



## MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

REGULAR MEETING  
4 P.M. – THURSDAY – JULY 20, 2023  
BOARDROOM (T-200) – OCEANSIDE CAMPUS  
1 BARNARD DRIVE – OCEANSIDE, CA

### AGENDA

#### I. CALL TO ORDER AND REPORT OUT FROM CLOSED SESSION

#### II. FLAG SALUTE / ROLL CALL

#### III. APPROVE MEETING MINUTES

- A. Special Meeting/Campus Tour of June 15, 2023
- B. Workshop of June 15, 2023
- C. Special Meeting/Closed Session of June 22, 2023
- D. Regular Meeting of June 22, 2023

#### 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. Student Conduct and Police Advisory Committee Update

## **VII. CONSENT ITEMS**

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
- B. Ratify Execution of Personal Services Contract
- C. Ratify Memorandum of Understanding with the Department of Rehabilitation (Options for All, Inc.)
- D. Approve JPA Insurance Renewal 7/1/23-7/1/24 and District Insurance Schedule
- E. Ratify Student Accident Insurance Renewal
- F. Approve Updated Course Agreement with Cathedral Catholic High School for the Fall 2023 and Spring 2024 Dual Enrollment Program
- G. Approval of Employee Travel
- H. Notice of Completion Bid CO5-23 Technology Career Institute Improvements
- I. Approve Purchase for Furniture, Fixtures and Equipment for OCN Student Services Project
- J. Approve Annual Dell Computer Replacement Purchases
- K. Ratify Purchase of Plastinated Anatomy Specimens from Gubener Plastinate (GmbH)
- L. Ratify and Approve Contracts and Purchase Orders

## **VIII. ACTION ITEMS**

- A. Appoint Independent Citizens' Bond Oversight Committee Members
- B. Approve Employment Contract for Assistant Superintendent/Vice President
- C. Ratify Memorandum of Understanding Associate Faculty 23-05 Health Benefits

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

- A. Board Policy 4025 – Philosophy and Criteria for Associate Degree and General Education

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

- A. Board Policy 5505 – Academic Integrity

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

- A. Board Policy 7330 – Communicable Disease
- B. Board Policy 7600 – College Police Department

## **XII. COLLEGE-RELATED REPORTS**

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

**XIII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**

**XIV. ADJOURNMENT**

**UPCOMING MEETING**

**4 p.m. – August 17, 2023  
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](mailto:jbollerud@miracosta.edu).

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



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

**MINUTES OF SPECIAL MEETING/CAMPUS TOUR**

**JUNE 15, 2023  
(DRAFT)**

**I. CALL TO ORDER**

The Board of Trustees of the MiraCosta Community College District met for a campus tour of the Measure MM funded facilities on the Oceanside Campus on Thursday, June 15, 2023. President Frank Merchat called the meeting to order at 2 p.m.

**II. FLAG SALUTE / ROLL CALL**

Board members present:

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

Board members not present:

Raye Clendening

Administrators present:

Superintendent/President Sunny Cooke  
Assistant Superintendent/Vice President Tim Flood  
Facilities Director Tom Macias  
Public Information Office Director Kristen Huyck

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

None.

**IV. Building Tour**

Assistant Superintendent/Vice President Tim Flood and Facilities Director Tom Macias led a tour of the Measure MM funded facilities on the Oceanside Campus.

**V. ADJOURNMENT**

The meeting adjourned at 3:50 p.m.

**MINUTES APPROVAL:**

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Frank Merchat  
President

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



**MIRACOSTA COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

One Barnard Drive, Oceanside, CA

**MINUTES OF REGULAR MEETING / WORKSHOP**

**JUNE 15, 2023  
(DRAFT)**

**I. CALL TO ORDER**

The Board of Trustees of the MiraCosta Community College District met in a regular meeting/workshop on Thursday, June 15, 2023, in Room T-200 on the Oceanside Campus. President Merchat called the meeting to order at 4 p.m.

**II. FLAG SALUTE / ROLL CALL**

Board members present:

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

Board members not present:

Raye Clendening

Administrators present:

Superintendent/President Sunny Cooke (virtually)  
Assistant Superintendent/Vice President Tim Flood  
Assistant Superintendent/Vice President Denée Pescarmona

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

None.

**IV. CHANGES IN AGENDA ORDER**

None.

**V. PRESENTATIONS**

**A. Report on Student Success Metrics**

Research, Planning, and Institutional Effectiveness Dean Chris Tarman presented the most recent metrics and trends from the Student Success Metrics Launchboard (which supports the CCCC *Vision for Success*), ACCJC Institution-Set Standards, and the leading indicators for the first term of the College's first-time-in-college cohorts (2022/23) in the Guided Pathways dashboard. Statewide metrics are accessible to the public and can be found at <https://www.calpassplus.org/LaunchBoard/Student-Success-Metrics.aspx>. While reviewing ACCJC Institution-Set Standards, Tarman focused on marks that were met in spite of the pandemic, as well as the impressive completion rates within cohorts over three years. He noted that MiraCosta is bouncing back with enrollments and in all of our leading indicators, so

we're moving in a positive direction. The college will continue to monitor these leading indicators for subsequent cohorts to be sure that the upward trend continues.

Tarman noted that progress was being made in all categories each year prior to the pandemic and we are seeing things trend back up as we emerge from the pandemic. Guided Pathways efforts are continuing with a focus on students obtaining education plans in their first semester, and we are seeing positive results from these efforts.

Tarman reviewed the direct enrollment rates in transfer-level English and math courses, course success rates in those initial course enrollments, and one-year transfer-level English and math completion (throughput) rates to ascertain the effects of reforms to remedial education outlined by legislation (AB705). Since the elimination of placement tests and pre-transfer course sequences in both disciplines, the data show that all students are enrolling directly into the transfer-level English and math courses. For example, access to transfer-level English rose from 69 percent of students in 2015/16 to 100 percent of students in 2022/23, and access to transfer-level math rose from 42 percent in 2015/16 to 100 percent in 2022/23. Despite the huge increase of enrollments directly into the transfer-level courses, course success rates in the students' first attempt at taking the English or math course remained relatively flat. Because far more students are now enrolling and completing the transfer-level courses with a passing grade, many more students are completing the transfer-level English and math degree and transfer requirements. Indeed, the throughput rate for transfer-level English has increased from 62 percent in 2015/16 to 71 percent in 2019/20, before decreasing to 65 percent during the Covid pandemic in 2021/22 (two points lower than the statewide average). For math, the throughput rate has increased from 36 percent in 2015/16 to 66 percent in 2021/22, which is 11 points higher than the statewide average.

#### **B. Fiscal Year 2024 Tentative Budget Workshop**

Assistant Superintendent/Vice President of Administrative Services Tim Flood provided an overview of the FY2024 tentative budget. Flood presented a balanced budget for the upcoming fiscal year, and he noted that property tax revenues for 2022/23 came in at 3.6 percent. The board looked back at budget directives and priorities for FY2022/23 and reviewed board directives and priorities for FY2023/24.

Flood reviewed the Governor's May Revise for FY2022/23, which is what the district uses to forecast and build its tentative budget, and he reported there is \$31.5B shortfall overall statewide. The Governor is projecting this year is the down year with the budget and that the economy is going to grow slightly. A downturn in the economy, however, would create additional revenue shortfalls.

Flood reported the district is right on course with revenues and, even though we are no longer receiving CARES dollars, over the last couple of years we were able to use the CARES funding we did receive in areas that were beneficial to our budget. A reduction to the COVID 19 Recovery Block Grant means a \$3.17 reduction to MiraCosta, and the decrease in one-time Physical Plan and Instructional Support (PPIS) funds would result in an estimated of \$4.77M reduction to MiraCosta. Over the last five years, the district has been adding to Fund 41 when possible, to help augment the costs of needed facilities projects. In order to help us complete the district's Measure MM facilities projects, \$15M will be moved from Fund 11 to Fund 41 to augment funding needs.

Revised highlights include flexibility among some of the categorical programs, and the increase in retirement costs has leveled out, as was projected would occur. Funding for

Guided Pathways in 2022/23 was \$1.2M, and another \$1.3M will be added, raising Guided Pathways funding to \$2.5M in 2023/24.

Board members addressed questions and provided input in preparation for being asked to approve the tentative budget on June 22, 2023. The final budget workshop will be presented on September 7, 2023. Adoption of the final budget is scheduled on September 14, 2023.

### **C. Fiscal Year 2025-2029 Five-Year Capital Construction Plan Workshop**

Assistant Superintendent/Vice President of Administrative Services Tim Flood, as well as Facilities Director Tom Macias and Facilities Project Manager Megan Evenary, provided an overview of the Five-Year Capital Construction Plan. Flood reminded trustees of the Capital Improvement Program values that are considered for all projects to ensure that needs and ethical values of the board are met. Many projects have been accomplished over the last six years.

Facilities Director Tom Macias provided an overview of the projects at the Community Learning Center. In total, five projects have been completed, with just one remaining project.

Eleven of the 13 projects slated for the San Elijo Campus are finished. Macias noted the project involving recycled water from the Olivenhein Water District, as well as installing an ADA compliant path of travel (required by DSA), are the two remaining projects.

Megan Evenary provided an overview of the Oceanside Campus and noted that three projects have been completed, three more are nearing completion. Many projects have been started and are in the works, including the Health and Wellness Hub, the new Student Services Building, the Library renovation, the new Media Arts Complex, the new Bio/Chem Building, and the 3000 Building series project (Communications Hub, Social Justice and Equity Centers, and Student Center).

In reviewing the five-year construction plan, Flood noted that funding for 2025-29 projects exceeds the Measure MM bond funds by \$83,510,470. Although the district has been allocating general fund resources each year, there is still a \$46,510.47 shortfall. The district is exploring options to meet this need, including requesting authorization for a \$50M certificate of participation (COP), also known as a lease revenue bond, to bridge the budget shortfall. The Science Building (4500) is in desperate need of renovation and is included in the projected funding needs (currently not fully funded). The board expressed support for pursuing the lease revenue bond to augment the funds needed and to continue to put aside District dollars for ongoing needs (deferred maintenance, renovation, modernization, and re-purposing).

Board members addressed questions and provided input in anticipation of being asked to approve the plan and before the submission of the plan to the Chancellor's Office.

### **VI. ADJOURNMENT**

The meeting adjourned at 6:19 p.m.

### **MINUTES APPROVAL:**

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Frank Merchat

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Sunita V. Cooke

President

Superintendent/Vice President



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

**MINUTES OF SPECIAL MEETING/CLOSED SESSION**

**JUNE 22, 2023  
(DRAFT)**

**I. CALL TO ORDER**

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, June 22, 2023, in Room 1054 at the Oceanside Campus. President Frank Merchat called the meeting to order at 2 p.m.

**II. FLAG SALUTE / ROLL CALL**

Board members present:

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

Board members absent:

Raye Clendening

Administrators present:

Superintendent/President Sunny Cooke  
Interim Assistant Superintendent/Vice President Hayley Schwartzkopf  
Legal Counsel Pilar Morin

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

None.

**IV. DECLARE NEED FOR CLOSED SESSION**

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

**A. Conference with Labor Negotiators**

(Pursuant to Government Code Section 54957.6)

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

**B. Employee Discipline/Dismissal/Release, Number of Potential Cases: 2  
(Pursuant to Government Code section 54957)**

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

At 3:50 p.m., the board returned to open session to report the following:

**A. Conference with Labor Negotiators**

(Pursuant to Government Code Section 54957.6)

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

Employee organizations: All Groups

No report.

**B. Employee Discipline/Dismissal/Release, Number of Potential Cases: 2**

(Pursuant to Government Code section 54957)

No action.

**VI. ADJOURNMENT**

The meeting adjourned at 3:50 p.m.

**MINUTES APPROVAL:**

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Frank Merchat  
President

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



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

**MINUTES OF REGULAR MEETING**

**JUNE 22, 2023  
(DRAFT)**

**I. CALL TO ORDER**

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, June 22, 2023, in Room T-200 at the Oceanside Campus. President Frank Merchat called the meeting to order at 4:02 p.m.

**II. FLAG SALUTE / ROLL CALL**

Board members present:

Rick Cassar

William Fischer

George McNeil

Frank Merchat

Anna Pedroza

Jackie Simon

Kenneth Pilco (Student Trustee)

Board members not present:

Raye Clendening

Administrators present:

Superintendent/President Cooke

Assistant Superintendent/Vice President Tim Flood

Assistant Superintendent/Vice President Denée Pescarmona

Interim Assistant Superintendent/Vice President Hayley Schwartzkopf

**III. OATH OF OFFICE**

**A. 2023/24 Student Trustee – Kenneth Pilco**

**2023/24 Associated Student Government President – Bianca Rosales**

Dr. Cooke administered the oath of office to Kenneth Pilco, the 2023/24 student trustee, and Bianca Rosales, the 2023/24, the Associated Student Government president.

**IV. APPROVE MEETING MINUTES**

**A. Special Meeting/Closed Session of May 11, 2023**

**B. Workshop of May 11, 2023**

**C. Regular Business Meeting and Special Meeting/Closed Session of May 18, 2023**

By motion of Trustee McNeil, seconded by Trustee Fischer, the board approved the minutes of the special meeting/closed session and the workshop of May 11, 2023.

Vote: 4/0/2

Aye: Cassar, McNeil, Merchat, Pedroza

Abstentions: Fischer, Simon

Absent: Clendening

By motion of Trustee McNeil, seconded by Trustee Cassar, the board approved the minutes

of the regular business meeting and special meeting/closed session of May 18, 2022.

Vote: 6/0/0

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

Abstentions: None

Absent: Clendening

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

None.

## **VI. CHANGES IN AGENDA ORDER**

Dr. Cooke called attention to the update to Consent Item VIII.Q, which recommends a contract renewal of up to five (5) years with Follett Bookstore.

## **VII. PRESENTATIONS**

### **A. Career Education Program Reviews and Strong Workforce Program Biannual Update**

Dean Al Taccone, Associate Dean Ben Gamboa, and Tina Ngo Bartel, Center of Excellence director, provided updates to the board of trustees on the data used to conduct career education biannual program reviews using Strong Workforce Program (SWP) metrics provided by the MiraCosta College Research, Planning and Institutional Effectiveness Office. As required by education code to ensure that students are completing programs, an overview of the biannual Career Education review process was provided.

Labor market data was reviewed, which notes the highest demand is in nursing. Biotechnology is in the top four, and MiraCosta is postured to help students in this area. MiraCosta is getting students through programs faster than most in the state (MiraCosta is at 31 percent; across the state is 20 percent). There is a focus on internships and work-based learning opportunities and it is estimated that about 67 percent of the students participate at the college. MiraCosta is the only college in the region to be awarded “preferred provider” status in six different career ed areas.

Data shows the Child Development program having the highest number of annual enrollments, as compared to the other career education programs offered at the college. We are a lab school, so our students get hands-on experience that makes them more employable, and there are projected job openings in San Diego County in this field. Trustees expressed concern, however, about having a program with such high enrollments in which this data show only 28 percent of students who complete the program can attain a living wage. The living wage data was troubling in many different areas indicating that many program completers fall short of providing a living wage. While the data is imperfect (does not include self-employed or military), the data is concerning. Career ladders should be explored to ensure low-wage jobs have a pathway to something better, and salary information should be presented early to students and used in advising and career decision-making.

The board asked about the areas with greatest state-wide shortfalls in employees-teachers and nursing/healthcare workers in addition to law enforcement. The region was awarded and \$18 million K-16 collaborative grant which will focus on teacher education and healthcare pipelines and MiraCosta will be a part of that work.

A second LVN cohort and a second CNA cohort were started to help fill the demand in this area. Overall, the discussion focused on ensuring that our career education programs are dynamic, vibrant, impactful and focus on creating pathways out of poverty

into living wage jobs and ensuring we have meaningful, accessible career ladders in place for students/completers to move up the socioeconomic ladder. The board asked for follow up materials and presentations on career ed outcomes.

## **VIII. CONSENT ITEMS**

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions**
- B. Approve Salary Schedule and Employment Contracts for Professional Experts**
- C. Approve Employment Contracts for MiraCosta Community College District Academic Administrator Association Members**
- D. Approve Reclassification of Existing Positions**
- E. Approve Personal Services Contract**
- F. Approve Classification of New Position and Job Description for Academic Services Coordinator**
- G. Adopt Annual Resolution Authorizing Designated Agents**
- H. Amend/Correct Resolution No. 16-23/24 for Annual Resolutions Authorizing Designated Agents**
- I. Ratify Memorandum of Understanding 23-02 with the Classified Administrator Association**
- J. Ratify Memorandum of Understanding 23-03 with the Academic Associate Faculty**
- K. Ratify Memorandum of Understanding 23-04 with the Academic Associate Faculty**
- L. Ratify Memorandum of Understanding 23-05 with the Faculty Assembly**
- M. Approve Reorganization and Rename of the Institute for International Perspectives**
- N. Approve Reorganization, Information Technology Services**
- O. Approve Employee Changes Due to Reorganization of Student Services and Instructional Services**
- P. Approve Renewal of Chatbot Software with Career America, LLC dba Ocelot**
- Q. Approve Bookstore Services Contract Renewal**
- R. Award of Agreement for RFQ-P 19-23 Facility Move Management Services and Project Assignment Amendment for the Health & Wellness Hub Project**
- S. Approve Renewal of Email Security Software Maintenance and Technical Support Agreement with CDWG**
- T. Approve Legal Services**
- U. Approve FY2025-29 Five-Year Capital Construction Plan**
- V. Approve FY2023/24 Tentative Budget**
- W. Approve Annual United States Postal Services Usage**
- X. Approve Purchase for Data Center Service Replacement/Upgrade Project**
- Y. Approve Use of FCCC/UC/CSU Cooperative Purchasing Agreements**
- Z. Approve Budget Transfer**
- AA. Ratify and Approve Contracts and Purchase Orders**

By motion of Trustee McNeil, seconded by Trustee Fischer, consent items A-AA were approved.

Vote: 6/0/0

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

Abstentions: None

Absent: Clendening

## IX. ACTION ITEMS

### A. Adopt Resolution No. 18–22/23 – Excuse Board Member Absence (Fischer) By motion of Trustee McNeil, seconded by Trustee Cassar, the board adopted Resolution No. 18-22/23 to excuse Trustee Fischer.

Vote: 5/0/1  
Aye: Cassar, McNeil, Merchat, Pedroza, Simon  
Abstentions: Fischer  
Absent: Clendening

### B. Adopt Resolution No. 19–22/23 – Excuse Board Member Absence (Simon) By motion of Trustee McNeil, seconded by Trustee Fischer, the board adopted Resolution No. 19-22/23 to excuse Trustee Fischer.

Vote: 5/0/1  
Aye: Cassar, Fischer, McNeil, Merchat, Pedroza  
Abstentions: Simon  
Absent: Clendening

### C. Approve Employment Contract for Superintendent/President

By motion of Trustee Pedroza, seconded by Trustee Simon, the board approved the employment contract as presented.

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

### D. Approve Employment Contracts for Assistant Superintendents/Vice Presidents, Vice President, and Associate Vice President, and Interim Chief Inclusion, Diversity, Equity, Accessibility Officer

By motion of Trustee McNeil, seconded by Trustee Pedroza, the board approved the employment contracts as presented.

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

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

### A. Board Policy 4025B – Philosophy and Criteria for Baccalaureate Degree and General Education

### B. Board Policy 4050 – Articulation

### C. Board Policy 4100 – Graduation Requirements for Degrees and Certificates

### D. Board Policy 4100B – Graduation Requirements for Degrees and Certificates – Baccalaureate in Science Degree

### E. Board Policy 4260 – Prerequisites and Corequisites

### F. Board Policy 4400 – Fee-Based Community Education Programs

By motion of Trustee Cassar, seconded by Trustee McNeil, the board adopted Board Policy 4025B, 4050, 4100, 4100B, 4260, and 4400 as presented.

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

**XI. SECOND READ – BOARD POLICIES (Action Required)**

**A. Board Policy 7800 – Employee Residency**

By motion of Trustee McNeil, seconded by Trustee Fischer, the board adopted Board Policy 7800 as presented.

Vote: 6/0/0

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

Abstentions: None

Absent: Clendening

**XII. FIRST READ – BOARD POLICIES**

**A. Board Policy 5505 – Academic Integrity**

Board Policy 5505 was reviewed and discussed, and the policy will be placed on a future agenda for adoption.

**XIII. INFORMATION**

**A. 2023/24 Board Goals**

The 2023/24 board goals were provided for information.

**B. Independent Citizens’ Bond Oversight Committee Annual Report**

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

**XIV. COLLEGE-RELATED REPORTS**

**A. Trustees Activities**

Trustees attended a tour of the facilities funded by Measure MM on the Oceanside Campus prior to their budget workshop on June 15.

Trustees Cassar, Clendening, McNeil, Merchat, and Simon attended the Biomanufacturing graduation on May 24, Trustees Cassar, Clendening, McNeil, and Merchat attended the Nursing pinning ceremony on May 25, and Trustees Clendening, and McNeil attended the Adult High School commencement, also on May 25. Trustees Cassar, Clendening, McNeil, Merchat, and Pedroza attended the commencement ceremony on May 26.

Trustees McNeil, Pedroza, and Simon attended the Latino Book and Family Festival on the Oceanside Campus on June 10. Trustee Pedroza commented on the impressive growth of this event over the years, as well as the many great authors who were also present.

Trustee Cassar attended and chaired the last SDICCA Board alliance meeting, Trustees McNeil, Cassar, and Merchat attended a facilities liaison meeting, and Trustee Merchat also attended a spotlight awards ceremony for the Theatre and the Honors awards ceremony.

Trustee Merchat expressed his pride in the work the board did on their evaluation. He expressed his appreciation to the MiraCostans who completed the survey of the board, and he encouraged everyone to continue to provide feedback, so the board can improve where needed.

**B. Students**

New Student Trustee Kenneth Pilco introduced himself.

**C. Classified Employees**

New Classified Senate (CS) President Omar Jimenez introduced himself as a former MiraCosta student and Marine veteran. Classified Senate retreat is being planned.

**D. Faculty**

Academic Senate President Leila Safaralian reported the demand for online classes remains high, and some on-ground classes have been moved to online or hyflex modalities to meet the demand. The implementation phase has begun with writing curriculum, and the Academic Senate retreat is scheduled for August 11, where they will work to establish three goals.

**E. Vice Presidents**

**1. Instructional Services**

Assistant Superintendent/Vice President Pescarmona reported summer enrollment is up significantly (10 percent in FTES), which is welcomed news. Fall enrollment is up significantly as well (32 percent in FTES). She thanked Student Services for their tremendous strategic outreach and partnering with the community, as well as shortening the priority enrollment window, which allowed students to enroll sooner than in the past. Fraudulent enrollments continue to plague the CA CC system and MiraCosta. A great deal of time is spent scrutinizing the enrollments to prevent fraudulent financial aid disbursements from occurring. This is particularly a problem with online classes.

**2. Student Services**

Assistant President/Vice President was on vacation and not in attendance.

**3. Administrative Services**

Assistant Superintendent/Vice President Flood thanked all MiraCostans who actively participate in the budget process. He thanked Kitchell and PIO for their work on the ICBOC Annual Report, and he congratulated Abdy Afzali for his retirement after serving the district for 32 years.

**4. Human Resources**

Interim Assistant Superintendent/Vice President Schwartzkopf reported this is an extremely busy time for HR. Salary schedules are being updated, etc. The EEO Grant is a big project that is focused on developing and improving our onboarding program, and there will be several phases over the next few years. HR is involved in the leadership program that EMT will be leading.

**F. Superintendent/President**

Superintendent/President Cooke thanked the board for their work and dialogue while staying focused on what's best for students. She thanked them for their commitment to our employees and students, and she expressed appreciation for the assistant presidents/vice presidents for covering for her while she was out due to illness during crucial periods in May. A Pride flag-raising ceremony was held at all three of our sites; the flags will remain flying through the end of July. RPIE is working hard on developing additional dashboards.

**XV. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**

None.

**XVI. ADJOURNMENT**

The meeting adjourned at 6:02 p.m.

**MINUTES APPROVAL:**

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Frank Merchat  
President

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Sunny V. Cooke, Ph.D.  
Superintendent/Vice President

<b>Subject:</b>  <b>Student Conduct and Police Advisory Committee Update</b>	<b>Attachment:</b>  <a href="#">PowerPoint Presentation</a>
<b>Category:</b>  <b>Information</b>	<b>Type of Board Consideration:</b> <div style="text-align: center;">   <b>Information                  Consent                  Action</b> </div>
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <div style="text-align: center;">         <b>Goal 1                  Goal 2                  Goal 3                  Goal 4</b> </div>
<b>Recommended:</b>  <hr/> <b>Tim Flood</b> <b>Assistant Superintendent/Vice President,</b> <b>Administrative Services</b>	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

In fall 2020, the Student Conduct and Police Advisory Committee was formed as an advisory group to the superintendent/president on promoting equity and continuous improvement in the college processes of equitably implementing the student code of conduct and police matters. The committee’s charge is to promote effective communication, collaboration, and understanding between constituent groups’ members, community members, and areas of the college charged with keeping the campus a welcoming, safe and productive learning environment.

**STATUS**

Assistant Superintendent/Vice President Tim Flood (committee facilitator) and Police Chief Valencia Saadat (committee member) will provide an overview of the committee’s work in 2022/23.

**RECOMMENDATION**

For information only.

<b>Subject:</b>  <b>Ratify Recommendations of Superintendent/President in Approving Personnel Actions</b>	<b>Attachment:</b>  <b>None</b>
<b>Category:</b>  <b>Consent Items</b>	<b>Type of Board Consideration:</b> <div style="text-align: center;">   <b>Information      Consent      Action</b> </div>
<b>Institutional Goals:</b>  <a href="http://mcc.mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <div style="text-align: center;">   <b>Goal 1      Goal 2      Goal 3      Goal 4</b> </div>
<b>Recommend:</b>  <hr/> <b>Hayley D. Schwartzkopf, J.D.</b> <b>Interim Assistant Superintendent/Vice President, Human Resources</b>	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**STATUS**

1. Resignation of the following regular classified and/or academic employees:

Cherine Rossman, Senior Enterprise Applications Developer, ITS Infrastructure and Applications Development and Security, position P-00157, effective August 3, 2023.

Jeffrey Schoneman, Learning Coach, Writing Center, position P-00490, effective August 1, 2023.

Krista Byrd, Instructor, Psychology, position P-00608, effective June 30, 2023.

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

Eduardo Mariscal, Computer Science Instructor – School of Career Education, full-time, tenure-track, salary class 5, step 3, \$101,768 per year (2023/24 academic salary schedule), effective August 11, 2023.

MS, Mathematics, California State University San Marcos  
 BS, Mathematics, California State University San Marcos

Professor Mariscal has been serving as a full-time Interim Computer Science Instructor at MiraCosta College for the 2022/23 academic year. Prior to that, he has served as associate faculty since 2011 teaching both Math and Computer Science courses at MiraCosta College; a teaching associate at California State University, San Marcos; and adjunct faculty at Palomar College. His past industry experience includes working as an

IT Software Engineer for Slower.AI and as a Data Analysis and Machine Learning Engineer for Hunter Industries.

Israel Pastrana, History Instructor, full-time, tenure-track, salary class 5, step 8, \$123,772 per year (2023/24 academic salary schedule), effective August 11, 2023.

MA, History, University of California, San Diego  
BA, History, University of Oregon

Israel has been a full-time History Instructor at Portland Community College since 2016.

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

Kenneth Rogers, Interim Counselor - Veterans Services, position P-10388, fulltime, one-semester, non-tenure track, salary class 5, step 5, 1.1080-time factor, \$122,510.45 per year (2023/24 academic salary schedule), to be prorated for working 98 days during contract period July 1, 2023 – December 22, 2023.

BA, Religious Studies, UC Santa Barbara  
BA, Business Economics, UC Santa Barbara  
MA, Clinical Psychology: Marriage and Family Therapy, Azusa Pacific University

Kenneth Rogers has worked for MiraCosta College as an associate counselor since July 2016 and a one-semester, full-time Veterans Counselor in spring 2020. He has also served as an Enrollment Counselor at Grand Canyon University and an associate counselor and instructor at Irvine Valley College. In addition, he was a Licensed Marriage and Family Therapist in his own private practice.

Shaylah Turk, Interim Counselor - Student Accessibility Services (SAS), position P-10387, full-time, one-year, 195 days, non-tenure track, salary class 3, step 10, 1.108-time factor, \$140,248.42 per year (2023/24 academic salary schedule), for contract period July 1, 2023 – June 30, 2024.

MEd, Counseling and Development, George Mason University  
BS, Human Development, Virginia Tech

Shaylah Turk has worked for MiraCosta College as an associate SAS counselor since August 2018 and a one-semester, full-time SAS counselor in spring 2019. In addition to MiraCosta, Shaylah has served in various positions at Ashford University as an Access and Wellness Counselor, Student Veteran Specialist, and Academic Advisor. She has also served as an Academic Advisor for the University of the Rockies.

4. Employment of the following regular classified employees:

Gonzalo Lozano, Accounting Specialist, position P-05805, salary range 24, step 1, \$5,978.50 per month, full-time, effective June 26, 2023. Gonzalo was selected through an open recruitment process.

Kimberly Holmes, Administrative Support Assistant III, Honors Program, position P-07343, salary range 20, step 1, \$26,824.46 per year, 18 hours per week, equivalent to 11 months spread over 12 months, effective July 3, 2023. Kimberly was selected through an open recruitment process.

Martha Resendiz, Financial Aid Technician, position P-00172, salary range 22, step 2, \$5,953.08 per month, full-time, effective June 20, 2023. Martha was selected through an open recruitment process.

Cristina Villalobos, Assistant Business Systems Analyst, Admissions and Records, position P-00076, salary range 25, step 1, \$6,262 per month, full-time, effective July 24, 2023. Cristina was selected through an open recruitment process.

Benjamin Poarch, Instructional Assistant, Art, position P-00230, salary range 16, step 1, \$2,172.37 per month, 18 hours per week, 10 months per year, effective August 1, 2023. Benjamin was selected through an open recruitment process.

5. Permanent change of assignment for Megan Meyerholtz, Administrative Support Assistant III, Admissions and Records, position P-00061, has accepted the position of Assistant Business Systems Analyst, Admissions and Records, position P-05826, salary range 25, step 5, longevity year 6, \$7,731 per month, full-time, effective June 22, 2023. Megan was selected through an open recruitment process.

6. Temporary change of assignment for the following classified employees:

Duncan Payton, Student Services Coordinator, Admissions and Student Support, position P-06211, will increase in hours from 18 to 40 hours per week, effective July 17, 2023 – June 30, 2024.

Dan Cornaggia, Instructional Assistant, Art, position P-00224, will continue to increase in hours from 18 to 36 hours per week, effective August 11, 2023 – June 30, 2024.

7. Continued temporary additional assignment for classified employee Jordan Barber, Instructional Computer Lab Assistant, Technical Services, position P-00237. Jordan will continue to serve as Instructional Associate, Technical Services, \$35.51 per hour, as needed, effective July 1, 2023 – June 30, 2024

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

Sayaka Tachibana, Student Services Specialist, position P-06213, will serve as Interim Senior Admissions Specialist, range 26, longevity year 20, \$9,397.83 per month, full-time, effective July 1, 2023 – June 30, 2024.

Cindy Arce, Student Services Coordinator, Student Equity, will continue to serve as Interim Program Manager, First Year Forward, salary range 31, step 2, \$7,854.75 per month, full-time, effective June 14 – July 31, 2023.

Gregorio Reyes, Student Services Specialist, Student Equity, will continue to serve as Interim Student Services Coordinator, Student Equity, salary range 26, step 1, \$6,445.92 per month, full-time, effective June 14 – July 31, 2023.

Arleen Palafox, Testing Services Specialist, position P-06218, will continue to serve as Interim Admissions and Records Specialist, range 20, step 3, \$6,113.92 per month, full-time, effective July 1, 2023 - June 30, 2024.

Mark Stramaglia, Senior Enterprise Applications Developer, Information Technology Services, position P-00349, will continue to serve as Interim Director, Enterprise Application Services, CM-17, step 4, longevity year L2, \$14,247.17 per month, full-time, effective July 1, 2023 – June 30, 2024.

Tara Sisario, Academic Division Administrative Assistant, Arts, International Languages and Ethnic Studies, position P-07321, will continue to serve as Interim Administrative Assistant to the Dean, range 24, step 3, \$6,751.67 per month, full-time, effective July 1 – July 31, 2023.

Heidi Johnson, Instructional Assistant, Automotive Technology, position P-00227, will continue to serve as Interim Instructional Associate, salary range 25, longevity year 9, \$7,965.50 per month, full-time, effective July 1 – July 13, 2023.

Yaira Hicks, Testing Services Assistant, position P-06216, will continue to serve as Interim Testing Services Specialist, range 19, step 1, \$4,211.33 per month, 32 hours per week, effective July 1 – July 31, 2023.

9. Employee 02024134, 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 2023/24 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.
10. Employee 07299443, 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 they will exhaust their personal necessity allowance for the 2023/24 fiscal year. Pursuant to the Faculty Assembly agreement, faculty may use up to six days of earned sick leave per fiscal year for the purpose of personal necessity leave.
11. Parental leave request for employee 07104722, position P-10059, in accordance with AP7340. Employee requests a reduced work schedule from 40 to 24 hours per week, effective April 5, 2024 – May 12, 2024.
12. Employment of associate faculty members for the 2023 summer session, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty.

Ryan Frazer, Kinesiology

13. Employment of the following associate faculty members for the 2023 fall session, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty:

Luis	Carrion-Gonzalez	Adult High School
George	Hernandez	Adult High School
Andrew	Bennett	Athletics
Kaitlin	Kroupa	Biological Sciences
Julia	Rossmann	Biotechnology
David	Hill	Business
Rodrigo	Martinez	Business

Shawnda	Wade	Business
Adriana	Caetano	Computer Science
Christopher	Martin	Computer Science
Miranda	Munoz	English as a Second Language, Credit
Khalid	Gorgees	English as a Second Language, Noncredit

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

Employee Name	Job Title	Assignment	Department	Pay Rate	Start Date	End Date
Donaldo Aquino	GEAR UP Support Staff I	Substitute	GEAR UP	\$15.50/hr	6/20/23	6/30/24
Miranda Sanchez	College for Kids Counselor	Substitute	Community Education and Workforce Development	\$17.00/hr	6/21/23	6/30/23
Anna Valencia	College for Kids Counselor	Substitute	Community Education and Workforce Development	\$17.00/hr	6/23/23	6/30/23
Renee Truong	Student Services Specialist	Substitute	International Education	\$31.64/hr	7/1/23	6/30/24
Michelle Mora	Campus Aide III	Substitute	Financial Aid and Scholarships	\$19.50/hr	7/1/23	6/30/24
Daniell Valdez	Receptionist / Switchboard Operator	Substitute	Public Information Office	\$22.36/hr	7/1/23	6/30/24
Sonya Ogirala	Administrative Support Assistant II	Substitute	Public Information Office	\$27.37/hr	7/1/23	6/30/24
Natalya Phillips	Campus Aide III	Substitute	Supplemental Instruction Program	\$19.50/hr	7/1/23	6/30/24
Jenny Lagervall	Apprentice I	Substitute	STEM Learning Center	\$15.50/hr	7/1/23	6/30/24
Nico Macchione	Apprentice I	Substitute	Chemistry	\$15.50/hr	7/1/23	6/30/24
Anisha Jackson	Administrative Support Assistant II	Substitute	Public Information Office	\$27.37/hr	7/1/23	6/30/24
Laura Romero	Receptionist / Switchboard Operator	Substitute	Public Information Office	\$22.36/hr	7/1/23	6/30/24
Katrisse Kiana Mendoza	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	7/1/23	8/31/23
Diana Gonzalez	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	7/1/23	8/31/23
Samantha Escamilla	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	7/1/23	8/4/23
Griffin Davidson	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	7/1/23	7/31/23
Tamera Brown	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	7/1/23	8/4/23
Mia Bustamante	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	7/1/23	7/31/23
Kaili Shafer	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	7/1/23	8/4/23
Josephine Bateman	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	7/1/23	7/31/23
Nadia Nielsen	Apprentice III	Substitute	Writing Center	\$17.50/hr	7/1/23	6/30/24
Maria Castillo Gomez	Apprentice III	Substitute	Writing Center	\$17.50/hr	7/1/23	6/30/24
Kenneth Pilco	Apprentice III	Substitute	Writing Center	\$17.50/hr	7/1/23	6/30/24
Alecia Milton	Apprentice III	Substitute	Writing Center	\$17.50/hr	7/1/23	6/30/24
Marvin Saint Rose	Apprentice III	Substitute	Writing Center	\$17.50/hr	7/1/23	6/30/24

Miranda Sanchez	College for Kids Counselor	Substitute	Community Education and Workforce Development	\$17.00/hr	7/1/23	8/31/23
Anna Valencia	College for Kids Counselor	Substitute	Community Education and Workforce Development	\$17.00/hr	7/1/23	8/31/23
Alexis Morgan	Assistant Coach	Substitute	Athletics and Intramurals	\$27.37/hr	7/1/23	6/30/24
Carlos Ulises Balandran Ortega	Instructional Aide	Substitute	Workforce IOA	\$23.03/hr	7/3/23	6/30/24
Rebecca Knowles	Box Office Cashier	Short-term	Cashiering Services	\$24.10/hr	7/21/23	6/30/24
Raul Ortega Marin	Campus Aide III	Short-term	ITS Technology Support Services	\$19.50/hr	7/21/23	6/30/24
Angeline Rojo	Campus Aide III	Short-term	Academic and Career Pathways	\$19.50/hr	7/21/23	6/30/24
Kristina Quandt	Campus Aide III	Short-term	Cashiering Services	\$19.50/hr	7/21/23	6/30/24
K Ross Mau	Club Head Coach	Short-term	Athletics and Intramurals	\$27.37/hr	7/21/23	6/30/24
Dannia Saldivar	Apprentice III	Short-term	Writing Center	\$17.50/hr	7/21/23	6/30/24
Bradley McReynolds	Assistant Athletic Trainer	Short-term	Athletics and Intramurals	\$34.49/hr	7/21/23	6/30/24
Alex King Alaoen	Campus Aide I	Short-term	Honors	\$15.50/hr	7/21/23	12/22/23
Victoria Morison	Campus Aide I	Short-term	Honors	\$15.50/hr	7/21/23	8/18/23
Olivia Miller	Campus Aide I	Short-term	Honors	\$15.50/hr	7/21/23	8/18/23
Nicholas Rich	Apprentice II	Short-term	Chemistry	\$16.50/hr	7/21/23	6/30/24
Fernando Aparicio	Campus Aide III	Short-term	ITS Technology Support Services	\$19.50/hr	7/21/23	6/30/24
Ismael Pohlert	Campus Aide III	Short-term	Career Ed Grants	\$19.50/hr	7/21/23	6/30/24
Alice Davis Winkel	Assistant Athletic Trainer	Short-term	Athletics and Intramurals	\$34.49/hr	7/21/23	6/30/24
Angela Occhi Pacheco	Campus Aide I	Short-term	Community Education and Workforce Development	\$15.50/hr	7/21/23	8/31/23
Isabella Hassan Di Gruccio	Assistant Athletic Trainer	Short-term	Athletics and Intramurals	\$34.49/hr	7/21/23	6/30/24
Joseph Valencia	Apprentice III	Short-term	Writing Center	\$17.50/hr	7/21/23	6/30/24
Sarah Lopez	Apprentice II	Short-term	Chemistry	\$16.50/hr	7/21/23	6/30/24
Ryan Meier	Assistant Coach	Short-term	Athletics and Intramurals	\$27.37/hr	7/21/23	6/30/24
Michaela Garcia	Campus Aide I	Short-term	Honors	\$15.50/hr	7/21/23	12/22/23
Spencer Bryce	Campus Aide II	Short-term	Community Education and Workforce Development	\$17.50/hr	7/21/23	8/31/23
Rylee Arispe	Facilities Event Support Assistant	Short-term	Athletics and Intramurals	\$25.00/hr	7/21/23	6/30/24
Evangeline Zaryac	Campus Aide III	Short-term	Cashiering Services	\$19.50/hr	7/21/23	6/30/24
Camryn Hale	Apprentice III	Short-term	Writing Center	\$17.50/hr	7/21/23	6/30/24
Sean Arnold	Apprentice III	Short-term	Writing Center	\$17.50/hr	7/21/23	6/30/24
Margarita Arango	Apprentice III	Short-term	Writing Center	\$17.50/hr	7/21/23	6/30/24
Kallen Dun	Apprentice III	Short-term	Writing Center	\$17.50/hr	7/21/23	6/30/24
Daniela Mendoza Villa	Apprentice III	Short-term	Writing Center	\$17.50/hr	7/21/23	6/30/24
Lexy Sakrekoff	Apprentice III	Short-term	Writing Center	\$17.50/hr	7/21/23	6/30/24
Ian Phillips	Apprentice III	Short-term	Writing Center	\$17.50/hr	7/21/23	6/30/24
Aurora Gregory	Apprentice III	Short-term	Writing Center	\$17.50/hr	7/21/23	6/30/24
Robert Freise	Assistant Coach	Short-term	Athletics and Intramurals	\$27.37/hr	7/21/23	6/30/24
Andrew Vierling	Campus Aide I	Short-term	Honors	\$15.50/hr	7/21/23	12/22/23
David Varela	Campus Aide III	Short-term	Student Services, CLC	\$19.50/hr	7/21/23	6/30/24
Dwayne Cosby	Student Services Specialist	Short-term	Athletics and Intramurals	\$31.64/hr	7/21/23	6/30/24
Anisha Shetty	Campus Aide I	Short-term	Honors	\$15.50/hr	7/21/23	12/22/23
Elizabeth Serrano Garcia	Campus Aide III	Short-term	Academic and Career Pathways	\$19.50/hr	7/21/23	6/30/24
Ariana Gonzalez	Campus Aide I	Short-term	Honors	\$15.50/hr	7/21/23	12/22/23

Karina Balderas	Campus Aide III	Short-term	Academic and Career Pathways	\$19.50/hr	7/21/23	6/30/24
Weiman Emmy	Assistant Coach	Substitute	Athletics and Intramurals	\$27.37/hr	7/21/23	6/30/24
Christian Gutierrez	Campus Aide III	Short-term	Student Services, CLC	\$19.50/hr	7/24/23	6/30/24
Cassandra Montoya	Apprentice III	Substitute	Supplemental Instruction Program	\$17.50/hr	8/1/23	6/30/24
Dannia Saldivar	Apprentice III	Substitute	Supplemental Instruction Program	\$17.50/hr	8/1/23	6/30/24
Matthew Johnston	Apprentice III	Substitute	Supplemental Instruction Program	\$17.50/hr	8/1/23	6/30/24
Nancy Mendez	Apprentice I	Short-term	Chemistry	\$15.50/hr	8/1/23	6/30/24
Adriana Sanchez Gonzalez	Senior Science Lab Associate	Substitute	Chemistry	\$36.55/hr	8/1/23	6/30/24
Hanan Alhamami	Apprentice III	Substitute	Supplemental Instruction Program	\$17.50/hr	8/1/23	6/30/24
Arianna Serrano	Apprentice III	Substitute	Supplemental Instruction Program	\$17.50/hr	8/1/23	6/30/24
Juan Martinez	Apprentice III	Substitute	Supplemental Instruction Program	\$17.50/hr	8/1/23	6/30/24
Kayla Matthews	Apprentice III	Substitute	Supplemental Instruction Program	\$17.50/hr	8/1/23	6/30/24
Eric Clemens	Campus Aide III	Short-term	Music	\$19.50/hr	8/1/23	6/30/24
Izik Gazette	Campus Aide III	Short-term	Music	\$19.50/hr	8/1/23	6/30/24
Aaron Pedro	Instructional Assistant	Short-term	Art	\$27.37/hr	8/19/23	6/30/24

## RECOMMENDATION

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

<b>Subject:</b>  <b>Ratify Execution of Personal Services Contract</b>	<b>Attachment:</b>  <b>MiraCosta Community College District Contract of Employment Interim Director, Technology Support Services</b>
<b>Category:</b>  <b>Consent Items</b>	<b>Type of Board Consideration:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Information</span> <span style="text-align: center;">✓ Consent</span> <span>Action</span> </div>
<b>Institutional Goals:</b>  <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Goal 1</span> <span>Goal 2</span> <span style="text-align: center;">✓ Goal 3</span> <span>Goal 4</span> </div>
<b>Recommend:</b>  <hr/> <b>Hayley D. Schwartzkopf, J.D.</b> <b>Interim Assistant Superintendent/Vice President, Human Resources</b>	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

Title 5, Section 53021(7) authorizes the district to hire an administrator through a personal services contract. The individual selected cannot be currently employed by the district, must be specially trained, experienced, and competent to serve as an administrator, and must satisfy the minimum qualifications applicable to the position. No appointment or series of appointments may exceed a period of two years.

**STATUS**

The district has selected Shanon Macintyre to serve full-time as the Interim Director, Technology Support Services, while the district seeks a permanent incumbent. Shanon is not a current employee, has the training education and experience to serve as an administrator, and meets the minimum qualifications of the Director, Technology Support Services position. Shanon will be paid an annual salary of \$154,163, which is range 17, step 2 on the 2023/24 Classified Administrator Salary Schedule. Compensation for the contract period will be prorated for the number of days worked, effective July 6, 2023, to June 30, 2024.

**RECOMMENDATION**

Ratify execution of personal services contract, as stated above.

**MiraCosta Community College District  
CONTRACT OF EMPLOYMENT  
Interim Director, Technology Support Services**

**AGREEMENT**

This contract (“Agreement”) is made between the MiraCosta Community College District (“District”) and Shanon Macintyre (“Macintyre”), an individual.

**Recitals**

- A. The District desires to engage the services of Macintyre as the Interim Director, Technology Support Services as described in this Agreement. The Interim Director is a classified administrator as defined by Education Code section 87002(c) and a management employee as defined by Government Code section 3540.1(g).
- B. Macintyre warrants and represents that they are 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 Governing Board.
- D. This Agreement is entered into pursuant to Title 5, Section 53021(c)(7) of the California Code of Regulations.

**Terms and Conditions**

- 1. **Position**: The District hereby agrees to employ Macintyre and Macintyre hereby accepts employment as Interim Director, Technology Support Services under the terms and conditions set forth in this Agreement. Macintyre has the responsibilities and authority that are associated with the Interim Director position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.
- 2. **Term**: The term of this Agreement is from July 6, 2023, to June 30, 2024, unless terminated pursuant to the terms of this Agreement.
- 3. **No Automatic Renewal of Agreement**: The term of this Agreement shall not be automatically renewed and shall expire without further notice.
- 4. **Salary**: Macintyre shall be employed as a full-time employee of the District with an annual salary of \$154,163 based upon placement on the 2023–2024 Classified Administrator salary schedule, Range 17, Step 2. The salary will be prorated for service performed of less than one year. 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).

5. **Benefits:** Macintyre shall be entitled to the following District benefits:

- 16.67 hours of vacation accrued per month of service (up to 200 hours annually). Macintyre may accrue up to twice the annual allotment if the contract is extended;
- Sick leave at the rate of 8 hours per month of service;
- Paid district holidays;
- Insurance coverages, and District contribution toward insurance coverages, that is provided to employees of the District employed at 50% or more of a full-time-equivalent; and
- Membership in the California Public Employees' Retirement System ("CalPERS")

Macintyre shall also be eligible to receive an educational incentive applicable to all classified administrators if they meet the eligibility criteria and are approved by the Vice President of Human Resources. Changes in the benefits outlined above provided to other classified administrators shall apply to the Interim Director and do not constitute a violation of the terms of this Agreement.

6. **Overtime Status:** The parties acknowledge and agree that the position of Interim Director may require more than 40 hours of work per week. The parties further acknowledge that this position is exempt from the payment of overtime under state and federal law.

7. **Evaluation:** The District reserves its right whether to evaluate Macintyre during the term of this Agreement. Any such evaluation shall be conducted pursuant to current Board policies and procedures, and may include evaluation of the Interim Director based upon: 1) the job description and job announcement for the position; 2) any other duties prescribed by the Superintendent/President and/or the Board; and 3) Macintyre' effectiveness in this administrative position, including leadership and communication skills, rapport with subordinates, ability to identify and address subordinates' strengths and weaknesses, and Macintyre' working relationships with colleagues. This evaluation shall not constitute a precondition to a decision to terminate this Agreement. The failure to evaluate the Interim Director shall not constitute a material breach of the Agreement and shall not constitute a basis to challenge any termination of this Agreement.

8. **Indemnity:** As provided in Government Code sections 825 and 995 et seq.

9. **Termination:**

a) **Termination Without Cause:** Regardless of the term of this Agreement, 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 Macintyre may receive shall be equal to the monthly salary of multiplied by the number of months left on the unexpired term of this Agreement, or three months, whichever is less, and shall not include non-cash items. 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, if applicable, within thirty (30) days of the effective date of termination. In exchange for any lump sum cash payment provided to Macintyre, Macintyre 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.

b) Termination With Cause: The Board may terminate this Agreement during its term and discharge Macintyre if Macintyre commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Macintyre 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.

c) Termination Upon Hiring New Director, Technology Support Services: When the Board employs a new Director, Technology Support Services, this Agreement shall terminate automatically on the day before such new Director assumes the position. No further notice to the Interim Director shall be required. Macintyre shall not be entitled to any sums outlined above in section 9(a) of this Agreement.

10. **Provisions of Government Code Sections 53243.3-53243.4.**

a) In the event that District provides paid leave to Macintyre 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, Macintyre shall fully reimburse District for any salary provided for that purpose.

b) In the event that District provides funds for the legal criminal defense of Macintyre 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, Macintyre shall fully reimburse District for any funds provided for that purpose.

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

d) “Abuse of office or position” is defined in Government Code section 53243.4 to mean either of the following:

- i. An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- ii. 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. **Miscellaneous Provisions:** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

12. **Severability:** If any term or provision of this Agreement is to any extent held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions of the Agreement shall continue in effect.

13. **No Assignment.** This is a contract for personal services, and Macintyre may not assign or transfer any rights granted or obligations assumed under this Agreement.

14. **Other Provisions:** All terms and condition of employment not specifically provided for by this Agreement shall be in accordance with the policies, rules and regulations of the Board.

15. **Advice of Counsel:** The parties acknowledge that they each have the right to obtain independent legal advice regarding the terms of this Agreement before accepting its terms. By their signatures below, Interim Director and the District accept that they have obtained such advice or expressly and voluntarily have waived their right to do so. This Agreement shall be construed and interpreted under the laws of the State of California.

16. **Governing Law and Venue:** This Agreement is subject to the applicable laws of the State of California and any dispute arising out of this Agreement shall be heard in the County of San Diego.

17. **Ratification:** Macintyre and the District agree that this Agreement, and any amendment thereto, is not binding or enforceable unless it is in writing and ratified by the Board at an open meeting of the Board.

18. **Representations and Warranties:**

Macintyre represents and warrants that they:

- a) have read this Agreement and understand its provisions; and
- b) is freely and voluntarily signing this Agreement.

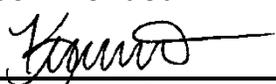
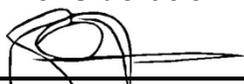
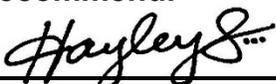
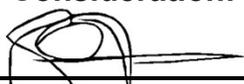
MiraCosta Community College District

By: \_\_\_\_\_  
Sunita V. Cooke, Ph.D.  
Superintendent/President

\_\_\_\_\_  
Shanon Macintyre

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

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

<b>Subject:</b>  Ratify Memorandum of Understanding with the Department of Rehabilitation (Options for All, Inc.)	<b>Attachment:</b>  Memorandum of Understanding
<b>Category:</b>  Consent Items	<b>Type of Board Consideration:</b> Information <input checked="" type="checkbox"/> Consent      Action
<b>Institutional Goals:</b>  <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> Goal 1      Goal 2 <input checked="" type="checkbox"/> Goal 3      Goal 4
<b>Recommended:</b>  _____ Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services	<b>Approved for Consideration:</b>  _____ Sunita V. Cooke, Ph.D. Superintendent/President
<b>Recommend:</b>  _____ Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	<b>Approved for Consideration:</b>  _____ Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

The Department of Rehabilitation (Options for All, Inc.) works with adults with disabilities by providing work experience that builds transferable skills that can be used toward their career goals. MiraCosta College will serve as an integrated worksite without incurring employment costs. The Department of Rehabilitation will pay a competitive wage and provide liability insurance.

**STATUS**

The district and the Department of Rehabilitation have negotiated the terms and agreed to the attached Memorandum of Understanding.

**RECOMMENDATION**

Ratify Memorandum of Understanding with the Department of Rehabilitation (Options for All, Inc.).

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Options for All, Inc. (hereafter "OFA") with the principal place of business at 5050 Murphy Canyon Road, Ste. 220, San Diego, CA 92123 and MiraCosta Community College District, a community college district of the State of California (hereafter "MIRACOSTA"). OFA and MIRACOSTA are sometimes referred to in this MOU as a "Party" or, collectively, as the "Parties."

WHEREAS, OFA supports adults with disabilities, and this includes identifying Adult Work Experience ("AWE") opportunities at integrated worksites, and supporting individuals in obtaining and completing their AWE; and

WHEREAS, MIRACOSTA is willing to provide a short-term opportunity to an individual that OFA has determined meets the qualifications to participate in OFA's AWE program as an adult with disabilities ("AWE Participant"); and

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the Parties hereto agree as follows:

**I. THE ADULT WORK EXPERIENCE PROGRAM.** OFA represents and warrants the following:

1. The AWE program is funded by the California Department of Rehabilitation ("DOR"). As an approved vendor of the DOR, OFA is authorized to identify, place and support participants in AWE opportunities at integrated worksites.
2. The AWE allows individuals with disabilities to gain valuable work experience and skills at integrated worksites, while supported and employed by OFA, a vendorized service provider, with the goal of helping AWE participants achieve long-term, competitively paid employment in their chosen field.
3. MIRACOSTA incurs no employment costs for the AWE Participant placed with MIRACOSTA. OFA will hire the AWE participant as a non-exempt employee, and will authorize the AWE Participant to work at MIRACOSTA's location up to a maximum of 100 hours or three (3) months, whichever occurs first.

**II. TERM AND TERMINATION**

1. This MOU shall become effective on June 12, 2023 ("Effective Date) and shall terminate automatically when the AWE Participant reaches three (3) months of employment, or when the AWE Participant has worked a maximum of 100 hours at MIRACOSTA, whichever is first.
2. Either Party may terminate this MOU without cause, expense or penalty, after written notice of termination is given to the other Party.

### **III. PARTY RESPONSIBILITIES**

1. **MIRACOSTA** agrees to provide the AWE Participant with meaningful work experience.
  - a. Informing OFA if MIRACOSTA wishes to terminate an AWE Participant early; and
  - b. Informing OFA if MIRACOSTA wishes to hire AWE Participant as a direct employee following the expiration of the AFE opportunity.
2. **OFA is Responsible For:**
  - a. Billing the DOR for all AWE associated costs;
  - b. Tracking AWE Participant's total number of hours worked and providing MIRACOSTA reasonable notice when AWE Participant will exhaust their allotted work experience hours;
  - c. Obtaining and maintaining its status as a vendorized service provider with the relevant DOR, and for obtaining and maintaining any and all necessary license(s) or permit(s) needed to conduct business in the state in which Services are provided;
  - d. Obtaining and maintaining at its expense all required insurance, including but not limited to commercial general liability insurance and worker's compensation insurance, a waiver of subrogation, which provides coverage for all employees of OFA, including AWE Participant, as required by applicable law;
  - e. Timely notifying MIRACOSTA if OFA becomes aware of any possible claim or investigation in which MIRACOSTA's cooperation may be needed;
  - f. All aspects of onboarding the AWE Participant placed with MIRACOSTA, except for any steps required be performed by MIRACOSTA. This includes complying with all standard, legally required pre-employment steps;
  - g. All aspects of the AWE Participant's employment including managing timekeeping, paying, withholding, and transmitting payroll taxes; making unemployment contributions, providing legally required leave, and handling any unemployment and/or workers' compensation claims involving the AWE Participant placed with MIRACOSTA. In addition to OFA's indemnification obligations set forth in this MOU, OFA agrees to defend, indemnify, and hold harmless MIRACOSTA and its Board of Trustees, officers, agents, employees, and students from any claims, demands, or liabilities (including attorneys' fees and costs), arising from OFA's failure to pay the AWE Participant or adhere to any wage and hour laws, unless caused by MIRACOSTA's gross negligence or intentional misconduct, arising from this

MOU. This Provision shall survive the expiration or termination for any reason of this MOU.

- h. Handling all aspects of employee separation when AWE concludes, regardless of reason.
- i. Coordinating with MIRACOSTA and AWE Participant to determine the amount of on-site job coaching required for the AWE Participant placed with MIRACOSTA;
- j. Having a job coach available for consultation as needed by MIRACOSTA;
- k. Ensuring assigned job coaches attend any and all trainings and/or orientations provided by the MIRACOSTA for the AWE Participant.
- l. Providing performance feedback or corrective action if requested by MIRACOSTA.
- m. Ensuring the AWE Participant is aware they are an employee of OFA, not MIRACOSTA, and that they are not entitled a compensation or any benefits to which the employees of MIRACOSTA may be entitled, withholding, Social Security, unemployment compensation, and any other taxes or amounts of any kind relating to employment.

**IV. EEO COMPLIANCE**

- 1. MIRACOSTA and OFA affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations.
- 2. In the event of any complaint of unlawful discrimination, harassment, or retaliation by an AWE Participant placed with MIRACOSTA, the complaint will be received by OFA, and MIRACOSTA and OFA agree to cooperate in the prompt investigation and resolution of such complaint.

**V. RELATIONSHIP BETWEEN THE PARTIES**

- 1. None of the provisions of this MOU is intended to create, nor shall be deemed or construed to create, any relationship between MIRACOSTA and OFA other than that of independent parties contracting with each other for the purpose of effecting the provisions of this MOU. The Parties are not and shall not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither Party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other Party, or to use the name of the other Party in any publications or advertisements, except as is explicitly provided for in this MOU.
- 2. This MOU does not create a partnership, joint venture, brokerage agreement, express or implied agency, employment offer or agreement, or any other type of

agreement except as expressly provided for herein. OFA acknowledges it maintains a business locations that is separate from the MIRACOSTA, is customarily engaged in an independently established business of the same nature as that involved in the work performed, it advertises and hold itself out to the public as available to provide similar services, and it actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from MIRACOSTA. OFA acknowledges it has a business license or business tax registration, if required by the jurisdiction. OFA shall defend, indemnify and hold harmless Indemnified Parties, as defined below, from any claims, demands or liabilities, arising from OFA's misclassification of any individuals providing services hereunder as independent contractors or for any employment-related claims, including but not limited to allegation or contention that any OFA employee is an employee of the MIRACOSTA and such employee is entitled to compensation or any benefits to which the MIRACOSTA's employees may be entitled, withheld, Social Security, unemployment compensation, and any other taxes or amounts of any kind relating to employment. Neither OFA nor its employees are entitled to benefits that the MIRACOSTA provides to its employees.

## **VI. INSURANCE.**

1. Each Party will maintain insurance coverages, at its sole cost and expense that are appropriate to the conduct and scope of its obligations under this MOU.
2. At a minimum, OFA shall maintain a commercial general liability policy with minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and including coverage for (i) premises operations; (ii) damages because of bodily injury, occupational sickness or disease or death; (iii) damages from personal injury; and (iv) damages from injury to or destruction of tangible property and Workers' Compensation Insurance to statutory limits and Employer's Liability coverage with limits of no less \$1,000,000 per employee per accident or disease to cover its obligation for workers' compensation benefits as required under California law. Certificates and insurance policies indicating the required coverages shall be delivered to and approved by MIRACOSTA. Certificates and insurance policies shall not be cancelled or reduced without 30 days' notice to MIRACOSTA and must contain endorsements stating MIRACOSTA, its Trustees, Board agents, employees, consultants, and volunteers are named additional insureds under the policies. OFA's provision of insurance hereunder shall not operate as a potential limitation of liability. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to MIRACOSTA.
3. In the event, OFA does not comply with the insurance requirements of this section, MIRACOSTA may, at its option, in addition to other remedies it may have, immediately terminate the MOU, or provide the insurance coverage. If it provides the insurance coverage, it will be entitled to reimbursement for the cost of such insurance within 10 days of presenting a detailed invoice for the same.

**VII. INDEMNIFICATION**

OFA shall indemnify, defend and hold harmless MIRACOSTA and its Board of Trustees, officers, agents, employees, and students (“Indemnified Parties”) from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys’ fees and costs (“Claims”), arising out of, resulting from, or relating to: (i) OFA’s failure to comply with the terms of this MOU; and (ii) the negligent operations, acts or omissions of OFA or any employee or agent of OFA in the performance of OFA’s obligations under this MOU, unless such Claims are caused by MIRACOSTA’s gross negligence or intentional misconduct. This Provision shall survive the expiration or termination for any reason of this MOU.

**VIII. FORCE MAJEURE**

Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this MOU to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party’s control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, pandemics, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this MOU.

**IX. NOTICES**

All notices or communications required or permitted under this MOU shall be given in writing and shall be delivered to the Party to whom notice is to be given either: (i) by personal delivery (in which case such notice shall be deemed given on the date of delivery); (ii) by next business day courier service (e.g., Federal Express, UPS or other similar service) (in which case such notice shall be deemed given on the business day following date of deposit with the courier service); or (iii) by United States mail, first class, postage prepaid, registered or certified, return receipt requested (in which case such notice shall be deemed given on the third (3<sup>rd</sup>) day following the date of deposit with the United States Postal Service). In each case, notice shall be delivered or sent to the address indicated on the signature page, or such other address as provided by a Party, from time to time, pursuant to this Provision.

**X. FERPA**

To the extent OFA receives, generates, or maintains educational records related to MIRACOSTA’s students, OFA agrees to comply with the Family Educational Rights

and Privacy Act (“FERPA”) to the same extent as such laws and regulations apply to MIRACOSTA, and shall limit access to such information to only those employees or agents with a need to know for legitimate educational interests. For the purposes of this MOU, pursuant to FERPA, MIRACOSTA hereby designates OFA as a MIRACOSTA official with a legitimate educational interest in the educational records of student(s) to the extent that access to MIRACOSTA’s records is required by OFA to carry out its obligations under this MOU.

**XI. GOVERNING LAW**

This MOU and the rights and obligations of the parties hereunder shall in all respects be governed and construed by the laws of the State of California, without reference to any conflicts of law principles thereof. Venue for any action or dispute will be brought and heard solely and exclusively in the federal or state courts of competent jurisdiction located in San Diego County, California. In the event that litigation results from or arises out of this MOU or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

**XII. MEDIATION AND ARBITRATION**

In case of any dispute arising out of this MOU, the Parties shall first meet and confer to attempt to resolve any such disputes. If the Parties are unable to resolve a dispute, the Parties agree to mediate any dispute or claim arising between them out of this MOU, before resorting to arbitration. Either Party may demand the commencement of mediation. Mediator or related fees, if any, shall be divided equally among the Parties. If a controversy or claim remains unresolved after mediation, the Parties agree that all disputes between the Parties shall be resolved through binding arbitration in County of San Diego, California, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in existence, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provisions of this section shall survive the termination or expiration of this MOU.

**XIII. SUCCESSORS AND ASSIGNS**

This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but neither this MOU nor any rights hereunder shall be assignable by either Party without the express written approval of the other party.

**XIV. SURVIVAL OF CERTAIN PROVISIONS**

Those provisions of this MOU which by their terms extend beyond the termination or non-renewal of this MOU shall remain in full force and effect and survive such termination or non-renewal.

Each provision of this MOU shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision which can be given effect without the conflicting provision or clause.

**XVII. NO IMPLIED WAIVER**

The failure of a party to enforce the provisions of this MOU shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this MOU.

**XVIII. TRANSFERABILITY**

Neither Party shall transfer or assign this MOU without the written consent of the other Party, which shall not be unreasonably withheld.

**XIX. ENTIRE AGREEMENT**

This MOU contains the entire understanding between the parties hereto, and supersedes all prior MOUs and understandings relating to the subject matter hereof.

**XX. HEADINGS**

The headings of the paragraphs of this MOU are inserted solely for the convenience of reference. They shall in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this MOU.

**XXI. COUNTERPARTS**

This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this MOU has been duly executed by and on behalf of MIRACOSTA and OFA as of the Effective Date.

MIRACOSTA



\_\_\_\_\_  
Signature

Name: Sunita V. Cooke, Ph.D.

Title: Superintendent/President

Date: June 28, 2023

Address for Notice:

One Barnard Drive

Oceanside, CA 92056

Email: scooke@miracosta.edu

OPTIONS FOR ALL, INC.



\_\_\_\_\_  
Signature

Name: Brian Nero

Title: Director of Employment Services:

Date: July 6, 2023

Address for Notice:

5050 Murphy Canyon Rd #220

San Diego CA 92123

Email: bnero@optionsforall.org

<b>Subject:</b>  Approve JPA Insurance Renewal 7/1/23-7/1/24 and District Insurance Schedule	<b>Attachment:</b>  1) SWACC Property and Liability Coverages 2) SDJPA Workers Compensation and Excess Liability Coverages					
<b>Category:</b>  Consent Items	<b>Type of Board Consideration:</b>  <table border="0"> <tr> <td>Information</td> <td style="text-align: center;">✓</td> <td>Consent</td> <td>Action</td> </tr> </table>	Information	✓	Consent	Action	
Information	✓	Consent	Action			
<b>Institutional Goals:</b>  <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b>  <table border="0"> <tr> <td>Goal 1</td> <td>Goal 2</td> <td>Goal 3</td> <td style="text-align: center;">✓</td> <td>Goal 4</td> </tr> </table>	Goal 1	Goal 2	Goal 3	✓	Goal 4
Goal 1	Goal 2	Goal 3	✓	Goal 4		
<b>Recommend:</b>   _____ Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	<b>Approved for Consideration:</b>   _____ Sunita V. Cooke, Ph.D. Superintendent/President					

**BACKGROUND**

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

In the past fiscal year, the Human Resources and Administrative Services departments reviewed both the district’s property and liability insurance, workers compensation program, and excess liability program options. After careful consideration, it was in the best interest of the district to move coverage for property and liability to the Statewide Association of Community Colleges Joint Powers Authority (SWACC). It was in the best interest of the district to keep its workers compensation coverage within the San Diego County Joint Powers Authority (SDJPA). The district also remained within its excess liability coverage with the Schools Excess Liability Fund JPA (SELF) for the 2023/24 period.

The SWACC property and liability program will yield potential savings of more than \$300,000 compared to the prior program with SDJPA. However, SDJPA’s workers compensation program remained competitive and resulted in a \$50,000 lower cost year-on-year as well.

**STATUS**

The attached separate schedules summarize the district’s SWACC property and liability insurance renewal coverage and contributions, as well as the SDJPA workers compensation coverage and contributions, for the period of July 1, 2023-July 1, 2024. This schedule is included in the board’s policy and procedures Chapter 6 under AP6540 as the 2023/24 Schedule of Insurance.

The SWACC insurance schedule includes coverage for total property (real and personal property, electronic data processing equipment), general, cyber, auto, employment practices

liability, crime, and equipment breakdown. The SDJPA insurance renewal includes workers compensation and excess liability through SELF.

This year's estimated contribution is \$848,250 for workers' compensation, \$107,642 for excess liability, and \$390,800 for property and liability; the total cost is \$1,346,692. Even with an expected increase in property valuation that will increase property insurance during the fiscal year, the expected savings year-on-year is in excess of \$350,000 overall.

## **RECOMMENDATION**

Approve insurance renewal July 1, 2023-July1, 2024, and district insurance schedule, as stated above.

**Attachment 1: SWACC Property and Liability Coverages**

SWACC COVERAGES		MEMBER RETAINED LIMIT/ DEDUCTIBLE	CONTRIBUTION/ PREMIUM
LIABILITY	\$5,000,000 Limit Of Liability	\$10,000	\$254,187
PROPERTY	\$500,250,000 Total Insured Values (TIV)	\$10,000	\$59,160
ELECTRONIC DATA PROCESSING EQUIPMENT	\$1,000,000 Total Insured Values (TIV)	\$250	\$2,910
CRIME	\$5,000,000 Employee Dishonesty/Faithful Performance	\$2,500	\$2,058
CYBER LIABILITY	\$2,000,000 First Party Limit MRL is subject to terms and conditions per policy. See policy for member limit.	\$150,000	\$23,750
EQUIPMENT BREAKDOWN	\$100,000,000 Total Insured Values (TIV)	\$5,000	\$3,176
SUBTOTAL PROGRAM COSTS			\$345,241
EXCESS LIABILITY		\$	DECLINED
EXCESS LIABILITY		\$	DECLINED

- PROGRAM COSTS	\$ 345,241
*RISK MANAGEMENT RESERVE	\$ 10,687
NOSE COVERAGE (SAM ONLY up to \$5M)	\$ 34,872
<b>TOTAL PROGRAM COSTS</b>	<b>\$ 390,800</b>

## Attachment 2: SDJPA Workers Compensation & Excess Liability Coverages

		SCHEDULE OF INSURANCE COVERAGE MIRACOSTA COMMUNITY COLLEGE DISTRICT JULY 1, 2023 TO JULY 1, 2024			
COMPANY - TENTATIVE POLICY # - BEST RATING	COVERAGE DESCRIPTION	INSURANCE REINSURANCE LIMITS	JPA SIR	DISTRICT DEDUCTIBLE	TOTAL CONTRIBUTION
<b>Schools Excess Liability Fund - SELF</b> Memorandum of Coverage	<b><u>Excess Commercial General, Employment Practices &amp; Auto Liability</u></b> Excludes third-party Communicable Disease liability	\$50,000,000	\$5,000,000	\$0	\$107,642
<b>ACE American Ins. Co (Chubb)</b> Policy #WCL C6890982A Best A++XV	<b><u>Workers' Compensation</u></b> Self-Insured Employer's Liability	\$900,000 Included	\$100,000 Included	\$0	\$848,250 (Budgeted)
<b>Safety National Insurance</b> Policy #SP4063003 Best A +XV	<b><u>Excess Workers' Compensation</u></b>	Statutory	\$0	\$0	Included
<b>TOTAL</b>					<b>\$955,892</b>

<b>Subject:</b>  <b>Ratify Student Accident Insurance Renewal</b>	<b>Attachment:</b>  <b>Student Accident Coverage</b>
<b>Category:</b>  <b>Consent Items</b>	<b>Type of Board Consideration:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Information</span> <span style="text-align: center;">✓ Consent</span> <span>Action</span> </div>
<b>Institutional Goals:</b>  <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Goal 1</span> <span>Goal 2</span> <span>Goal 3</span> <span style="text-align: center;">✓ Goal 4</span> </div>
<b>Recommend:</b>  <hr/> <b>Hayley D. Schwartzkopf, J.D.</b> <b>Interim Assistant Superintendent/Vice President, Human Resources</b>	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

Board Policies 5205 and 6540 state that the district shall assure that students are covered by accident insurance in those instances required by law or contract in accordance with Education Codes 32221 and 72506.

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

The district has contracted with Bob McCloskey Insurance (BMI) for the prior two fiscal years. The total cost for the period August 1, 2022–August 1, 2023, was \$57,500.

**STATUS**

BMI specializes in the required student insurance coverages and has the most competitive premium proposal compared to other insurers. The premium for the coming year, August 1, 2023–August 1, 2024, will be \$68,248. There is an 18 percent increase in cost this year, due to an increase in athletic injury claims compared to prior years, an increase in athletic participants, and an overall challenging insurance market. Despite the increase in cost, BMI’s premiums are at least 15 percent lower than competitors.

The coverage deductible for the renewal period remains at \$0 per accident, continuing to save money for our students. The insurance continues to match or exceed other insurers' accident, AD&D, and catastrophic limits.

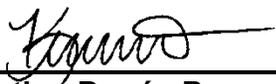
## **RECOMMENDATION**

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

**Attachment: Student Accident Coverage**

<b>ACCIDENT COVERAGE: Students and Athletes</b>	
<b>PLAN LIMITS</b>	<b>BENEFIT SUMMARY: ZURICH</b>
Accident Medical Expense	C1: \$25,000 C2: \$50,000 (Non-Duplication of Benefits – Integrated)
Deductible	\$0
Co-Insurance Percentage	100%/50%
AD&D (Death)	\$10,000
AD&D (Dismemberment)	\$10,000
AD&D Aggregate Limit of Liability	\$500,000
Emergency Illness Benefit	Not Included
Physical Therapy	Limited to 24 visits (calendar year)
Non-PPO (Benefits will not exceed)	\$25/visit
Dental Maximum	\$2,000
Rental DME	100% U&C (No Limit)
Expanded Medical	Included
Re-Aggravation/Re-Injury	Included
Heart & Circulatory	Included (Heart Failure: \$25,000 Max)
HMO/PPO Coordination	Included
Benefit Period	2 Years/104 Weeks
Proposed Effective Date	8/1/23
Plan Administration:	BMI Benefits

<b>CATASTROPHIC COVERAGE</b>	
Coverage Limit	\$1,000,000
Deductible	
Deductible – Class I (Athletes)	\$25,000
Deductible – Class II (Students)	\$50,000
Benefit Period	10 Years
Effective Date	8/1/2023

<b>Subject:</b>  Approve Updated Course Agreement with Cathedral Catholic High School for the Fall 2023 and Spring 2024 Dual Enrollment Program	<b>Attachment:</b>  Fall 2023/Spring 2024: Exhibit A Course Agreement
<b>Category:</b>  Consent Items	<b>Type of Board Consideration:</b>  Information <input checked="" type="checkbox"/> Consent      Action
<b>Institutional Goals:</b> <a href="http://mcc.mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <input checked="" type="checkbox"/> Goal 1      Goal 2      Goal 3      Goal 4
<b>Recommended:</b>  <hr/> Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

During the 2016/17 academic year, Cathedral Catholic High School (CCHS) and MiraCosta Community College District entered into a dual enrollment agreement, which enabled CCHS students to enroll in MiraCosta College classes at CCHS during the regular school day to earn both high school and college credit. The program was a success, and additional agreements have continued. Instructional Services Division worked with leaders from CCHS to identify courses to be offered during the fall 2023 and spring 2024 terms, and that agreement is reflected in the courses proposed here. As with previous agreements, the seats in dual enrollment courses will be limited to CCHS students only.

**STATUS**

A Memorandum of Understanding (MOU) was approved in August 2017 and is still in place. Until either district wants to rescind or change the MOU, it remains in effect, but is focused on responsibilities and general items. The individual courses and fees agreed to each term are defined separately in the Exhibit A Course Agreement, so that the courses and fees may be updated separately from the MOU.

**RECOMMENDATION**

Approve the Exhibit A Course Agreement with Cathedral Catholic High School to offer dual enrollment classes through MiraCosta College during fall 2023 and spring 2024.

**FALL 2023/SPRING 2024: EXHIBIT A COURSE AGREEMENT**

**Between  
MIRACOSTA COMMUNITY COLLEGE DISTRICT and  
CATHEDRAL CATHOLIC HIGH SCHOOL**

This Course Agreement is being executed between MiraCosta Community College District (MCCCD) and Cathedral Catholic High School (“CCHS”) as Exhibit A to the *Agreement Regarding College Courses Between Cathedral Catholic and MiraCosta Community College District (Agreement Regarding Educational Courses)*, the terms of which are incorporated herein by this reference. Unless otherwise expressly indicated herein, in the event of a conflict between this *Course Agreement* and the *Agreement Regarding Educational Courses*, the *Agreement Regarding Educational Courses* shall control. This *Course Agreement* is entered into between MiraCosta Community College District and Cathedral Catholic High School as of the date set forth below.

**Date of this Course Agreement:** August 2023-May 2024

**College Courses:** MCCCD shall offer the following approved educational courses:

<b>Fall 2023 (August 14 - December 16)</b>							
<b>Course</b>	<b>Maximum # of students</b>	<b># of sections</b>	<b>Course LHE</b>	<b>Total LHE (Course LHE x # of Sections)</b>	<b>Required Contact Hours Per Section</b>	<b>Total LHE Cost Per Course (1 LHE = \$ 2,255)</b>	<b>Schedule</b>
HIST 110	80	2	3	6	48-54	\$ 13,530	TBD
MATH 265	35	1	4	4	64-72	\$ 9,020	TBD
PLSC 102	40	1	4	4	64-72	\$ 9,020	TBD
PSYC 101	120	3	3	9	48-54	\$ 20,295	TBD
SOC 101	80	2	3	6	48-54	\$ 13,530	TBD
<b>Fall 2023 Instruction Cost Subtotal</b>				<b>29</b>		<b>\$65,395</b>	

<b>Spring 2024 (January 22 - May 24)</b>							
<b>Course</b>	<b>Maximum # of students</b>	<b># of sections</b>	<b>Course LHE</b>	<b>Total LHE (Course LHE x # of Sections)</b>	<b>Required Contact Hours Per Section</b>	<b>Total LHE Cost Per Course (1 LHE = \$ 2,255)</b>	<b>Schedule</b>
HIST 111	80	2	3	6	48-54	\$ 13,530	TBD
MATH 270	35	1	4	4	64-72	\$ 9,020	TBD
PLSC 102	40	1	4	4	64-72	\$ 9,020	TBD
PSYC 114	120	3	3	9	48-54	\$ 20,295	TBD
SOC 102	80	2	3	6	48-54	\$ 13,530	TBD
<b>Spring 2024 Instruction Cost Subtotal</b>				<b>29</b>		<b>\$65,395</b>	
<b>Total Instruction Cost</b>						<b>\$130,790</b>	

<b>Total Admissions &amp; Records Enrollment Support Cost</b>	\$3,270 (per semester)		<b>\$6,540</b>	
<b>TOTAL COST (Instruction + A&amp;R Enrollment Support)</b>			<b>\$137,330</b>	

+ Please note, enrollment restrictions may exist if students chose to take a lower-level course to meet college/university major requirements.

**Notices.** Any notice, communication, or delivery required by this Agreement by either Party to the other shall be completed by personal delivery or by first-class mail to:

- a. Jeff McMurtry, Dean of Academics  
Cathedral Catholic High School  
5555 Del Mar Heights Road  
San Diego, CA 92130
  
- b. Kristina Denée Pescarmona, Vice President of Instructional Services  
MiraCosta Community College District  
1 Barnard Drive  
Oceanside, CA 92056

**CATHEDRAL CATHOLIC HIGH SCHOOL**

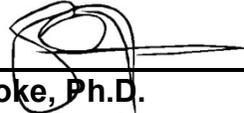
APPROVED BY: \_\_\_\_\_  
Dr. Kevin Calkins, President

Date: \_\_\_\_/\_\_\_\_/2023

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

APPROVED BY: \_\_\_\_\_  
Dr. Sunita Cooke, Superintendent/President

Date: \_\_\_\_/\_\_\_\_/2023

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

**BACKGROUND**

In compliance with Board Policy 7400, Employee Travel, MiraCosta College Student Services Specialist with the UPRISE program, Brayan Astorga, is requesting approval to travel to Mexico, from February 1 through February 8 to attend the Cultural Leadership Fellowship Winter 2024 Program.

**STATUS**

The purpose of this trip is to attend the Cultural Leadership Fellowship Winter 2024 Program. Brayan Astorga was chosen from a competitive pool of applicants to participate in the program. The primary goal of the program is to develop a comprehensive understanding of culturally sustaining pedagogies and how it shifts through space and throughout the world; language courses; lectures on the economic, political, and educational system at each perspective country; and to visit various archeological sites and education-based institutions to learn how culture has been sustained over time and across the countries each participant is visiting. This opportunity will provide a chance to learn about the process and legalities regarding advanced parole that impact undocumented communities as well as an opportunity to network and connect with other cohort members. The program Brayan Astorga will be attending is housed in Mexico and will consist of visiting multiple sites and gaining valuable experience and information that will further inform MiraCosta College’s UPRISE program.

**RECOMMENDATION**

Pre-approve the out-of-country travel for Brayan Astorga, who will travel to various locations in Mexico on February 1, 2024, to attend the Cultural Leadership Fellowship Winter 2024 Program, with a not to exceed cost of \$5,000.

<b>Subject:</b>  Notice of Completion - Bid # CO5-23 Technology Career Institute Improvements	<b>Attachment:</b>  None
<b>Category:</b>  Consent Items	<b>Type of Board Consideration:</b> Information <input checked="" type="checkbox"/> Consent      Action
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <input checked="" type="checkbox"/> Goal 1      Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4
<b>Recommended:</b>  _____ Tim Flood Vice President, Administrative Services	<b>Approved for Consideration:</b>  _____ Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

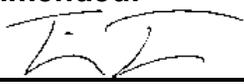
On June 30, 2023, Conan Construction Inc. completed all the work associated with Bid #C05-23 Technology Career Institute Improvements. The original construction contract amount for Conan Construction Inc. was \$984,000.00 and the total change order amount for this project was \$102,042.37. This project had a final construction cost of \$1,086,042.37.

**STATUS**

The project is currently 100 percent complete.

**RECOMMENDATION**

Approve and execute Notice of Completion for the Bid # C05-23 Technology Career Institute Improvements.

<b>Subject:</b>  <b>Approve Purchase for Furniture, Fixtures and Equipment for OCN Student Services Project</b>	<b>Attachment:</b>  None
<b>Category:</b>  Consent Items	<b>Type of Board Consideration:</b> Information <input checked="" type="checkbox"/> Consent                      Action
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf">mcc_mission_statement.pdf</a> (miracosta.edu)	<b>Institutional Goal Supported:</b> <input checked="" type="checkbox"/> Goal 1                      Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4
<b>Recommended:</b>  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

As part of the Measure MM bond program, the purchasing of furniture, fixtures, and equipment (“FF&E”) is needed in association with new construction and renovation projects. This need for FF&E, specifically office storage cabinets, seating, desks, and miscellaneous items, is related to the project needs identified for the Student Services Project at the Oceanside campus.

**STATUS**

California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as “piggyback”) obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district. The district has identified the use of the Corporate Spaces, Inc. DBA Parron Hall (PA), and Foundation for Community Colleges agreement CB-145-18 with Krueger International, Inc. (KI) for the purchase of specific items at the lowest cost and best overall value for district purchases.

The total equipment purchases have been identified with a total cost not to exceed: \$1,840,000.

Project Name	Associated Cost	Supplier
OCN Student Services	\$1,220,000	Allsteel
OCN Student Services	\$620,000	KI c/o Parron Hall

Funds for equipment are budgeted within the district’s fund 43 budget.

## **RECOMMENDATION**

Authorize the vice president, administrative services to proceed with the procurement with Corporate Spaces, Inc. DBA Parron Hall (PA) and Foundation for Communication Colleges agreement CB-145-18 with Krueger International, Inc. specified equipment purchases in amount not to exceed \$1,840,000.

<b>Subject:</b>  <b>Approve Annual Dell Computer Replacement Purchases</b>	<b>Attachment:</b>  None
<b>Category:</b>  Consent Items	<b>Type of Board Consideration:</b> Information  Consent                      Action
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf">mcc_mission_statement.pdf</a> (miracosta.edu)	<b>Institutional Goal Supported:</b> Goal 1                      Goal 2  Goal 3                      Goal 4
<b>Recommended:</b>  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

The district conducts annual computer replacements for equipment used in the classrooms and operations, including faculty and staff equipment. The ongoing replacement cycle provides up-to-date hardware to keep up with the demands of applications, software, and processing power to support student success.

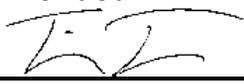
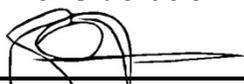
**STATUS**

California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as "piggyback"), obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district. As a result, Board Agenda Item VIII.Y was approved at the June 22, 2023, meeting, which authorized the use of the Foundation for California Community Colleges (FCCC) agreement #0000-4206 with Dell Marketing for the purchase of supplies, technology, software, equipment another other miscellaneous material, at the lowest cost and best overall value for district technology purchases.

The Information Technology Services (ITS) department identified expenditures of the technology equipment replacement in an amount not to exceed \$995,000 for the fiscal year 2023/24. Funds for equipment purchases have been identified within the ITS equipment replacement budget.

**RECOMMENDATION**

Authorize the director of purchasing and material management to proceed with the Dell procurements as needed throughout the fiscal year 2023/24 in an amount not to exceed \$995,000.

<b>Subject:</b>  <b>Ratify Purchase of Plastinated Anatomy Specimens from Gubener Plastinate (GmbH)</b>	<b>Attachment:</b>  None
<b>Category:</b>  Consent Items	<b>Type of Board Consideration:</b> Information <input checked="" type="checkbox"/> Consent      Action
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> Goal 1      Goal 2 <input checked="" type="checkbox"/> Goal 3      Goal 4
<b>Recommended:</b>  <hr/> <b>Tim Flood</b> Assistant Superintendent/Vice President, Administrative Services	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> Superintendent/President

**BACKGROUND**

In response to the COVID-19 pandemic and the need for a socially distanced laboratory learning environment in February 2022, the board approved Resolution #13-21/22 and agenda item IX.G for the sole source purchase of plastinated anatomy specimens.

**STATUS**

Pursuant to Resolution No. 13-21/22, the board delegated to the director of purchasing and material management the authority to contract as needed for the sole-sourced items from Gubener Plastinate (GmbH) with final ratification by the board.

Three purchase orders were created to facilitate the procurement process, with the following seven shipments received for a total purchase cost of \$115,332.27.

Received	Purchase Order	Total Amount
6/24/2022	22001243 PO	\$13,618.00
8/29/2022	22002393 PO	\$2,990.00
8/29/2022	22002393 PO	\$3,106.00
8/29/2022	22002393 PO	\$2,760.00
8/29/2022	22002393 PO	\$8,304.00
6/5/2023	22002393 PO	\$83,516.00
6/14/2023	23002188 PO	\$1,038.27
<b>Grand Total</b>		<b>\$115,332.27</b>

## **RECOMMENDATION**

Ratify the actions of the director of purchasing and material management in accordance with Resolution No. 13-21/22 for the purchase of plastination anatomical specimens for the total amount of \$115,332.27.

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

**BACKGROUND**

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 2023 = \$109,300), 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  
May 27, 2023 - June 23, 2023**

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

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

PO #	Vendor	Description	Amount
23002358	A Good Roofer Inc	SAN 800 Roof Repair (Fac)	\$6,321.00
23002217	Intelligent Technologies and Services Inc	5 Year stand pipe repairs Manchester Ave campus (Fac)	\$5,192.00

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

**Emergency Repair Contracts Without Bid**

PO #	Vendor	Description	Amount
	No Entries This Month		

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

**POs from \$25,000 - \$109,300**

PO #	Vendor	Description	Amount
23002306	Institute for the Future	Contract Services (President)	\$37,500.00

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

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

PO #	Vendor	Description	Amount
23002180	University of San Diego	Contract Services (HR)	\$16,100.00
23002346	CDW Government Inc	Equipment (ITS)	\$14,145.45
23002202	Signal Vine Inc	Contract Services (Student Services)	\$11,550.00
23002164	The Uniquely Abled Project	Contract Services (Workforce Dev)	\$10,000.00

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

**POs from \$5,000 - \$9,999**

PO #	Vendor	Description	Amount
23002150	Advantage Mailing Inc	Printing (Instructional Services)	\$9,412.86
23002242	Foundation for California Community Colleg	Membership (Fac)	\$9,179.47

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

**Change Orders**

PO #	Vendor	Description	Amount
	No Entries This Month		

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

**Construction Contract Change Orders**

PO #	Vendor	Description	Amount
	No Entries This Month		

**Total Contract Expenditures: \$119,400.78**

**Ratify MCC purchase orders 23002163 through 23002510**

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.

<b>MOUs / Grants / Instructional / Miscellaneous Agreements</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
23000043	Parron Hall	Amendment #1 Discount Structure Extension	\$0.00
23000046	Southern California Assc. of Governments	COE SCAG Labor Market Research	\$0.00
23000055	Jacobs & Cushman San Diego Food Bank	San Diego Food Bank Agreement	\$0.00
23000060	Cedar Holdings International	Debt Collection Services	\$35,000.00
23000061	American Assc of Community Colleges	"Employing Abilities at Work" Partnership	\$10,000.00
23000064	Protocall	Mutual NDA	\$0.00

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.

<b>Facilities Use Agreements</b>			
<b>Contract #</b>	<b>Licensee</b>	<b>Description</b>	<b>Amount</b>
22000144	Cardiff By the Sea Chamber of Commerce	Amendment #2 Extension of Farmers Market	\$0.00
23000031	San Dieguito Union HS District	SDUHSD College and Career Night	\$0.00
23000034	MG Custom Printing	Uprise Small Business Mercado Vendor	\$0.00
23000035	Olivenhain Municipal Water District	Recycled Water Pipeline Ribbon Cutting	\$0.00
23000040	Sixto Boat Works	Sixto Boat Works Facility Use Agreement	\$0.00
N/A	The Conrad Preby's Foundation	Foundation w/ Community for Strategic Plan	\$600.00
N/A	Christian Cong. of Jehovah's Witness	On Hour Talk After Passing Emblems	\$485.00
N/A	Citizens of Climate Conference	California Conference – Meeting & Workshops	\$3,529.62
N/A	West Coase Elite	Basketball Practices	\$10,800.00
N/A	CLEAR III	Training (co-sponsorship)	\$0.00
N/A	Coastal Academy High School	Track & Field Practice	\$121.00
N/A	Oceanside Unified School District	Math & Science Professional Dev Training	\$0.00
N/A	Society for Ethnomusicology SoCA Hawaii Chapter	Daytime conference (co-sponsorship)	\$0.00
N/A	Oceanside Breakers	Coaching Class (co-sponsorship)	\$0.00
N/A	Storybook Youth Theater	Children's Production of Matilda	\$1,129.44
N/A	Office of US House Rep Mike Levin	Field Hearing	\$532.64
N/A	Spay Neuter Action Project (SNAP)	Mobile Animal Spay & Neuter Clinic	\$0.00
N/A	Oceanside Unified School District	OUSD Elementary Ed Staff Meeting	\$0.00
N/A	Oceanside Breakers	Scrimmage (co-sponsorship)	\$0.00
N/A	Latino Book and Family Festival	Community Festival (co-sponsorship)	\$0.00

**Capital Improvement Program Contract and Purchase Order Ratification List  
May 27, 2023 - June 23, 2023**

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

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

PO #	Vendor	Description	Amount
	No Entries This Month		

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

**POs from \$25,000 - \$109,300**

PO #	Vendor	Description	Amount
	No Entries This Month		

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

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

PO #	Vendor	Description	Amount
	No Entries This Month		

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

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

PO #	Vendor	Description	Amount
23002159	Parron Hall Office Interiors	04207 Extra set of lock cores, keys, overhead, and misc. installation of tackboard & accessories (OC)	\$1,503.94
23002298	State Water Resources Control Board	04203 State Water Board Annual Fee (OCN)	\$600.00

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
23001114	AC Martin Partners Inc	04244 Change Order 2 (OCN)	\$50,000.00
23001222	NV5, Inc.	04225 Change Order 1 (OCN)	\$11,690.00
23001901	Southland Technology	04201 Change Order 1 (OCN)	\$756.13

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	Caliba, Inc.	04207 Change Order 13 (OCN)	\$399,633.00
22003404	Balfour Beatty Construction LLC	04215 Change Order 13 (OCN)	\$26,492.69

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

**MM-17-002 – Geotechnical Engineering Task Orders**

Contract #	Other Party	Description	Amount
	No Entries This Period		

**MM-17-002 – Geotechnical Engineering Task Change Orders**

Contract #	Other Party	Description	Amount
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	No Entries This Period		
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In accordance with Government Code Sections 4526, 4527, and 53060; and Education Code Sections 81655 and 81656, applicable district policies regarding professional service procurements; and Board Agenda Item IX.K (10/19/17); and other applicable law, the following transactions were entered into and approved by the vice president, administrative services. The total approved funding authority under MM-17-001 is \$1,200,000.

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

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

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

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

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

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

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

<b>MM-19-013 – Inspector of Record Task Change Orders</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
MM03190132	Kent Schafer/CIS	04204 Change Order 1 (OCN)	\$26,250.00

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

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

<b>MM-19-014 – Special Inspection Task Change Orders</b>			
<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
MM03190148	Atlas Technical Consultants	04203 Change Order 3 (OCN)	\$84,546.00

<b>Total Contract Expenditures: \$601,471.76</b>			
<b>Ratify purchase orders — 23002159, 23002298</b>			
<b>Ratify purchase orders (Task Orders) — No Entries This Period</b>			
<b>Ratify purchase orders (Contracts) — No Entries This Period</b>			

<b>Subject:</b>  <b>Appoint Independent Citizens' Bond Oversight Committee Members</b>	<b>Attachment:</b>  None
<b>Category:</b>  Action Items	<b>Type of Board Consideration:</b>  Information          Consent <b>Action</b>
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b>  Goal 1          Goal 2          Goal 3 <b>Goal 4</b>
<b>Recommended:</b>   <hr/> <b>Tim Flood</b> Assistant Superintendent/Vice President, Administrative Services	<b>Approved for Consideration:</b>   <hr/> <b>Sunita V. Cooke, Ph.D.</b> Superintendent/President

**BACKGROUND**

After the passage of Measure MM on November 8, 2016, the governing board established an Independent Citizens' Bond Oversight (ICBOC) committee on March 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

Per the Independent Citizens' Bond Oversight Committee Bylaws, Section 5. Membership, 5.4 Term, "...each member shall serve a term of two (2) years, commencing as of the date of appointment by the board. No member may serve more than three (3) consecutive terms..."

**STATUS**

With the unexpected passing of member Larry Barry, the bona fide taxpayer association member who had served on the ICBOC since September 2019, a vacancy has occurred. Mr. Barry was a resident of Oceanside and a long-time supporter of MiraCosta College.

Mr. Barry served on multiple bond oversight committees in the county and was an active member of the San Diego County Taxpayer Association. His experienced perspective and positive outlook will be greatly missed.

Eleanor Evans has filed an application to fill the vacancy as a representative of a taxpayer association during the open recruitment process. It is recommended that Ms. Evans be appointed for a first two (2)-year term. Evans has been an Oceanside resident for over 35 years and currently serves on the Oceanside Unified School District Board of Education. She is an active member in the San Diego County Taxpayers Association and the San Diego County Taxpayers Education Foundation, and was an adjunct professor of economics at both San Diego State University and MiraCosta College.

## **RECOMMENDATION**

Appoint Independent Citizens' Bond Oversight committee member, as stated above.

<b>Subject:</b> Approve Employment Contract for Assistant Superintendent/Vice President	<b>Attachment:</b> Employment Contract for Assistant Superintendent/Vice President
<b>Category:</b> Action Items	<b>Type of Board Consideration:</b> Information          Consent  Action
<b>Institutional Goals:</b> <a href="http://mcc_mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> Goal 1          Goal 2  Goal 3          Goal 4
<b>Recommend:</b>  Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	<b>Approved for Consideration:</b>  Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

Board Policy 7140 – Collegial Negotiations and Collective Bargaining specifies the process for negotiation of employment contracts for assistant superintendents/vice presidents.

**STATUS**

The following assistant superintendent/vice president is recommended for a three-year contract, with the following annual salary for July 1, 2023, to June 30, 2024, conditioned on the administrator’s most recent evaluation being satisfactory:

Charlie Ng, Assistant Superintendent/Vice President, range 2, step 7 – \$272,825

In addition to salary, it is recommended vice presidents receive a \$550 monthly auto allowance, a \$525 monthly expense allowance, and a \$125 monthly cell phone allowance.

**RECOMMENDATION**

Approve employment contract for assistant superintendent/vice president, as stated above.

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

This agreement (“Agreement”) is made July 1, 2023, by and between the MiraCosta Community College District (“District”) in San Diego County, California, and Charlie Ng, Assistant Superintendent/Vice President, Human Resources (“Administrator”).

### **1.0 DUTIES**

The Administrator agrees to be and act as Assistant Superintendent/Vice President, Human Resources, of MiraCosta College, performing duties specified in the position description adopted by the Board of Trustees for this position.

### **2.0 TERM**

This Agreement is for a three-year term commencing on July 1, 2023, and ending on June 30, 2026. Upon the recommendation of the Superintendent/President, the Board of Trustees may renew this Agreement in accordance with board policy provided that the employee's most recent performance evaluation has been “satisfactory.”

### **3.0 SALARY**

The Administrator shall be paid according to Range 2, Step 7 (\$272,825) annually on the 2023/24 Vice President and Associate Vice President Salary Schedule. The salary will be paid according to District’s customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

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

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

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

## **5.0 RETIREMENT BENEFITS**

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

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

## **6.0 SABBATICAL**

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

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

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

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

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

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

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

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

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

## **7.0 EXPENSES**

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

## **8.0 DAYS OF SERVICE**

This Agreement provides 261 contract days per year (218 on-duty days; 25 vacation days; 18 holidays), with vacation, sick leave, and personal necessity leave

available in accordance with District policy. Prior to the start of each fiscal year, the Administrator's non-contract days, if any, will be approved by the Administrator's supervisor and reported to the District's payroll office.

## **9.0 EVALUATION**

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

## **10.0 REASSIGNMENT**

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

## **11.0 TERMINATION**

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

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

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

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

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

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

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

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

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

## **13.0 OTHER PROVISIONS**

13.1 This Agreement does not confer tenure.

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

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

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

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

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

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

**14.0 Representations and Warranties.**

Administrator represents and warrants that they:

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

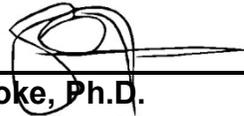
MiraCosta Community College District

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

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

\_\_\_\_\_  
Charlie Ng  
Assistant Superintendent/Vice President  
Human Resources

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

<b>Subject:</b> Ratify Memorandum of Understanding Associate Faculty 23-05 Health Benefits	<b>Attachment:</b> Memorandum of Understanding Associate Faculty 23-05 Health Benefits
<b>Category:</b> Action Items	<b>Type of Board Consideration:</b> Information          Consent <input checked="" type="checkbox"/> Action
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf</a>	<b>Institutional Goal Supported:</b> Goal 1          Goal 2          Goal 3 <input checked="" type="checkbox"/> Goal 4
<b>Recommend:</b>  _____ Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	<b>Approved for Consideration:</b>  _____ Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

Education Code section 87860 through 87868 establish the Part-Time Community College Faculty Health Insurance Program. The district provides health insurance benefits to associate faculty as outlined in the Academic Associate Faculty collective bargaining agreement. The 2022 Budget Act appropriated \$200 million for the program and included specific requirements for the district to be eligible for up to 100 percent reimbursement for providing health benefits to associate faculty. During the spring of 2023, the district engaged in collegial negotiations with the Associate Faculty Union. While the parties are still engaged in good faith negotiations, the district and the Associate Faculty Union have agreed to the attached Memorandum of Understanding. The agreement provides that the district will cover the employee share of the premiums from September 2023 through December 2023 while the parties continue the negotiations process.

**STATUS**

The District and the Academic Associate Faculty have negotiated the terms and conditions, and agreed to a memorandum of understanding.

**RECOMMENDATION**

Ratify Memorandum of Understanding Associate Faculty 23-05 Health Benefits, as stated.



MOU Between the  
MiraCosta Community College District and  
MiraCosta Community College Academic Associate Faculty  
23-05

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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 Academic Associate Faculty (hereinafter referred to as "MCCAAF") (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. Unit members eligible to enroll in medical insurance benefits under Article 13 of the current CBA as of the fall 2023 semester shall be eligible for the benefits described below.
2. The District shall provide 100 percent paid medical coverage for eligible unit members during the months of September through December 2023.
3. Eligible unit members are required to provide thirty (30) days’ notice prior to voluntary termination of benefits. Voluntary termination of medical insurance coverage prior to December 2023 will occur as of the first of the month following notification.
4. Unless subsequent modifications to this MOU are negotiated, this MOU will sunset on December 31, 2023.

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

Sunita V. Cooke, PhD

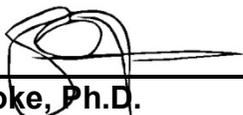
Krista Warren

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Signature                      Date  
Superintendent/President  
MiraCosta Community College District

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Signature                      Date  
President  
MCC Academic Associate Faculty

<b>Subject:</b>  <b>Board Policy 4025 – Philosophy and Criteria for Associate Degree and General Education</b>	<b>Attachment:</b>  <b>Board Policy 4025 – Philosophy and Criteria for Associate Degree and General Education</b>
<b>Category:</b>  <b>Board Policies – Periodic Review</b>	<b>Type of Board Consideration:</b> Information                  Consent                  Action 
<b>Institutional Goals:</b> <a href="http://mcc.mission_statement.pdf">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b>  Goal 1  Goal 2  Goal 3  Goal 4
	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

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

**STATUS**

A periodic review of Board Policy 4025 – Philosophy and Criteria for Associate Degree and General Education has been completed and approved by College Council. The policy is now presented for adoption by the board of trustees.

Administrative Procedure 4025 is provided for your reference only.

**RECOMMENDATION**

Adopt Board Policy 4025 – Philosophy and Criteria for Associate Degree and General Education.

The awarding of an associate degree is intended to represent more than an accumulation of units. It is to symbolize a successful attempt on the part of the college to lead students through patterns of learning experiences designed to develop certain capabilities and insights.

In addition to these accomplishments, the student shall possess sufficient depth in some field of knowledge to contribute to lifetime interest and career pursuit.

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

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

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

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

MiraCosta Community College District

Adoption History:	4/7/09
Periodic Review:	11/18/15, xx/xx/xx
Reference Update:	11/14
References:	Title 5, §55061 ACCJC Accreditation Standard II.A]
CCLC Update:	#14, 2/08; #25, 11/14
Steering:	CPC / AS

## ADMINISTRATIVE PROCEDURE 4025: Philosophy and Criteria for Associate Degrees and General Education

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

The associate degree at MiraCosta College is awarded to students who have successfully demonstrated that they have developed intellectual skills, information technology facility, affective and creative capabilities, social attitudes, and an appreciation for cultural diversity. In addition to these accomplishments, students graduating with an associate degree shall possess sufficient depth in some field of knowledge to contribute to lifetime interest and career pursuit. Majors or areas of emphasis that provide this depth are composed of a minimum of eighteen (18) units.

General education at MiraCosta College introduces the content and methodology of major areas of knowledge. Its purpose is to encourage students to select a broad spectrum of classes. Students completing this program are able to demonstrate the following:

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

The MiraCosta College general education pattern (Plan A) for the associate in arts and associate in science degree includes the completion of three units each in Areas A1 and A2, three units in Area B, and three units each in Areas C through G.

Courses listed in two different areas (A–E) may be used to satisfy a requirement in one area but not both. Courses completed in Areas F and G may also satisfy other area (A–E) requirements.

A course listed in any area (A–G) may satisfy both a general education and a major requirement.

In lieu of the above, students may satisfy a general education requirement for an associate degree at MiraCosta College by completing the California State University (Plan B) or the University of California (Plan C) certified general education pattern. Placement of courses on the transferable general education patterns is governed by the California State University (CSU) and University of California (UC) and will be in accordance with these transfer policies.

Courses used to meet the MiraCosta College general education and associate degree requirements meet the standards set forth in Board Policy 4025 as follows:

- A. All courses designated for general education (GE) at MiraCosta College fulfill the following universal criteria:
  1. Rigor: Each GE course treats subject matter with a level of intellectual intensity that requires independent study.
  2. Scope: Each GE course introduces the student to a wide range of principles, perspectives, and knowledge within the discipline.
  3. Autonomy: Each GE course is a whole unto itself and not primarily part of a sequence of courses; i.e., each course provides exposure to foundations and fundamental tenets of the discipline.
  4. Breadth: Each GE course provides a generalizing rather than specializing experience within the subject matter of the discipline. It relates knowledge within the discipline to other fields and disciplines, as well as to contemporary society.
  5. Critical thinking: Each GE course develops the student's aptitude for conceptualizing, applying, analyzing, synthesizing, and evaluating information.
  6. Communication and literacy: Each GE course provides opportunities for the student to develop and demonstrate both orally and in writing the ability to read, comprehend, and evaluate college-level material.
  7. Relevancy: Each GE course relies upon current knowledge, technology, and instructional materials to achieve its objectives, as appropriate.
- B. Specific courses within the GE program at MiraCosta College fulfill the following criteria as related to their area of specialty:
  1. Area A–Language and Reasoning: These courses develop the principles and applications of language toward the following for the student:
    - a. Logical thought.
    - b. Clear and precise expression.

- c. Critical evaluation of communication.
  - (1) Area A1: English composition courses must include both expository and argumentative writing. These courses have an appropriate prerequisite that distinguishes them from a remedial course.
  - (2) Area A2: These courses include oral communication, mathematics, logic, statistics, computer languages and programming, and related disciplines. Mathematics courses have a prerequisite of elementary algebra or higher math.
- 2. Area B–Natural Sciences: These courses examine the physical universe, its life forms, and its natural phenomena. These courses also should do the following:
  - a. Help the student develop an appreciation and understanding of the scientific method.
  - b. Encourage an understanding of the relationships between science and other human activities.

These courses include introductory or integrative courses in astronomy, biology, chemistry, general physical science, geology, meteorology, oceanography, physical geography, physical anthropology, physics, and other scientific disciplines.

- 3. Area C–Humanities: These courses study the cultural activities and artistic expressions of human beings. These courses should help the student develop the following:
  - a. An awareness of the ways in which people throughout the ages and in different cultures have responded to themselves and the world around them in artistic and cultural creation.
  - b. An aesthetic understanding.
  - c. An ability to make value judgments.

These courses include introductory or integrative courses in the arts, foreign languages, literature, philosophy, and religion.

- 4. Area D–Social and Behavioral Sciences: These courses focus on people as members of society. These courses should do the following:
  - a. Develop an awareness of the method of inquiry used by the social and behavior sciences.
  - b. Stimulate critical thinking about the ways people act and have acted in response to their societies.
  - c. Promote appreciation of how societies and social subgroups operate.

These courses include introductory or integrative survey courses in cultural anthropology, cultural geography, economics, history, political science, psychology, sociology, and related disciplines.

5. Area E–Lifelong Learning: Courses in this category equip student learners for lifelong understanding and development of themselves as integrated physiological, social, and psychological beings. Technology and information-fluency courses develop the students’ ability to skillfully and effectively make use of two or more technological tools to access, evaluate, analyze, integrate, and utilize information in a variety of contexts in order to apply it to decision making, critical thinking, and problem solving in their lives. Self-development courses encourage attentiveness to health and well-being and to the practical aspects of managing and improving students’ lives.
  - a. Area E1–Technology and Information Fluency: Courses approved for this category do the following:
    - (1) Provide significant and comprehensive understanding of two or more technological tools, such as multiple computer applications, for the specific purpose of accessing, evaluating, analyzing, integrating, and utilizing information.
    - (2) Emphasize a variety of contexts in which the responsible and ethical use of information and information technology tools can be applied to decision making, critical thinking, and problem solving in students’ lives.
    - (3) Encourage information seeking from diverse sources through the use of technology to identify information problems, seek their solutions, and communicate these solutions accurately and creatively.
    - (4) Emphasize that accurate and comprehensive critical evaluation and analysis of information through the use of technology is a basis for intelligent decision making.
  - b. Area E2–Self-Development: Courses in this category include selective consideration of content, such as human behavior, sexuality, nutrition, physical and mental health, stress management, financial literacy, social relationships, and relationships with the environment, as well as implications of death and dying and avenues for lifelong learning. Courses approved for this category do the following:
    - (1) Analyze the relationship between an individual and the broader society.
    - (2) Recognize the human body as an integrated organism with systemic functions, such as movement, nutrition, growth, reproduction, and aging.
    - (3) Examine the study of the mental processes that create consciousness, behavior, emotions, and intelligence.

- (4) (4) Encourage students to recognize the human being as an integrated physiological, social, and psychological organism.
- (5) Provide opportunities for students to demonstrate the ability to apply life-success skills.

Active-duty military personnel and U.S. military veterans may satisfy this requirement through submission of a military transcript that demonstrates the completion of basic training or recruit training (DD214, DD295, or other military transcript).

6. Area F—Cultural Diversity: Courses in this category demonstrate sensitivity to and promote a climate of cultural diversity. They focus specifically on a multicultural and global perspective and foster an understanding of the student's role in a global community. Courses that fulfill this requirement introduce and examine the intersection of ethnicity, language, or culture with gender, sexuality, class, or other important social categories, such as religion. The emphasis for any course meeting this requirement must be substantial and thematic rather than incidental or supplemental.
  - a. Courses approved for this category meet at least four of the following goals and criteria:
    - (1) Study the history, experience, and specific contributions of one or more groups that are distinct from the dominant culture in the U.S. or the student's country of origin.
    - (2) Increase students' knowledge and understanding of other cultures.
    - (3) Develop an awareness of racism or sexism and its impact on society.
    - (4) Promote critical thinking about issues relevant to one or more groups that are distinct from the dominant culture in the U.S. or the student's country of origin.
    - (5) Identify theories and practices of accommodation, assimilation, integration, and pluralism.
    - (6) Recognize artistic achievements and aesthetic values of non-Western cultures.
    - (7) Provide opportunities for students to recognize their own attitude toward cultural diversity.
    - (8) Encourage and stimulate personal discovery of the individual's identity in a culturally diverse world.
  - b. Students can satisfy this requirement by successfully completing one course that MiraCosta College has approved as meeting the cultural diversity criteria and goals. Students may also satisfy the requirement

through the submission of an official transcript that demonstrates completion of course work at a regionally accredited college or university that satisfies a cultural-diversity type of requirement.

- c. Students earning an associate in science degree in registered nursing (ADN) or registered nursing (LVN-to-RN) at MiraCosta College will substantially meet the cultural diversity requirement through completion of the program. Each course in both programs has a component that promotes sensitivity to cultural diversity and fosters an understanding of the student's role in the global community.
7. Area G—American Institutions and History: Courses in this category develop the knowledge and skills necessary for intelligent citizenship. Courses focus on the major events and issues in U.S. history and the political processes used in the United States. Courses approved for this category substantially meet at least one of the following goals and criteria:
- a. Examine the historical development of American institutions and ideals.
  - b. Examine the U.S. Constitution and structure of federal and state government.

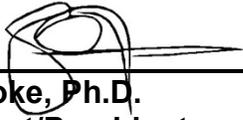
Students may also satisfy the American institutions and history requirement through submission of an official transcript that demonstrates course work completed at a regionally accredited college or university that satisfies an American institution requirement.

Students completing an associate in science degree in registered nursing (Track I: Generic ADN or Track II: LVN-RN) at MiraCosta College will not be required to satisfy the American institutions and history requirement due to the Board of Registered Nursing's licensing-unit limits.

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

- A. Completion of an approved course in the same general education area at another California community college.
- B. Completion of a course at a regionally accredited college or university in a comparable general education area.
- C. Completion of a comparable course at a regionally accredited college or university.
- D. A bachelor's or an associate degree from a U.S. regionally accredited institution.

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

<b>Subject:</b> Board Policy 5505 – Academic Integrity	<b>Attachment:</b> Board Policy 5505 – Academic Integrity
<b>Category:</b> Board Policies – Second Read	<b>Type of Board Consideration:</b> Information          Consent <b>Action</b> ✓
<b>Institutional Goals:</b> <a href="http://mcc.mission_statement.pdf">mcc.mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> ✓ Goal 1          ✓ Goal 2          ✓ Goal 3          ✓ Goal 4
	<b>Approved for Consideration:</b>  _____ Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

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

**STATUS**

Edits to Board Policy 5505 – Academic Integrity have been completed and approved by College Council. The policy is now presented for a second read and adoption by the board of trustees.

Administrative Procedure 5505 is provided for your reference only.

**RECOMMENDATION**

Adopt Board Policy 5505 – Academic Integrity.

MiraCosta College highly values academic integrity. At the core, this means producing an honest representation of one's own work. MiraCosta College also promotes the approach that education is best accomplished as a cooperative, collaborative enterprise in which students are encouraged to work with and learn from each other. The line between academic integrity and collaborative education is not always easy to define and may vary from one discipline to the next and from one instructor to the next. Many aspects of cheating and plagiarism are universally recognized, while others are subject to debate.

This policy provides general guidelines that outline common definitions of academic dishonesty and affirms the right of instructors to employ more detailed academic integrity policies according to their preferences and practices when teaching their respective courses. Faculty are strongly encouraged to outline their policies on their course syllabus. Students are encouraged to review each course syllabus to understand the academic integrity policies of the faculty and course.

Examples of academic dishonesty include, but are not limited to, the following:

- A. Cheating: Copying ~~another person's~~ work or using unauthorized aids, including but not limited to technology such as cell phones or watches, during an examination, quiz, or assignment.
- B. Plagiarizing: Copying ~~someone else's~~ work or ideas, including but not limited to the use of unauthorized electronic aids, and misrepresenting them as one's own.
- C. Falsification: Making up fictitious information and presenting it as factual or altering records for the purpose of misrepresentation.
- D. Facilitation: Helping another student to cheat, plagiarize, or falsify information. ~~This can~~ Some examples include writing a paper for another student, ~~referring a student to a website that offers services that fall under the aforementioned examples of academic dishonesty,~~ sharing work where it may be searched and submitted by others, referring a student to those sources, or knowingly allowing a student to copy ~~your~~ one's own work.

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Adoption History: 5/5/09, 2/15/11, 11/19/20  
 Periodic Review: 8/17/16  
 References: Title 5, 555002(a)(2)(A)  
 CCLC Update: --  
 Steering: AAC / AS

There are two areas that address concerns about behavior that may be deemed a violation of academic integrity. These areas are: (1) faculty-initiated remedies and (2) referrals to the Office of Student Affairs to address alleged violations of [Administrative Procedure 5500: Standards of Student Conduct](#).

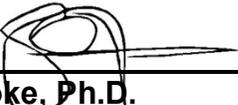
- (1) Faculty-initiated remedies for violations of academic integrity may include a verbal warning, a lowered assignment grade, and/or submission of an academic integrity report to the Office of Student Affairs. Instructors may consult with the dean of Student Affairs or their designee to review appropriate remedies per state statutes and codes. Students have the right to appeal faculty-initiated remedies as outlined in [Administrative Procedure 5505: Academic Dishonesty Integrity - Appeal Process](#).
- (2) Faculty are encouraged to submit reports of alleged violations of [Administrative Procedure 5500: Standards of Student Conduct](#) to the Office of Student Affairs. The Office of Student Affairs provides an educational experience for students when there are alleged violations of the Standards of Student Conduct to decrease the likelihood of recurrence. In particular, if the student has allegedly violated the Standards of Student Conduct before, the Office of Student Affairs may address alleged violations as outlined in [Administrative Procedure 5520: Student Conduct Procedures](#).

See [Administrative Procedure 5500: Standards of Student Conduct](#) and [Administrative Procedure 5520: Student Conduct Procedures](#) for additional information.

MiraCosta College highly values academic integrity. As outlined in Board Policy 5505: Academic Integrity, students have the right to appeal a faculty-initiated academic integrity decision and/or remedy. This means that any student who is determined by a faculty member to have engaged in behavior that is deemed a violation of their academic integrity policy such as cheating, plagiarizing, falsification of information, or helping other students to cheat, etc., has the right to appeal a faculty member's decision and/or remedy (e.g., lowering of a grade as result of behavior deemed a violation of the faculty member's academic integrity policy). Please note that this procedure is specific to faculty-initiated decisions and/or remedies in response to claims of academic integrity concerns. All appeal requests that involve decisions and/or resolutions determined by the Office of Student Affairs must follow the processes and conditions as outlined in Administrative Procedure 5520: Student Conduct Procedures.

The process to appeal a faculty decision (and/or remedy) is as follows:

- A. Within ten (10) calendar days, the student may appeal the faculty member's action by submitting a written appeal request to the department chairperson via email. The written request should include a description of the alleged behavior in question, the faculty member's decision and/or remedy, detail what the student is specifically appealing (decision and/or remedy), and any information the student deems relevant. The department chairperson must respond to the student in writing via email within ten (10) calendar days of when the appeal was submitted with their decision. The chairperson's decision may be to uphold the faculty member's decision and/or remedy, to overturn the faculty member's decision and/or to modify the faculty member's decision and/or remedy.
- B. If the student wishes to appeal the department chairperson's decision, the student may make a final written appeal via email to the Vice President, Instructional Services, within ten (10) calendar days of receiving the chairperson's decision. The vice president's decision is final and will be delivered to the student within ten (10) calendar days via email.
- C. A successful appeal of a faculty member's determination that a student has been academically dishonest does not automatically change the final grade in the course. To appeal the final grade in a course, the student must follow the procedures outlined in Administrative Procedure 4231 on grade changes.

<b>Subject:</b> Board Policy 7330 – Communicable Disease	<b>Attachment:</b> Board Policy 7330 – Communicable Disease
<b>Category:</b> Board Policies – First Read	<b>Type of Board Consideration:</b> ✓ Information                  Consent                  Action
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> ✓                  ✓                  ✓                  ✓ Goal 1                  Goal 2                  Goal 3                  Goal 4
	<b>Approved for Consideration:</b>  _____ Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

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

**STATUS**

Edits to Board Policy **7330 – Communicable Disease** have been completed and approved by College Council. The policy is now presented for first read by the board of trustees.

Administrative Procedure 7330 is provided for your reference only.

**RECOMMENDATION**

For information only.

The Mira Costa Community College District is committed to providing a safe and healthy learning and working environment. The district shall establish administrative procedures necessary to assure cooperation with local public health officials in measures necessary for the prevention and control of communicable diseases.

### **COVID-19**

~~The novel coronavirus and the disease it causes, COVID-19, is a global pandemic and has resulted in widespread severe illness and death worldwide, in the United States, and in California.~~

~~In furtherance of this commitment to providing a safe and healthy environment, the district shall establish administrative procedures regarding COVID-19 vaccination to mitigate the risks surrounding exposure to COVID-19. These administrative procedures will require that all employees who are on district premises have received the full COVID-19 vaccine.~~

### **Tuberculosis Risk Assessment**

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

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

All employees shall be required to undergo a tuberculosis risk assessment within four years of employment and every four years thereafter, to determine if they are free from tuberculosis.

See Administrative Procedure 7330 and 7336.

#### **MiraCosta Community College District**

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Adoption History: 7/7/09, 1/23/20, 6/17/21  
 Periodic Review: 10/26/16  
 References: Education Code §§87408; 87408.6; 88021  
 CCLC Update: #27, 10/15  
 Steering: VPHR

## Introduction

The Mira Costa Community College District is committed to providing a safe and healthy environment.

MiraCosta College will cooperate with local health officials by taking any measures necessary for the prevention and control of diseases in employees.

MiraCosta College will comply with any immunization program recommended or required by the California Department of Public Health (CDPH).

Student Health Services medical team shall function as a liaison to the appropriate local public health authority when communicable disease issues involve the district, including the reporting of communicable disease measures to appropriate district departments.

## Tuberculosis Risk Assessment

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

For successful applicants for academic positions:

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

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

<b>Subject:</b> Board Policy 7600 – College Police Department	<b>Attachment:</b> Board Policy 7600 – College Police Department
<b>Category:</b> Board Policies – First Read	<b>Type of Board Consideration:</b> ✓ Information                  Consent                  Action
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> ✓                  ✓                  ✓                  ✓ Goal 1                  Goal 2                  Goal 3                  Goal 4
	<b>Approved for Consideration:</b>  _____ Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

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

**STATUS**

Edits to Board Policy 7600 – College Police Department have been completed and approved by College Council. The policy is now presented for first read by the board of trustees.

Administrative Procedure 7600 is provided for your reference only.

**RECOMMENDATION**

For information only.

The Board of Trustees has established the MiraCosta College Police under the supervision of a Chief of Police, who shall report directly to the Vice President of Administrative Services. The purpose of the department is to enforce the law on or near the campuses, centers, and other grounds or properties owned, operated, controlled, or administered by the district or by the state acting on behalf of the district.

District police officers shall be employed as members of the classified staff, but shall, when duly sworn, be peace officers as defined by law. Prior to employment, they shall satisfy the training requirements set out in Government Code §1031 and Penal Code §§830.32 (a), et seq.

The superintendent/president shall establish minimum qualifications of employment for the Chief of Police, including, but not limited to, prior employment as a peace officer or completion of a peace-officer-training course approved by the Commission on Peace Officers' Standards and Training (POST).

The superintendent/president shall ensure that every member of the College Police first employed by the district before July 1, 1999, satisfies the requirements of state law regarding qualifications for continued employment.

Every member of the College Police shall be issued a suitable identification card and badge bearing the words "MiraCosta College Police."

The superintendent/president, in cooperation with the Chief of Police, shall issue such other regulations as may be necessary for the administration of the College Police. Sworn police officers and dispatchers of the College Police shall comply with all POST requirements.

### Use of Military Equipment

The Chief of Police shall obtain approval from the Board of Trustees to adopt a military equipment use policy prior to purchasing, raising funds for, or acquiring military equipment. The superintendent/president shall submit the proposed military equipment policy to the Board of Trustees and make those documents available on the police department website at least 30 days prior to any public hearing concerning the military equipment at issue. The Board of Trustees shall consider the proposed military equipment policy as an agenda item for an open session meeting in accordance with the Brown Act.

### Use of Force

The Board directs the Chief(s) of Police to establish operational guidelines regarding reasonable use of force for District police officers. The Board expects every District police officer to carry out their duties, including the use of force, in a fair and unbiased manner and to use reasonable force in any situation and make decisions in a professional, impartial, and reasonable manner and to use of de-escalation techniques whenever possible.

**Report Regarding Complaints**

The Chief(s) of Police shall regularly provide the Board with a report regarding complaints against the police department and police officers. This report must disaggregate the complainants by race, gender, religion, or any other characteristic identified by the Board.

See Administrative Procedures 7600.

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Adoption History: 11/3/09, 5/20/21  
Periodic Review: 7/7/15, 3/16/16  
References: Education Code §§72330 et seq.  
Government Code §§3300 et seq.  
[Government Code §§3300 7070](#)  
CCLC Update: #16, 4/09, #28, 4/16, #36, 4/20  
Steering: VPAS

Human Resources is delegated the responsibility to establish minimum qualifications of employment for the College Chief of College Police, including but not limited to, the conditions contained in Board Policy 7600.

Every member of the College Police first employed by the district before July 1, 1999, must, in order to retain their employment, meet the requirements of Education Code §72330.2, including but not limited to:

- A. Submission of one copy of their fingerprints, which shall be forwarded to the Federal Bureau of Investigation.
- B. A determination that the employee is not a person prohibited from employment by a California community college district.
- C. If the employee is required to carry a firearm, is not a person prohibited from possessing a firearm.

Every member of the College Police shall be supplied with, and authorized to wear, a badge bearing words "MiraCosta College Police." Every member of the college police shall be issued a suitable identification card.

Salaries for College Police shall be established after appropriate negotiations with their exclusive representative. If no such unit is established, salaries shall be recommended by the Classified Senate and Classified Administrators.

The district, in cooperation with the Chief of College Police, shall issue such other regulations as may be necessary for the administration of the College Police, including:

- A. Schedules and shifts.
- B. Hiring procedures in compliance of Peace Officers' Standards and Training (POST) standards.
- C. Call-back procedures.

**MiraCosta Community College District**

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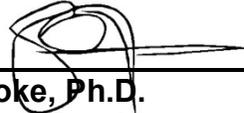
Effective Date: 11/3/09, 2/19/16, 5/6/21  
 Periodic Review: 7/7/15, 3/10/22  
 References: Education Code §72330  
 Government Code §§3300 et seq.  
 Penal Code §830.32 (a)  
 CCLC Update: #28, 4/16; #32, 4/20; #38, 4/21  
 Steering: VPAS / N/A

- D. Weapons practices and weapons retention.
- E. Use of vehicles.
- F. Pursuit practices.
- G. Use of Force procedures.
- H. Discipline procedures.
- I. Training
- J. Department of Justice, California Law Enforcement Telecommunications System (CLETS) Training. Complete CLETS use and training information can be found in the MiraCosta College Police Procedures Manual.

### **MOU/Clery**

The College Police shall maintain Memoranda of Understanding with appropriate local law enforcement agencies in accordance with the requirements of Education Code §67381 and the federal Clery Act. The agreement shall address, but not be limited to, the following:

- A. Operational responsibilities for investigations of the following violent crimes:
  1. Criminal homicide: murder and non-negligent manslaughter, manslaughter by negligence
  2. Sex offenses: rape, fondling, incest, statutory rape
  3. Robbery
  4. Aggravated assault
  5. Burglary
  6. Motor vehicle theft
  7. Arson
  8. Arrests and referrals for disciplinary action for liquor law violations, drug law violations, and
  9. weapons law violations
  10. Hate crimes for all of the above crimes and crimes of larceny-theft, simple assault, intimidation, vandalism/damage/destruction of property, motivated by a bias from one of the bias categories;
  11. Dating violence, domestic violence, and stalking
- B. Geographical boundaries of the operational responsibilities.
- C. Mutual-aid procedures.

<b>Subject:</b> Office of the President Report	<b>Attachment:</b> None
<b>Category:</b> College-Related Reports	<b>Type of Board Consideration:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span style="margin-right: 20px;">✓ Information</span> <span style="margin-right: 20px;">Consent</span> <span>Action</span> </div>
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b> <div style="display: flex; justify-content: space-around; align-items: center;"> <span>Goal 1</span> <span>Goal 2</span> <span style="margin-right: 20px;">✓ Goal 3</span> <span>✓ Goal 4</span> </div>
	<b>Approved for Consideration:</b> <div style="text-align: center; margin-top: 10px;">   <hr style="width: 100%;"/> </div> <p><b>Sunita V. Cooke, Ph.D.</b> Superintendent/President</p>

**Inclusion, Diversity, Equity, and Accessibility (IDEA)**

IDEA (inclusion, diversity, equity, and accessibility) continues to collaborate with departments and initiatives across the institution. The MiraCostan will now feature an “IDEA Corner” that will highlight the great work being done on behalf of our students to make MiraCosta an inclusive campus and close equity gaps. Planning continues for the development of the Social Justice and Equity Centers to feature dedicated spaces for LGBTQIA+, undocumented, Latinx/e and Chicanx/e, Black or African American students, in addition to dedicated spaces for the Mana and Transitions Scholars program in collaboration with Student Life and Leadership. While the Centers are not scheduled to open until 2026, work is taking place now to design the centers and ensure there is student voice in how the centers develop.

For the first time in the college’s history, the Intersex Inclusive Progress Pride Flag was raised at all three campuses in the district in recognition of June as Pride month and in the spirit of the college’s commitment to serving our LGBTQIA+ community. Specialist Fran Bautista helped to organize events at each campus with Dean Nick Mortaloni serving as a keynote speaker.

Thanks to the hard work of a group made up of faculty and administrators, MiraCosta College was selected to receive the Culturally Responsive Pedagogy and Practices grant as part of the Chancellor’s Office’s commitment to IDEA. Dr. Wendy Stewart will serve as the project director for this three-year grant, including opportunities for professional development, data coaching, and faculty pedagogical spaces. Additionally, Dr. Stewart is assisting with the implementation of the Equal Employment Opportunity grant, also awarded to MiraCosta, to advance our goals around developing leadership training and onboarding. MiraCosta continues to engage in ongoing dialogue and training around building futures thinking. IDEA departments and programs will engage in summer training to build scenarios around future equity work. Dr. Stewart was recently appointed to the Commission on Diversity, Equity and Inclusion for the American Association of Community Colleges.

## Student Equity

The Social Justice and Equity Center (SJEC) was nominated for the statewide Academic Senate for California Community Colleges 2023 Exemplary Program Award. The interim Student Services Coordinator for Student Equity, Omar Jimenez, was elected the new Classified Senate President. The SJEC assisted in coordinating the United Black Student Conference in collaboration with the Black Student Union, welcomed 50 high school students from Oceanside High School and El Camino High School, and delivered empowering workshops led by Black faculty, staff, and student leaders.

The GEAR UP for College Summer Program, a collaboration between the GEAR UP grant and the Student Equity department, celebrated its eighth year, providing OUSD high school students with the opportunity to complete a 3.0 unit transferable college course through a 4-week intensive program with embedded academic support. One hundred students are enrolled in either a sociology or communication studies class. Over 550 students have completed coursework through the program, with an average pass rate of 97 percent across cohorts.

Kristina Lundy began her role as a Classified Administrator through a reclassification of the Program Manager position on July 1. Her new role will include oversight of the Social Justice and Equity Centers. Director Lundy was selected as the Classified Senate Outstanding Employee Award recipient prior to the reclassification.

## Academic Success and Equity (ASE) Programs

This past semester, multiple programs hosted end-of-the-year events celebrating participants, graduates, and those transferring to four-year institutions. Several ASE students received scholarships and recognitions including Hayat Sherif (Umoja) who received the prestigious Jack Kent Cook scholarship, Gabriel Bartoli (FYF), Alex Beltran (Puente), and Lou Pineda (Puente), who were recipients of MiraCosta College's Medals of Academic Merit. Raul Ragudo Jr. (Mana, Transitions Scholar) was selected as the 2022/23 district commencement speaker, and Kenneth Pico (Puente) was selected as the student trustee. Marilyn Navarro Sanchez (Puente) was one of the students featured in The MiraCostan.

## LGBTQIA+ SPHERE

The name of the newest ASE academic learning community was selected with the participation of administrators, faculty, classified staff, and, most importantly, students. The now named SPHERE program (Students' Pride in Honoring our Existence through Resistance and Empowerment) offered its first dedicated counseling class this summer, taught through a LGBTQIA+ lens. The class covered topics such as self and community care, resources available on campus, the transfer experience, and career-related support services. Additionally, students had the opportunity to go to CSUSM and learn more about resources, including affinity centers, LGBTQIA+ resources, and other resources available to transfer students.

## Undocumented People Rise in Solidarity and Empowerment (UPRISE)

UPRISE had a very successful spring semester and hosted a variety of events, including the first-ever Small Business Mercado in community with the Encuentros and Adelante conference. Five UPRISE student interns collaborated with the Career Center to complete projects in various departments/locations including Biotechnology, Horticulture, the Community Learning Center, and the Social Justice and Equity Center.

UPRISE hosted an inaugural end-of-the-year celebration for undocumented and mixed-status students titled the Monarch Celebration. Through generous donations, UPRISE was able to provide fifty-one emergency grants to support the needs of undocumented or mixed-status students ineligible for federal funding support.

Specialist Brayan Astorga was chosen from a competitive pool of applicants to participate in the Cultural Leadership Fellowship program in Mexico in February 2024.

### Transitions Scholars

Transitions Scholars hosted the inaugural Second Chance History and Heritage Month in April, which included a Mass Incarceration Talk, a Resource Fair, a Spring Gala, and a writing and art event at the Oceanside Museum of Arts in collaboration with Oceanside's Asian and Pacific Islander Festival.

Students enrolled in Tyrone Nagai's English 100 class wrote personal narratives for their final assignment that were compiled into a self-published book titled: *From the Streets to the Seats*. Students worked with a media arts and technology student intern and Professor Min Choi, who helped them name and design the book.

### Mana

Students attended and presented at the annual Association for Social Anthropology in Oceania (ASAO) conference. They presented on their experiences in the program and the impact of the culturally relevant pedagogy and practices on their success.

### Umoja

Dr. Chanika Marsh was hired as the interim Umoja Counselor/Coordinator while permanent Coordinator Don Love serves as Chair of Counseling. Dr. Marsh joins the program with years of direct Umoja experience in the region.

A pilot English 100 course focused on African American literature will be offered in the fall semester, taught by JahB Prescott. The course continues the ASE tradition of offering culturally relevant courses to program participants to increase course completion for disproportionately impacted students.

### RAFFY

The EOPS program secured a NextUp Grant from the Chancellor's Office, creating the opportunity to utilize current Student Equity and Achievement fund funding to hire a temporary full-time student services specialist dedicated to supporting former foster youth.

### PUENTE

The program hosted several programs and events, including the Northern California University excursion, which took 26 PUENTISTAS to a series of public and private four-year universities. Beginning summer 2023, Ariana Solis will serve as the Counseling co-coordinator for the program alongside Dr. Violeta Sanchez, who will continue to serve as the instructional co-coordinator.

## **Office of Institutional Advancement (IA)**

### Government Relations

We are thrilled to announce that our outreach efforts to MiraCosta College's state representatives have resulted in a positive outcome. The Joint Legislative Committee (JLAC) Audit has expanded its scope to include a comprehensive examination of the Fifty Percent Law, encompassing vital aspects of community colleges' support for student success, such as basic needs, mental health, case management, counselors, and equity programs.

In another significant achievement, as the lead college for the San Diego and Imperial County Community College Association (SDICCCA), we proudly celebrated the successful passage of State Assembly Bill 91. This bill aims to enhance access to higher education for binational students living near the California-Mexico border.

### Media Relations

From February 2023 to June 2023, MiraCosta had over 1,200 media mentions and 24 press releases. All are on the [MiraCosta College news page](#).

MiraCosta College garnered significant media attention for the story "Local Twins to Graduate Together at MiraCosta College Ceremony Nearly 50 Years After Dropping Out of High School," which was pitched on May 24.

### Publications and Video Produced by the Public Information Office

- Spring [Transforming Lives](#)
- 2022 [Independent Citizens Bond Oversight Committee \(ICBOC\) Annual Report](#)
- [San Elijo Virtual Tour](#)
- [General Commencement Video Promotion](#)
- [Foundation This Changes Everything Promo](#)
- [Satoru Yamaki, Foundation Success Story](#)
- Alumni Association Commencement Video
- [Dr. Cooke Pride Month message](#)
- [Dr. Cooke Commencement message](#)
- [Supply Chain Management Testimonial Video](#)
- Photos
  - [Spring Celebration](#)
  - [Job and Internship Fair \(event\)](#)
  - [Theatre production of She Kills Monsters](#)
  - [STREAM Festival \(event\)](#)
  - [Oceanside Jazz Festival](#)
  - [Industry Advisors event \(offsite at Omni LaCosta Resort\)](#)
  - [Frequency Vocal Jazz concert](#)
  - [Dance Break recital](#)
  - [Latino Book & Family Festival](#)
  - [Graduation Events](#) (multiple)

### Marketing and Communications

- Enrollment Marketing: The summer 2023 marketing campaign employed a diverse range of effective marketing tactics to promote the upcoming summer session. Through a strategic combination of print materials, compelling digital content, and engaging videos, the campaign captured the attention of the target audience and generated significant buzz.

In June 2023, promotions for the upcoming fall 2023 semester began. Enrollment marketing strategies include a comprehensive array of digital assets to effectively reach and engage prospective students. Leveraging the power of social media platforms, captivating videos, targeted text messaging, and dynamic radio advertisements, the

campaign aims to create a strong presence and generate enthusiasm among potential students.

Other marketing tactics include bus ads, pole banners at Carlsbad Outlet, electronic mail, and various print communications including postcards sent to targeted areas in North County San Diego.

- In a strong show of support for June Pride Month, the Public Information Office collaborated with Student Services to make a significant impact on campus. A vibrant billboard adorned with the empowering message, "[Spread the Love](#)," was strategically positioned in a high-traffic area, capturing the attention of students, faculty, and visitors alike. This powerful visual symbol aimed to foster a welcoming and inclusive atmosphere, celebrating diversity and promoting acceptance within the campus community. Through this collaboration, the Public Information Office and Student Services demonstrated their commitment to creating an environment where everyone feels valued and respected.

### Alumni Relations

As of June 2023, the MiraCosta Alumni Association has 1,706 active members. Fiscal year 2022/23 goals included increased engagement through events and communication. Activities in the second half of this fiscal year included the following.

- Event: The MiraCosta Alumni Association held its first-ever Theatre Alumnight, which took place on Saturday, March 18. The evening centered around the enchanting world of The Addams Family musical, making it an unforgettable experience for all who attended including sixty exceptional alumni.

A reception was held before the show where attendees were able to connect with friends and faculty. To make the evening even more extraordinary, we had the privilege of welcoming a true icon of the Addams Family franchise. Christopher "Thing" Hart, the accomplished actor, and magician renowned for his portrayal of Thing in The Addams Family movie series, graced us with his presence. During an engaging Q&A session, Mr. Hart regaled us with captivating stories from his illustrious career and provided unique insights into his enchanting portrayal of the beloved character. His presence added an extra layer of magic and excitement to an already enchanting evening.

- Highlights: The MiraCosta Alumni Association proudly joined the 88th Commencement on Friday, May 26, extending a warm welcome to over 500 MiraCosta alumni who celebrated this significant milestone. This remarkable occasion also marked the debut of the exclusive MiraCosta Alumni Association stoles, symbolizing the strong bond between the graduates and their alma mater.

Satoru Yamaki, a remarkable alumnus of MiraCosta College, whose accomplishments have garnered well-deserved recognition graced the pages of two prestigious college publications, including the renowned Transforming Lives magazine and the widely-read digital newsletter, MiraCosta Spotlight. Satoru's unwavering dedication and exceptional achievements have made him a trailblazer within the MiraCosta College and Oceanside community. His compelling narrative, [showcased through a full-length video feature](#), captivated audiences across all of the college's digital platforms. As the first alumnus to

receive such a prominent spotlight, Satoru's tale of triumph serves as an inspiration to current and future MiraCosta students.

For the second consecutive year, the MiraCosta Alumni Association collaborated with the San Diego County Fair to offer registered alumni members an exciting opportunity. Through the "Fair for All" ticket donation program, over 60 pairs of tickets were generously provided to our valued alumni, enabling them to enjoy the fair's vibrant experiences and festivities free of charge.

- MiraCosta Alumni Association Endowed Scholarship: The MiraCosta Alumni Association proudly granted its inaugural scholarship to Ricky Alvarado, recognizing and supporting his academic journey as he transitions from MiraCosta College to San Diego State University. Ricky, an aspiring scholar in LGBTQ+ Studies, is dedicated to pursuing a bachelor's degree and harbors aspirations of obtaining a master's degree in Marriage and Family Therapy. The Association stands by Ricky in his endeavors, empowering him to achieve his educational goals and make a positive impact in his field.

### Foundation Board and Staff Leadership

- Board: The foundation added one new board member in Spring 2023: Hema Crockett. Board Member Matthew Adams ended his service on June 30, 2023.
- Staff: As of July 2023, the Foundation has 4 permanent staff members
  - In January 2023, Elizabeth Lurenana was hired at .6 FTE, and then the board approved her to increase to .8 FTE for FY 2023/24. This salary is funded through the Foundation.
  - In February 2023, Brian Astredo accepted the position of development officer, leaving the Foundation specialist position vacant.
  - The search for the development specialist position (replacing the Foundation specialist position which is funded by the Foundation) launched in June 2023 and is scheduled to be hired in September 2023.
    - When hired, there will be 5 permanent staff members with a total of 4.8 FTE.
    - The final position of grants specialist will open next fiscal year.

### Fundraising Success

In the second six months of the fiscal year (1/1/23 - 6/30/23), \$815,988 in contributions were received, which includes \$260,745 in private grants and is ahead of the goal. **This brings our 2022/23 fiscal year total fundraising revenue to \$1,526,758 as of June 30, 2023 - exceeding our budget goal and nearly reaching our 'stretch' goal of \$1.6M.**

The foundation is preparing to deal with the partial loss of a significant pledge. Follet Corporation had pledged \$1 million over a 10-year period and due to the shifting bookstore environment will only be able to fulfill half of that donation.

In summer and fall 2023, the foundation will be promoting [three critical areas of need](#).

1. Annual Fund

The Annual Fund supports student and program needs across campus, including scholarships and campus programs.

## 2. Student Emergency Giving Campaign

The Emergency Giving Campaign supports students who experience sudden, unexpected financial hardship. Support is a customized combination of emergency aid for food, shelter, healthcare or transportation support as determined on a student-by-student basis.

## 3. Endowment Matching Fund Campaign

Through the Title V grant, every dollar gifted to the MiraCosta College Endowment Fund will be matched up to \$120,000 per year for five years. Donations of any size up to \$120,000 per year will be matched: \$1 investment becomes \$2 with the matching funds, or an investment of \$120,000 becomes \$240,000.

MiraCosta College and MiraCosta College Foundation will participate in San Diego Gives, a local giving initiative, which culminates in a Day of Giving on Thursday, September 7 and Day of Service on Friday, September 8. Our goal is to raise a minimum of \$10,000 for our Student Emergency Giving Campaign.

<https://www.sandiegogives.org/organization/Mira-Costa-College-Foundation>

## Student Support

The Foundation/Development supported **468 students with a total of \$327,096** in financial assistance in the second six months of this fiscal year, bringing the fiscal year total to 1,023 students and \$705,369 in assistance.

- Student Scholarships: Awarded \$180,900 in student scholarships in Q3 and Q4
- Direct Student Aid: Awarded \$146,096 in direct student aid to support students with fees, transportation costs, food, and other essentials in Q3 and Q4.

The foundation awarded a total of \$33,890 in grants for 10 projects, through two grantmaking cycles, the Innovation Grant cycle for FY22-23 and the Hatoff Tapestries Grant.

- Innovation Grants: The MiraCosta College Foundation's Scholarship and Innovation Grants Committee, led and chaired by Foundation Board members, announced the cycle for FY2023/24 in May of this year. The grant application opened earlier allowing faculty and staff a longer period to enter their applications.
- Hatoff Tapestries Grant: Announcements for the Hatoff Tapestries grant will be made in August.

## Events

In addition to supporting groundbreaking, alumni, and campus events, the Office of Advancement team led successful events in the second half of this fiscal year.

- See Alumni Events above
- Donor Appreciation Event (3/17/2023)
  - Approximately 50 donors attended our donor appreciation event prior to the orchestra concert. This was a casual event for donors to connect with one another, staff, board members, and administrators. Attendees received a complimentary ticket to the concert.

- Bench Dedication (6/24/2023)
  - The family of Joseph Sasway sponsored a bench in his honor in front of the theatre. The bench was dedicated with family, friends and past faculty and staff present on 6/24/2023.

### LIFE (Learning is for Everyone)

Two LIFE groups have been welcomed on campus with the goals of supporting students through fundraising (Oceanside) and bringing foot traffic to campus (San Elijo). In June, a LIFE group member made a \$25,000 donation to support scholarships.

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

During the spring semester, RPIE has completed many projects to support Strong Workforce Program (SWP) and Career Education (CE) efforts: conducted focus groups of Latinx and adult CTE students that stopped out; created a Strong Workforce-Work Based Learning events survey; compiled the Industry Advisory Board Survey results; and delivered MiraCosta College data for the SDICCCA-Lightcast Economic Impact study. The Office also helped to provide data and information for various compliance and general reporting requirements. For example, the Office verified the headcount for Perkins funding, provided data for the Biomanufacturing NSF grant proposal, completed IPEDS data submissions, completed a data request from the CDE for noncredit ESL and Workforce Training enrollments, and submitted data for the Annual Survey of Colleges and Peterson's Guide to Colleges.

The team continues to support student retention and enrollment management efforts for both credit and noncredit programs, providing student contact lists, dashboard updates, and analyses to practitioners. The RPIE office also created Dashboards and analyses for the Class Scheduling Survey that was administered to students in December 2022. The team completed multiple reports for the Writing Center and Supplemental Instruction Program during the semester and created a new dashboard for the Title V team to monitor progress on meeting their grant objectives.

In support of the continuing work on improving transfer-level English and math course completion, RPIE created a new dashboard that tracks placement, first course success rates, and throughputs rates over time (demonstrated to the Board in the June workshop). The team also updated the Guided Pathways Dashboard and created a new dashboard that tracks the pathways cohorts over time (Sankey or "spaghetti" charts). RPIE continues to provide support for the College's efforts around student learning outcomes, providing technical support for faculty in inputting CSLO assessment results into Anthology (SLO software), analyzing core competency assessments, and adding course student learning outcomes results to the new CSLO dashboard.