid region designated pursuant to Government Code §8600 and between the operational areas and the state level. This level along with the state level coordinates overall state-agency support for emergency response activities.
- E. State level manages state resources in response to the emergency needs of the other levels, manages and coordinates mutual aid among the mutual-aid regions and between the regional level and state level, and serves as the coordination and communication link with the federal disaster response system.

The district plan includes the following functions:

- A. Management
- B. Operations
- C. Planning/Intelligence
- D. Logistics
- E. Finance/Administration

Training

The district shall determine the appropriate level(s) of SEMS training for each of its employees. This determination is dependent upon the employee's potential assignment during an emergency-response situation. The district should ensure that its emergency-response personnel can demonstrate and maintain the minimum SEMS performance objectives at the appropriate level, as required by the district's training programs.

Compliance with SEMS

To be compliant with SEMS requirements, the district must include the five essential SEMS functions in its Emergency Response Plan. To be in compliance with SEMS, the Emergency Response Plan must at minimum address the following functions:

- A. Management
- B. Operations
- C. Logistics
- D. Planning/Intelligence
- E. Finance/Administration

In the event that a local emergency occurs and the Governor declares a state of emergency, if the district responds to said emergency, the district shall complete and transmit an after-action report to the California Office of Emergency Services (OES) within ninety days of the close of the incident period. The after-action report shall at a minimum include a review of the response actions taken, the application of SEMS, the identified training needs, suggested modifications to SEMS, necessary modifications to the SEMS plans and procedures, and an up-to-date recall of the recovery actions.

NIMS

The district must also be in compliance with the federal requirements for emergency preparedness or NIMS. The five components of NIMS are:

- A. Command and Management including ICS
- B. Preparedness
- C. Resource Management
- D. Communications and Information Management
- E. Supporting Technologies
- F. NIMS Management and Maintenance

Compliance with NIMS

To comply with NIMS requirements, the district must ensure that its employees receive the appropriate NIMS training. NIMS compliance is measured by a performance-based metrics system. In addition to the training requirements, the district must also comply with state and federal preparedness laws for public institutions.

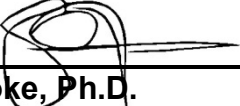
Medical Emergencies

In medical emergencies when the nurse is not available, college personnel are to call College Police. Desk phones have a red emergency button.

For emergencies when offices are closed during the week or on weekends, individuals should call College Police or dial 911.

Transportation of Injured or Ill

The Health Services Department at the appropriate campus should be called first. College Police can also facilitate the paramedic response, if necessary.

| | |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Board Policy 7100 – Commitment to Diversity in Hiring | Attachment: Board Policy 7100 – Commitment to Diversity in Hiring |
| Category: Board Policies – First Reading | Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ Information Consent Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ Goal 1 ✓ Goal 2 ✓ Goal 3 ✓ Goal 4 </div> |
| | Approved for Consideration: <div style="text-align: center;">  <hr style="width: 100%;"/> Sunita V. Cooke, Ph.D. Superintendent/President </div> |

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 7100 – Commitment to Diversity in Hiring Plan have been approved by College Council, and the policy is now presented for a first reading by the board of trustees.

Administrative Procedure 7100 is included for reference only.

RECOMMENDATION

For information only.

The district is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success and committed to an inclusive, anti-racist campus culture. The Board of Trustees recognizes that diversity, equity, and inclusion in the academic environment fosters cultural awareness, promotes mutual understanding and respect, enhances student learning, and provides suitable role models for all students and employees. The board is strongly committed to hiring and staff-development processes that support the goals of equal opportunity and diversity, equity, and inclusion, and provide equal consideration for all qualified candidates. and create an anti-racist academic and employment environment.

[Also see AP 7100 Commitment to Diversity in Hiring and BP/AP 3420 Equal Employment Opportunity.](#)

MiraCosta Community College District
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 Adoption ~~History~~ Date: 6/15/10

Revised Date: 5/20/15,

Periodic Review: 2/19/16

References: Education Code §§87100 et seq.

Title 5, §§53000 et seq.

 CCLC Update: #4, 2/03; #38, 4/21



Steering: S/P

The district demonstrates its commitment to diversity by complying with all federal, state, and local laws regarding equal employment and nondiscrimination in employment, and by maintaining an Equal Employment Opportunity Plan. It also maintains a Student Equity Plan that addresses issues related to the recruitment of students (access to educational opportunities) and their academic environment.

Also see BP 7100 Commitment to Diversity in Hiring and BP/AP 3420 Equal Employment Opportunity.

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

| | |
|------------------|------------------------------------------------------------|
| Effective Date: | 6/15/10, 10/6/22 |
| Periodic Review: | 11/10/15, 2/19/16 |
| References: | Education Code §§87100 et seq. Title 5, §§53000 et seq. |
| CCLC Update: | — |
| Steering: | S/P |

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: MiraCosta Community College District Irrevocable Trust Investment Board Report June 2022 | Attachment: <ul style="list-style-type: none"> • FY2022 Portfolio Summary Sheet • MCCD Trust Statement-Other Post-Employment Benefits (OPEB) |
| Category: Information | Type of Board Consideration: <input checked="" type="checkbox"/> Information <input type="checkbox"/> Consent <input type="checkbox"/> Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: Goal 1 Goal 2 Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

Government Accounting and Standards Board (GASB) Bulletins require every community college district to commission actuarial studies to project the future Other Post-Employment Benefits (OPEB) liability for past and current employees. The OPEB liability is the future cost of health-and-welfare plans for retirees. GASB requires that each district conduct the actuarial study every two (2) years and that the annual audit include the liability and a plan to fund that liability over no more than 30 years.

GASB does not yet require that the plan be funded, but there are several factors that make it highly advisable for the district to fund the plan. The purpose of the valuation is to measure the district’s liability for other postemployment benefits (OPEB) and to determine an actuarially determined contribution (ADC). The ADC is a target or recommended contribution to a defined benefit OPEB plan for the reporting period, determined in accordance with the parameters and in conformity with Actuarial Standards of Practice. The valuation results may also serve as the basis for complying with GASB 75 for the district’s fiscal year ending June 30, 2023.

STATUS

The MCCD Irrevocable Trust Investment Board met on September 6, 2022. The board reviewed the balanced portfolio (50 percent equity and 50 percent fixed income) and fund performance for the past fiscal year. The June 30, 2022, trust fund balance was \$29.5 million, a decrease of \$4.1 million from the change in market value and income (dividends) compared to the June 2021 balance of \$33.6 million, for a -12.1 percent return on investment; \$3.4 million (or 82 percent) of the loss in value occurred in the fourth quarter (April 2022 – March 2022). As

a result of the lower trust balance, the accrued funded liability for June 2022, was 86.8 percent compared to last June 2021, at 99 percent.

The Total OPEB Liability was \$33,951,252 from the actuarial study for period ending June 30, 2021, conducted by Nyhart. The next actuarial study will be conducted for June 2023 period end balances with a new accrued liability amount that will be the basis for district's funded accrued liability percent.

RECOMMENDATION

For information only.

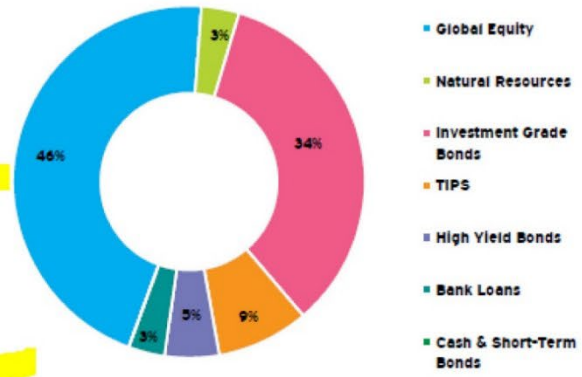
TRUST STATEMENT, 4Q, 6/30/2022

Mira Costa Community College District
Balanced (50% Fixed Income, 50% Equity)

6/30/2022

Change in Portfolio - 4th Quarter of Fiscal Year 2022 **Asset Allocation**

| | |
|-------------------------------------|--------------------|
| Portfolio Value on 3/31/2022 | 32,842,124 |
| Contributions | 0 |
| Withdrawals | 0 |
| Change in Market Value | (3,578,888) |
| Income Received | 219,528 |
| Portfolio Fees | (10,679) |
| Portfolio Value on 6/30/2022 | 29,472,085 |



Trailing Period Performance

| | Fiscal | | | | | | Inception Date | Since Inception (%) |
|---------------------------------------|----------|---------|----------|----------|----------|-----------|----------------|---------------------|
| | 4Q22 (%) | YTD (%) | 1 YR (%) | 3 YR (%) | 5 YR (%) | 10 YR (%) | | |
| Mira Costa Community College District | -10.3 | -12.2 | -12.2 | 3.3 | 4.5 | 5.3 | 7/1/2009 | 7.0 |
| Policy Benchmark ¹ | -10.6 | -12.4 | -12.4 | 3.8 | 5.1 | NA | | NA |
| CPI Medical Care (Inflation) | 1.3 | 4.5 | 4.5 | 3.3 | 2.9 | 2.8 | | 2.9 |



TRUST STATEMENT, ANNUAL 6/30/2022

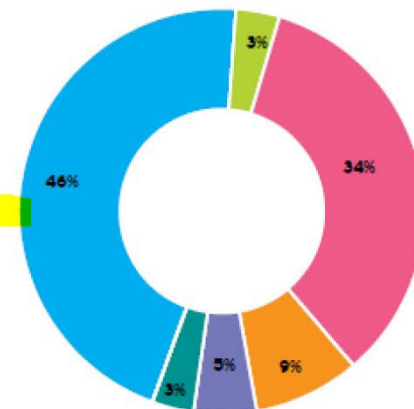
Mira Costa Community College District Balanced (50% Fixed Income, 50% Equity)

6/30/2022

Change in Portfolio - Fiscal Year 2022

Asset Allocation

| | |
|------------------------------|-------------|
| Portfolio Value on 6/30/2021 | 33,571,048 |
| Contributions | 0 |
| Withdrawals | 0 |
| Change in Market Value | (4,915,630) |
| Income Received | 860,053 |
| Portfolio Fees | (43,386) |
| Portfolio Value on 6/30/2022 | 29,472,085 |

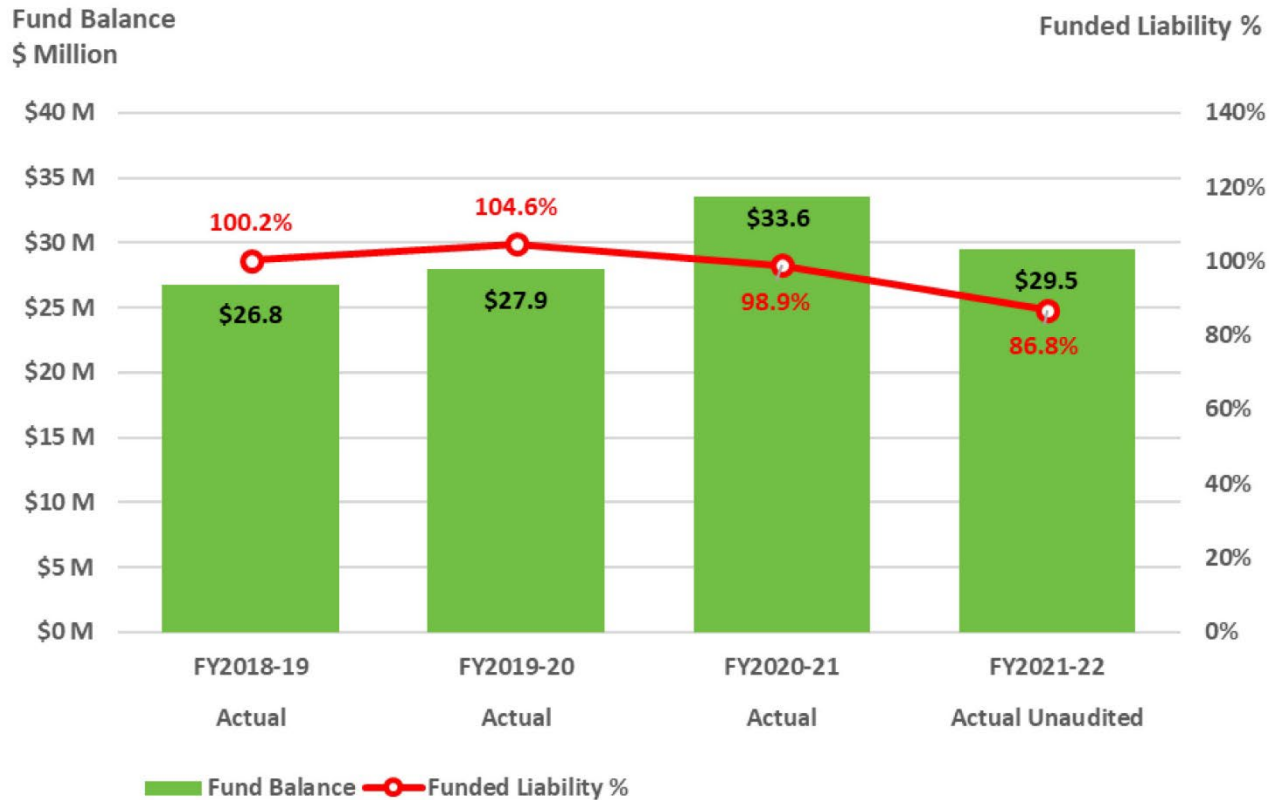


- Global Equity
- Natural Resources
- Investment Grade Bonds
- TIPS
- High Yield Bonds
- Bank Loans
- Cash & Short-Term Bonds

Trailing Period Performance

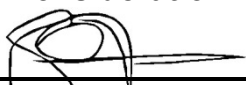
| | 1 YR (%) | 3 YR (%) | 5 YR (%) | 10 YR (%) | Inception Date | Since Inception (%) |
|---------------------------------------|----------|----------|----------|-----------|----------------|---------------------|
| Mira Costa Community College District | -12.2 | 3.3 | 4.5 | 5.3 | 7/1/2009 | 7.0 |
| Policy Benchmark ¹ | -12.4 | 3.8 | 5.1 | NA | | NA |
| CPI Medical Care (Inflation) | 4.5 | 3.3 | 2.9 | 2.8 | | 2.9 |

MCCD FUNDED LIABILITY % TREND



**Note: Fund Balance & % is driven by the Stock and Bond markets.
Actuarial Liability, 6/30/2021 Report, \$33,951,252.**



| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: 2022-2025 Student Equity Plan-First Read | Attachment: Draft 2022-2025 Student Equity Plan |
| Category: Information | Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ Information Consent Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ Goal 1 Goal 2 ✓ Goal 3 Goal 4 </div> |
| Recommended:  <hr/> Alketa Wojcik, Ed.D. Vice President, Student Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

As a condition of the receipt of Student Equity and Achievement funds, campuses are required to maintain a student equity plan to ensure equal educational opportunities and to promote student success for all students, regardless of race, gender, age, disability, or economic circumstances (Education Code §§ 78220). The Student Equity Plan is a tri-annual plan submitted to the Chancellor’s Office that identifies targeted populations based on an analysis of disproportionate impact for the following subgroups: foster youth, students with disabilities, low-income, veterans, race/ethnicity, homeless students, LGBTQ+, gender, and first generation. The plan assesses outcomes in five key success indicators: successful enrollment, persistence (first primary term to secondary term), completed transfer-level math and English, transfer, and completion. The Chancellor’s Office requires all colleges to revise and resubmit three-year plans for 2022-2025.



STATUS

The Student Equity plan is due to the Chancellor’s Office on November 30, 2022. The plan requires approval by the board of trustees prior to submittal.

The draft [Student Equity Plan 2022–2025](#) is available on the college website.

RECOMMENDATION

For information only.

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject: Office of Administrative Services Board Report | Attachment: None |
| Category: College-Related Reports | Type of Board Consideration: ✓ Information Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: ✓ ✓ ✓ ✓ Goal 1 Goal 2 Goal 3 Goal 4 |
| Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

Over the last several months, the Office of Administrative Services led the effort to make major revisions to the Integrated Planning Manual, which reflect the changes that have been made to the various college planning processes since 2016. The update will be presented to the governance groups this fall.

Work is also underway on the Facilities Plan update. The Campus Advisory Committee, along with other key faculty, staff, students, and administrators, are working closely with consultants to review and update the plan with a look at future needs and space flexibility. A faculty, staff, and student survey to gather feedback on facilities needs will be sent out later this month. Integrated throughout the Facilities Plan will be a focus on sustainability efforts and the district’s work towards meeting the chancellor’s office Climate Action and Sustainability Goals. The office is already working on several sustainability projects and has recently concluded work on a memorandum of understanding with Johnsons Controls, Inc. related to alternative energy systems. The office, with input from the Campus Advisory Committee, is also updating the district’s furniture and campus wayfinding standards.

The division, along with Human Resources, worked throughout the spring to provide a completed draft of Standard III of the accreditation report, and continues to provide input and evidence as the entire report is being edited this fall. Additionally, the division has reviewed and updated over ninety board policies and administrative procedures to ensure they are current, compliant with local, state, and federal laws and regulations, and that barriers to equitable practices are removed.

The office continues to support the Student Conduct/Police Advisory Committee (SCPAC) and the Independent Citizens’ Bond Oversight Committee (ICBOC). The SCPAC meets monthly to review, discuss, and provide feedback on matters related to student conduct and college police, and is composed of faculty, staff, students, and community members. Most recently, the committee provided valuable feedback on police hiring and outreach efforts, as well as policy

and procedure updates related to student conduct. The ICBOC and its advisory committees meet monthly to provide oversight on the Measure MM bond program, reviewing both the financials and progress of construction projects related to the bond to ensure funds are spent as outlined by the bond measure. The office and Public Information Office work with the ICBOC to produce an annual report in June, which provides highlights of the committee's annual activities and progress on bond projects. Throughout August and September, work was completed to ensure the district would be ready to sell the last tranche of the Measure MM bonds, Series C. The district again received the highest bond rating possible from Moody's and Standards & Poor, ensuring the most favorable bond rates for the district's tax base.

The college received \$150,000 from the state to conduct a student housing feasibility study, which was completed early in the fall semester. The initial student survey has been completed, and we are now in the process of forming student focus groups to provide additional input. The district is well-positioned to explore the next steps related to student housing.

At the beginning of the fall semester, the Fiscal Services Department moved from the temporary T200s to T600 and is now sharing space with the Purchasing Department and the Office of the Assistant Superintendent/Vice President, Administrative Services for the next few years. Additionally, the Academic Information Services (AIS) department underwent a reporting structure change in 2021, as a result, AIS is going through the process of changing the department name to better align with the services it provides to the entire district. The new proposed department name is Information Technology, a more traditional name that should continue to be used into the future, stay relevant, and encompasses all the services the department provides.

Academic Information Services (Anthony Maciel, Associate VP/Chief Information Systems Officer)

The Technology Advisory Committee (TAC), working collaboratively with AIS, is in the final stages of completing the Technology Plan, which was routed to all governance groups for another round of feedback and review this fall. After review and approval of the plan by the TAC this month, the final plan will now be presented to all governance groups for approval and will be coming to the board in November 2022.

AIS has worked to complete the requested revisions and changes to accreditation standard III.C - Technology Resources and is working collaboratively with the capital construction team to order technology equipment for new buildings well in advance of installation to mitigate the issues caused by supply chain disruptions. There is still equipment with long lead times, sometimes up to fourteen months. The team is working on developing technology standards to ensure system interoperability and to lower the cost of support, while providing platform uniformity and ease of use for all students and employees.

Infrastructure Systems and Application Development

The networking team worked with facilities and the capital construction team to create a new pathway for fiber optic cables serving many buildings in the northwest portion of the Oceanside campus. This new pathway was needed, as the footprint of the new CHEM/BIO building overlaps with the current conduit and fiber optic pathway. The work and fiber cutover were completed during summer to minimize the impact on students and employees. The networking team has also been busy preparing network switches and wireless networking equipment for Building OC1000 as the remodel nears completion.

The application development team has recently completed several projects, including:

- New Online Orientation Platform - Redesign of credit students' orientation experience, integrating SURF with a new content delivery platform from Advantage Design Group. The interactive multimedia system provides information to students about college life and tools for academic success. It includes general and mandated information, dynamically targeted videos, and other information for specific student populations such as Veterans, DACA recipients, international students, and other groups. In addition, the new orientation allows students to navigate at their own pace. Completing the orientation automatically grants the student priority registration in SURF.
- External Partners App in Salesforce – for use by noncredit and TCI to track and coordinate interactions with external partners using the district's new Customer Relationship Management (CRM) system.
- GetInclusive (Title IX Training) Interface updates.
- Fluid Class Search Updates for "Room" Field.
- Implementation of Workday 2022 Release "R2" featuring a new homepage, global navigation menu, searchable inbox, and federated search.
- Workday to VSP integration modifications were also completed to meet new requirements from the vendor.
- Numerous MIS submissions were completed, including MIS Annual Program Awards and MIS Annual Calendar, and the 2023 academic year.
- Applied upgrade module "PUM 26" to the PeopleSoft Student Information System, which contained bug fixes and financial aid regulatory updates.

The systems engineering and information security team has been completing several highly complex and extensive projects, including:

- Provisioned 4,725 new student Office 365/email accounts for the fall semester and 2,675 new student Office 365/email accounts for the summer semester.
- Upgraded infrastructure computing systems that support virtual servers and virtual desktop systems at multiple sites, including the Oceanside campus, San Elijo campus, College Police, and the district's virtual sites, which remotely support students with access to desktop computing resources.
- Replaced and upgraded several servers to increase security and functionality, including domain controllers and other infrastructure servers.
- Completed state chancellor's office new cybersecurity self-assessment questionnaire.

Technology Support Services

The technology support services team is completing a district-wide hardware inventory project that includes desktops, laptops, and printers. This detailed project includes obtaining locations, models, and ages of all the various equipment throughout the district. Once complete, this inventory will be used to create a new equipment replacement plan.

The media services team installed and upgraded media equipment in preparation for the fall semester. The team installed four (4) new HyFlex classrooms throughout the district at the request of instructional services to meet the needs of faculty and students. A very successful and well-attended workshop was offered during FLEX week to train faculty and staff, and to provide hands-on experience on the new HyFlex technology in the classrooms. Additionally, the team is working with the capital construction team to ensure that new buildings have the technology equipment needed to meet the needs of the various departments in those buildings.

The student help desk team continues to provide services to students and district employees on a regular basis. These services include support and troubleshooting with SURF (e.g., e-forms,

adding and dropping classes, viewing class schedules, wait-listing, enrollment dates, payments, class search, search and ordering textbooks, transcripts, etc.) and the learning management system—Canvas (e.g., discussion boards, media apps, Turnitin, submission of assignments, uploading and/or downloading of files, locating online classes, and navigation in general). Additional technical assistance was given to students who were unable to access the district's data and online portals. Typical troubleshooting support calls include retrieving account login information, password resets and unlocking accounts, assistance with software updates, and multifactor authentication solutions.

The tables below outline the Student Help Desk statistics for the academic year 2021/22 and for the first quarter of the academic year 2022/23.

Fiscal Year: 2021 - 2022

| 2021-2022 Fiscal Year Service Request Statistics | | | | | | | | | | | | | |
|--------------------------------------------------|-------------|-------------|-------------|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Annual Total |
| Calls | 480 | 1140 | 563 | 511 | 639 | 649 | 1395 | 916 | 738 | 695 | 1477 | 1372 | 10,575 |
| Emails | 330 | 564 | 262 | 227 | 345 | 252 | 590 | 436 | 318 | 266 | 563 | 710 | 4,863 |
| Chats | 264 | 520 | 242 | 212 | 265 | 213 | 471 | 265 | 207 | 221 | 403 | 179 | 3,462 |
| Total | 1074 | 2224 | 1067 | 950 | 1249 | 1114 | 2456 | 1617 | 1263 | 1182 | 2443 | 2261 | |

Fiscal Year: 2022-2023 – Quarter #1 (July – September 2022)

| 2022-2023 Fiscal Year Service Request Statistics | | | | | | | | | | | | | |
|--------------------------------------------------|-------------|-------------|-------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--------------|
| | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Annual Total |
| Calls | 705 | 1711 | 422 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2,838 |
| Emails | 525 | 1419 | 1156 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3,100 |
| Chats | 179 | 276 | 68 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 523 |
| Total | 1409 | 3406 | 1646 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

Fiscal Services (Katie White, Director)

Budget and Planning:

The department completed the budget development for FY2022/23 Tentative and Adopted Budget, as well as the five-year rolling financial plan. The department also provided the financial data for the Bond Measure MM Series C presentation.

Workday Support:

Workday 2022R2 released to production on September 10. The Workday preview was reviewed, analyzed, and shared with functional teams, and communications were sent out to end-user on the new look and functions.

A kick-off meeting with Accenture was held on September 9 on Post-Production Support (PPS) processes with the new annual PPS contract in place. PPS are break/fix services, configuration changes, custom reports and enhancements, and other services. PPS is intended to provide continuous improvements to the functional areas and end-users as business processes change. Continued support is being provided through the Workday Helpdesk and end users' inquiries are addressed through both individual and group sessions on various support needs.

Accounting:

Accounting completed year-end close, which included performing all year-end activities during June, July, and August, with books closed on time by August 15. Activities include reconciliation of all grants, funds, program validations, and account validations. A review of activities shows that approximately 3,800 payments and 6,150 journal entries are completed per month.

The Chancellor's Office Annual Financial Report (311 Annual) was completed and submitted in September and annual audit activities are now underway, with additional audit documents and information being provided, as needed.

Cashier's Office:

New Credit Card Terminals were installed in early August, providing new tap/insert credit card capabilities for students and staff, which improve services and security with end-to-end encryption.

In July, changes were made to the third-party payment process in PeopleSoft Student (SURF). These changes improve Veteran's Administration (VA) and other third-party payers of students' fees for monitoring, tracking, and querying of payment status, outstanding balances, and refunds for overpayments. The new process reduced reconciliation time and improved accuracy and payment processing.

In August, new procedures were created to allow enrolled students to purchase non-mandatory fee items such as bus passes, ID cards, and parking passes without requiring payment or payment plans on outstanding balances. Procedures for refunds to eliminate accounting reconciliation discrepancies were also changed.

September through December, 1098T reconfiguration will be happening. Once complete, the process in PeopleSoft will reduce manual efforts, improve efficiency, and eliminate AIS involvement, and will cut down on job processes and reporting errors during the reporting period.

Purchasing (Mina Hernandez, Director)

Copy Center

The Copy Center has been busy this fall with in-house projects for the district, which have traditionally been outsourced. With its new high-production color copier, the center has prepared Class Credit schedules, the annual budget book, biotechnology booklets, and business cards. These projects have seen an overall savings of 70 to 94 percent.

Purchasing

Mina Hernandez, Director of Purchasing and Material Management, successfully completed the Association of Chief Business Officials (ACBO) Institute I and II. These institutes are advanced training for new or aspiring chief business officers to train them to take executive and senior leadership positions at a district or college level.

Workday Process Improvements

The purchasing team identified the need to manage multi-year transactions at a contract level. With assistance from Accenture, the purchasing team developed, tested, and implemented the Supplier Contracts functionality in Workday on July 1. This new process enhances contract management by allowing for a central location where all contract documents and the associated financial transactions are easily accessible. Purchasing and Kitchell have been trained and are transitioning over any active agreements, while also adding new contracts. A working group has been organized to partner with purchasing in creating end-user training and job aids, with an expected rollout of spring 2023.

On July 1, the newest punchout with B&H Photo Video launched in Workday. The purchasing team continues to monitor procurement transactions to identify additional sources that will expand time-saving service to district departments.

Bidding/Contracting Activities

Purchasing has gone out to bid on several public works projects for the Facilities Department. Recent successful bids include the Greenhouse Installation and Propagation House Repairs in horticulture and OC2100 Mechanical Improvements. Current active bids include OC2100 Photo Lab Mechanical Improvements.

Year End Closing

Procurement activities for FY2022 concluded on June 30. The technology and equipment needed for social distancing during the COVID-19 remote environment and the return to campus sites of staff and students resulted in a 37 percent increase in total spending from FY2021.

Warehouse

The warehouse team has been collaborating with Dovetail and Kitchell to create a plan for space and storage needs for upcoming new bond building projects. They have also been meeting with other local colleges to review their warehouse operations to gain more knowledge and ideas for better space utilization.

The warehouse team is excited to see more students and staff back on campus. With this increased traffic, district-wide off-site pick-ups and deliveries have been increased. The warehouse continues to be committed to same-day turnaround for incoming shipments on the Oceanside campus. It has also experienced increased coordination throughout the campus for surplus and replacement items.

Facilities (Tom Macias, Director)

Community College Facilities Coalition Conference

Facilities Director, Tom Macias, attended the annual CCFC conference in September. Many topics were covered including progressive design-build, which the district is involved in, as well as the state of the economy as it relates to construction and total cost of ownership.

Non-Capital Improvement Program Project Updates

- Replace the CLC Quad Lawn
- Painted SAN building 1000
- Repaired old gym building 5000 floor and roof due to unforeseen water leak; gym needs to remain functional during construction of the new gym
- Continued working on the relocation of welding and brew tech programs from the Oceanside Landis Recreation Center to Technology Career Institute
- Awarded Oceanside New Horticulture Greenhouse and Propagation House Renovation projects
- Submitted board approved district 5-year capital construction plan to the Chancellor's Office
- Continued planning meetings with architect to design new lighting control system to replace the old system at B2000 theater

Capital Improvement/Measure MM Program Project Updates

MiraCosta Facilities and Kitchell Project Management office conducted an annual semester outreach presentation to students in the MiraCosta College Design Department's project management course.

Oceanside

- Track and Field, Parking Lot 5A and Strong Workforce Development projects are complete
- B1000 Renovation project continues; expected to be completed at the end of fall 2022
- Health and Wellness Hub: New Gym, KHAN and Allied Health buildings are under construction
- New Student Services Building Project has four (4) Guaranteed Maximum Price (GMP) Phases; GMP 1 was completed in fall 2022; GMP 2 Central Plant Upgrades work was completed over the summer 2022; GMP 3 Slope Stabilization work was completed in March 2022; GMP 4 Student Services Building is under construction
- New Chemistry and Biotechnology Building was approved by DSA; GMP for construction was negotiated and approved with board delegated authority; construction is planned to begin in late September.
- Library Renovation project completed the design phase and is under review with DSA; GMP pricing is being submitted for district review and negotiation in September
- Swing Space updates for the Library occupants were designed and submitted to DSA for approval
- New Arts/Media Building received DSA approval for grading and slope repair activities; GMP pricing was submitted in August and negotiations are underway
- Communications Hub, Equity Village and Student Center Renovation project completed the schematic design phase of design and is now in the design development phase
- OC Campus Wayfinding and Signage design project began in June and design efforts continue

San Elijo

- B600, B300, B500, B200, New Student Services and Administration Building, B100, B900, B400 and Site Utility Projects are complete
- The Miscellaneous Enhancements summer scope of work was completed on B900, B300 and B600, with some final construction items planned for winter break to complete work on B500 and the trellis roofing panels
- Repair of quad landscape and lawn areas was completed in the center of campus

Community Learning Center

- Monument Project, New Student Services B300, and B100 & B200 projects are complete
- B100 skylight repair was completed over the summer

College Police (Val Warner-Saadat, Interim Chief of Police)

College Police personnel continued to work at all sites to maintain the safety and security of each campus.

Awards/Commendations

Officer Tim Mayr received a commendation for his exceptional response and apprehension of a suspect who was violating a restraining order against a MCC student.

Emergency Preparedness Operations

The district's Emergency Operations Plan update has been completed and training is scheduled on a regular basis for all campuses. Emergency operations supplies have been inventoried and those needing replacement have been replaced with fresh supplies at all campus locations. Safety presentations were conducted at the Child Development Center, a Nursing course and various other classroom/zoom presentations. A more efficient system to check/repair emergency call boxes throughout all campuses has been developed.

A streamlined system for keeping track of events which require police involvement has been developed. Police Communications is working with the Public Information Office (PIO) to send out a mass notification message during the Great Shake Out on October 20, 2022.

Instructions on how staff and students can update their information to make sure they receive messages in the event of an emergency will be provided. Department members also worked with the PIO to ensure all campus maps were updated to include the new locations of emergency callboxes and AED's.

Uniforms

Uniforms have been updated for department personnel. All non-sworn personnel have been transitioned into wearing gray or light blue uniform shirts, so they are no longer mistaken to be sworn police officers. Additionally, vehicles driven by non-sworn personnel were painted white, so it does not appear that they are driving a marked black and white police vehicle.

Campus Outreach

Multiple officers conducted in-person presentations on personal safety for classroom/zoom discussion. Presentations included:

- Assisted in CDC (Child Development Center) fire drill
- Partnered with the Administration of Justice (AOJ) program to assist students with a service-learning project. Senior Public Service Officer (PSO) will partner with students to show them how to lift fingerprints from various objects. Students will then attend multiple community events to speak about the advantages of enrolling in the AOJ program. Finally, those students will work with police personnel to provide Child ID kits to families at the STREAM festival in spring 2023.
- Continuing to work with Admissions and Records to identify and investigate potential fraudulent student applications.
- Created a Social Media team of three (3) people to promote recruitment opportunities, important information and connect with other departments/agencies.
- Loaned out canopies to assist various organizations while they held events on campus.
- Continuing to assist with college sponsored events such as the Farmer's Market, Club Rush, Welcome Fests at OCN/CLC/SEC, August Fest/ Vaccine Clinics/ MCC Welcome week activities (Petting zoo, carnival games etc.)

Training

College Police staff have been involved in several activities related to training and process improvement. All officers completed legislatively mandated training (AOT) and the department completed a training MOU with Oceanside Police (OPD) so that MCPD officers may attend OPD-led AOT. PSO's began providing weekly property and evidence training to officers. A new

training manual was created for PSO positions and work was completed on the police department guidebook, which will assist in transitioning to new assignments, as well as succession planning to supervisory positions. MOUs with Oceanside Police, Carlsbad Police, and the San Diego County Sheriff were completed. The Computer-Aided Dispatch (CAD) system is now in compliance with the California Incident-Based Reporting System (CIBRS). The department went live with the new system on August 16, 2022, and most police personnel have completed the 12-hour CIBRS training through the Department of Justice. Additionally, the county-wide University & College Law Enforcement Taskforce (UCLET) was re-established.

In addition to the above training, officers, dispatchers and PSO's attended the following courses:

- Property and Evidence Training
- Training Administrators
- Conflict Management for Dispatcher Communications
- Legal Update
- Use of Force
- Hate Crime Investigations
- Dispatchers Role in Critical Incidents
- Sex Offender Registration Training

Bookstore (Follett)

In May, the bookstore started preparing for textbook rental returns and collaborating with campus partners on Gradfest and commencement celebrations. Over 1,100 rental books were checked in while simultaneously providing solutions for graduation regalia issues that Herff Jones was facing company wide. Bookstore staff partnered with the college and set up a pop-up shop at commencement, which successfully served students and families with items ranging from gifts and diploma frames, to forgotten or left behind items, such as tassels and stoles. The bookstore facilitated a successful student, faculty and staff regalia distribution and had a wonderful time being a part of Gradfest and commencement.

Although Vaccine Incentive Program (HEERF CARES Act Funds) sales ended in spring, the Bookstore has worked with multiple departments on campus to create accounts that allow approved students to purchase textbooks, supplies, etc. The Bookstore team efficiently assisted hundreds of students and successfully charged and finalized accounts, such as Promise, EOPS, and RAFFY, transacting over \$280,000.

With the fall semester come orientations and Welcome Fest. The Bookstore joined in on the fun, creating 30 percent off coupons which were shared with the orientation team to pass along to new students during a variety of welcome events. The Welcome Fest bookstore pop-up provided information, opportunity drawings, and items to purchase.

The Bookstore team was asked to partner with UPRISE to create a quick but informative video on how they work with the UPRISE team and assist students with their course material needs. The video included the bookstore manager, assistant managers, and team members, and was posted on social media and shared at the UPRISE event.

As social media continues to be a primary source of information, entertainment, and news, the bookstore has created an Instagram account to extend their reach to students and the community. New item updates, bookstore information, event information and other campus/bookstore related information are posted regularly.

New products have made their way into the Bookstore, providing students with fresh items each season. The Bookstore anticipates that these new items, along with the new Thursday Faculty and Staff Discount Day, which offers a 10 percent discount on apparel, gifts and supplies to employees, will increase foot traffic and sales.

Food Services (CulinArt)

CulinArt is pleased to welcome staff and students back to campus and is happy to announce that they are fully open and operational, serving breakfast, snacks, lunch and mid-afternoon treats at both the Oceanside and San Elijo campuses. The Oceanside Café is open Monday-Thursday, 7:30am-4pm, and Friday, 7:30am-2pm, and the Cardiff Reef Café at the San Elijo Campus is open Monday-Thursday, 8am-2pm. CulinArt is also available for on-campus catering events. Catering and weekly café menus are available online at:

<https://miracosta.edu/administrative/food-services.html>.