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

**MINUTES OF REGULAR MEETING** **JUNE 24, 2015**
*(Approved July 15, 2015)*

## I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in a regular meeting on Wednesday, June 24, 2015, in the John MacDonald Board Room on the Oceanside Campus. President Jeanne Shannon called the meeting to order at 3:10 p.m.

## II. ADMINISTER OATH OF OFFICE

Naweed Tahmas, 2015/16 student trustee, and Brayan Astorga, 2015/16 ASG president, were sworn into office by Vice President Charlie Ng.

## III. FLAG SALUTE / ROLL CALL

Board members present:

| | |
|---|---|
| David Broad (absent) | Frank Merchat |
| Rick Cassar | Jeanne Shannon |
| William Fischer | Jacqueline Simon |
| George McNeil | Naweed Tahmas, Student Trustee |

Administrators present:
Sunita V. Cooke, Superintendent/President (absent)
Mary Benard, Vice President, Instructional Services (absent)
Charlie Ng, Vice President, Business and Administrative Services
Dick Robertson, Vice President, Student Services (absent)

## IV. APPROVE MEETING MINUTES

**A. Special Meeting of May 20, 2015**
**B. Regular Meeting of May 20, 2015**

By motion of Trustee McNeil, seconded by Trustee Fischer, the minutes of the special meeting of May 20, 2015, and the regular meeting of May 20, 2015, were approved.

| | |
|---|---|
| Vote: | 6/0/1 |
| Aye: | Cassar, Fischer, McNeil, Merchat, Shannon, Simon |
| Absent: | Broad |
| Student Trustee: | Aye |

## V. PUBLIC COMMENTS ON ITEMS ON AND NOT ON THE AGENDA

None.

## VI. CHANGES IN AGENDA ORDER

None.

## VII. PRESENTATIONS

### A. MiraCosta College 2015/16 Accreditation Report

Dean Robert Pacheco provided an update on the three accreditation reports the district will be completing in 2015/16–the substantive change proposal to offer a bachelor's degree, the Adult High School midterm report, and the self-evaluation report for the fall 2016 reaffirmation of accreditation. The timelines and work plans for the accreditation projects were reviewed, as well as the board's role in each process.

## VIII. CONSENT ITEMS

**A. Ratify Recommendations of Superintendent/President in Approving Academic Personnel Actions**

**B. Ratify Recommendations of Superintendent/President in Approving Classified Personnel Actions**

**C. Ratify Collective Bargaining Agreement between the MiraCosta Community College District and the MiraCosta College Academic Associate Faculty CCA/CTA/NEA for the Three-Year Period Commencing July 1, 2015**

**D. Authorize Execution of Individual Employment Contracts for MiraCosta Community College District Academic Administrators Association Members**

**E. Approve Salary Schedule Increase for Academic Administrators**

**F. Authorize Administrator Employment Contracts for Vice Presidents**

**G. Approve Salary Schedule Increase for Vice Presidents**

**H. Ratify Contracts and Approve Purchase Orders – May 1 through May 31, 2015**

**I. Adopt Annual Resolutions Authorizing Designated Agents**

1. **Resolution No. 16–14/15 – Designating Authorizing Agent to Receive Mail and Pick Up Warrants at the San Diego County Office of Education**
2. **Resolution No. 17–14/15 – Authorizing Agents to Sign Payroll Payment Orders**
3. **Resolution No. 18–14/154 – Authorizing the County Office of Education Credentials Department to Release Credential Held Warrants to Employees**
4. **Resolution No. 19–14/15 – Authorizing Agents to Sign School Orders (Commercial Warrants)**
5. **Resolution No. 22–14/15 – Authorizing Representative to Joint Powers Authority**
6. **Resolution No. 23–14/15 – Authorizing Representative to Fringe Benefits Consortium**

**J. Adopt Resolution No. 21-14/15, Establish the District Appropriations (Gann) Limit for Fiscal Year 2015/16**

**K. Approve Load Factor for DRAM270**

**L. Approve Purchase of KI Learn2 Strive Chair Desks for Classroom Modernization Multi-year Project**

**M. Adopt Resolution No. 20-14/15 – Education Protection Account**

**N. Approve Renewal of Network Hardware and Software Maintenance and Support Agreements with Trace3**

**O. Approve $700,000 Blanket Purchase Order for Homeland Security Training Programs**

**P. Approve Purchase Order with Community College Library Consortium**

**Q. Approve Spring 2015 Adult High School Graduates**

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

| | |
|---|---|
| Vote: | 6/0/1 |
| Aye: | Cassar, Fischer, McNeil, Merchat, Shannon, Simon |
| Absent: | Broad |
| Student Trustee: | Aye |

## IX. ACTION ITEMS

### A. Approve Memorandum of Understanding between MiraCosta Community College District and San Dieguito Union High School District for Assembly Bill 86 Pilot Adult High School Classes for Fall 2015

By motion of Trustee McNeil, seconded by Trustee Fischer, the memorandum of understanding between MiraCosta Community College District and San Dieguito Union High School District for Assembly Bill 86 Pilot adult high school classes for fall 2015 was approved.

| | |
|---|---|
| Vote: | 6/0/1 |
| Aye: | Cassar, Fischer, McNeil, Merchat, Shannon, Simon |
| Absent: | Broad |
| Student Trustee: | Aye |

### B. Approve Revised Memorandum of Understanding between the MiraCosta Community College District and the MiraCosta College Foundation

By motion of Trustee McNeil, seconded by Trustee Merchat, the revised memorandum of understanding between the MiraCosta Community College District and the MiraCosta College Foundation was approved.

| | |
|---|---|
| Vote: | 6/0/1 |
| Aye: | Cassar, Fischer, McNeil, Merchat, Shannon, Simon |
| Absent: | Broad |
| Student Trustee: | Aye |

### C. Approve FY16 Tentative Budget

By motion of Trustee McNeil, seconded by Trustee Cassar, the FY16 tentative budget was approved.

| | |
|---|---|
| Vote: | 6/0/1 |
| Aye: | Cassar, Fischer, McNeil, Merchat, Shannon, Simon |
| Absent: | Broad |
| Student Trustee: | Aye |

### D. Approve 2017–2021 Five-Year Construction Plan and Initial Project Proposal

By motion of Trustee McNeil, seconded by Trustee Fischer, the 2017–2021 Five-Year Construction Plan and initial project proposal were approved.

| | |
|---|---|
| Vote: | 6/0/1 |
| Aye: | Cassar, Fischer, McNeil, Merchat, Shannon, Simon |
| Absent: | Broad |
| Student Trustee: | Aye |

### E. Rescind Old Board Policies

By motion of Trustee Fischer, seconded by Trustee McNeil, the following old board policies were rescinded:

BP IV.D–Employer-Employee Relations
BP IV.F–Travel
BP IV.G–Code of Ethics
BP IV.H–Acceptable Use of District Data and Information Systems
BP V.A–Faculty Employment Classifications
BP V.B–Selection'/Appointment/Assignment
BP V.C–Compensation
BP V.D–Administrative Employees
BP V.E–Absences and Leaves
BP V.F–Professional Growth/Evaluation/Tenure
BP V.G–Academic Senate
BP V.H–Termination of Employment
BP VI.A–Classified Employment Status
BP VI.B–Selection/Appointment/Assignment
BP VI.C–Classification and Compensation
BP VI.D–Classified Administrators
BP VI.E–Absences, Leaves, Holidays, and Vacations
BP VI.F–Professional Growth and Assessment
BP VI.G–Classified Senate
BP VI.I–Other
BP VII.A–Instructional Programs and Services
BP VII.D–Instructional Services Academic Freedom
BP VIII.A–Admission to the College
BP VIII.B–Matriculation
BP VIII.C–Student Activities and Student Government
BP VIII.D–Student Fees
BP VIII.E–Rights and Responsibility of Students and Staff Members

Vote: 6/0/1
Aye: Cassar, Fischer, McNeil, Merchat, Shannon, Simon
Absent: Broad
Student Trustee: Aye

**F. Approve Renewal of Superintendent/President Contract**

By motion of Trustee Fischer, seconded by Trustee Simon, the contract of Superintendent/President Sunny Cooke was renewed for a four-year term beginning July 1, 2015, through June 30, 2019.

Vote: 6/0/1
Aye: Cassar, Fischer, McNeil, Merchat, Shannon, Simon
Absent: Broad
Student Trustee: Aye

## X. SECOND READING AND ADOPTION – BOARD POLICIES

**A. Board Policy 3420 – Equal Employment Opportunity**

By motion of Trustee McNeil, seconded by Trustee Fischer, the board adopted Board Policy 3420.

Vote: 6/0/1
Aye: Cassar, Fischer, McNeil, Merchat, Shannon, Simon
Absent: Broad
Student Trustee: Aye

**B. Board Policy 3710 – Security of Copyright**
Following discussion, adoption of Board Policy 3710 will be considered at a future meeting. The board requested Administrative Procedure 3410 be provided for reference.

**C. Board Policy 4230 – Grading and Academic Record Symbols**
Following discussion, adoption of Board Policy 4230 will be considered at a future meeting. The board requested Administrative Procedure 4230 for reference.

## XI. FIRST READING – BOARD POLICIES

**A. Board Policy 5010 – Admission and Concurrent Enrollment**
**B. Board Policy 5015 – Residence Determination**
**C. Board Policy 5020 – Nonresident Tuition**
The policies were accepted for a first reading and will be presented for adoption at a future meeting.

## XII. COLLEGE-RELATED REPORTS

**A. Trustees Activities**
Trustees Cassar and McNeil attended a La Colonia Eden Gardens event in Solana Beach. Trustees McNeil and Broad attended a small business awards ceremony in San Diego. Trustee Merchat was given a facilities tour of the Technology Career Institute and the Oceanside Campus by Facilities Director Tom Macias.

**B. Students**
Naweed Tahmas was welcomed as the 2015/16 student trustee. The Yoga Club is working to create a meditation space on campus. Efforts are under way to strengthen support for athletics programs. Naweed and Trustee McNeil will be participating in the upcoming Independence Day parade, and he will attend the upcoming Samoan cultural celebration. The Summer Bridge Program is well under way for this year.

**C. Classified Employees**
A written report was included in the agenda. Gwen Partlow noted that a Classified Senate Council retreat was held recently.

**D. Faculty**
A written report was included in the agenda.

**E. Vice Presidents**

**1. Instructional Services**
A written report was included in the agenda. Dean Al Taccone attended for Vice President Mary Benard, who was attending an Achieving the Dream conference.

**2. Student Services**
A written report was included in the agenda. Interim Assistant Dean Cynthia Rice-Carroll attended for Vice President Dick Robertson, who was attending an Achieving the Dream conference. Trustee McNeil noted two pairs from the sand volleyball team progressed to state competitions. The trustees noted the success of the Bridge to Success math program, which is led by instructor Leila Safaralian.

**3. Business and Administrative Services**
A written report was included in the agenda.

**4. Office of the President**
A written report was included in the agenda. Summer enrollment is up by 4.5 percent. The Public Information Office was commended on its work to recruit students.

**5. Superintendent/President**
Vice President Charlie Ng assisted at this meeting as Superintendent/President Cooke was attending the Achieving the Dream conference.

## XIII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
None.

## XIV. ADJOURNMENT
The regular meeting adjourned at 4:22 p.m.

**MINUTES APPROVAL:**

Jeanne Shannon
Board President

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

MiraCosta Community College District

**RESOLUTION # 16-14/15**

**RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION**

MiraCosta Community College School District, San Diego County ON MOTION

OF member McNeil, seconded by member Cassar

effective July 1, 2015 through June 30, 2016.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (***one person only***) to receive mail from the Accounting/Payroll Sections is Sunita V. Cooke.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:

   Charlie Ng, Katie White, Sheri Wright, Sandra Muryasz, Carolyn Sneary, Kathy Lewis or person designated by MCCCD.

3. | | mail | hold | consortium | |
|---|---|---|---|---|---|
| Check one | ☐ | ☐ | ☑ | Monthly payroll warrants each and every month. |
| Check one | ☐ | ☐ | ☑ | Daily/Hourly payroll warrants each and every month. |

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on June 24, 2015 (date) by the following vote:

AYES: 6 MEMBERS Cassar, Fischer, McNeil, Merchat, Shannon, Simon

NOES: — MEMBERS

ABSENT: 1 MEMBERS

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO ) SS

I, Sunita V. Cooke, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable: (Rubber Stamp)

San Diego County Office of Education

Resolution 1

MiraCosta Community College District

**RESOLUTION #** 17-14/15

**PAYMENT ORDER RESOLUTION**

MiraCosta Community College School District, San Diego County ON MOTION OF member McNeil, seconded by member Cassar effective July 1, 2015 through June 30, 2016.

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title I of the Government Code (**all districts**), the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

Sunita V. Cooke, Charlie Ng or Katie White.

IT IS FURTHER RESOLVED AND ORDERED that, in accordance with the payroll procedure provided in Education Code Section 45310 (**merit system districts only**), no warrant shall be drawn by or on behalf of the governing board of this district for the payment of any salary or wage to any employee in the classified service unless the assignment bears the certification of the following person:

N/A, Personnel Director

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on June 24, 2015 (date) by the following vote:

AYES: 6 MEMBERS Cassar, Fischer, McNeil, Merchat, Shannon, Simon

NOES: — MEMBERS

ABSENT: 1 MEMBERS

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO ) SS

I, Sunita V. Cooke, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:
(Rubber Stamp) Gov Code Sec. 5501

MiraCosta Community College District

**RESOLUTION # 18-14/15**

**RESOLUTION AUTHORIZING THE COUNTY OFFICE OF EDUCATION CREDENTIALS DEPARTMENT TO RELEASE CREDENTIAL HELD WARRANTS TO EMPLOYEES**

MiraCosta Community College School District, San Diego County ON MOTION OF member McNeil, seconded by member Cassar effective July 1, 2015 through June 30, 2016.

IT IS RESOLVED AND ORDERED that, The County Office of Education Credentials Department is authorized to release credentials held warrants to employees who have provided the required credential paper work.

PASSED AND ADOPTED by said Governing Board on June 24, 2015 (date) by the following vote:

AYES: 6 MEMBERS Cassar, Fischer, McNeil, Merchat, Shannon, Simon

NOES: — MEMBERS

ABSENT: 1 MEMBERS Broad

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO ) SS

I, Sunita V. Cooke, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

MiraCosta Community College District

**RESOLUTION # 19-14/15**

**RESOLUTION DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS (COMMERCIAL WARRANTS)**

MiraCosta Community College School District, San Diego County ON MOTION OF member McNeil, seconded by member Cassar effective July 1, 2015 through June 30, 2016.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section 42632 or 85232, Sunita V. Cooke, Charlie Ng or Katie White be and is hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on June 24, 2015 (date) by the following vote:

AYES: 6 MEMBERS Cassar, Fischer, McNeil, Merchat, Shannon, Simon

NOES: — MEMBERS —

ABSENT: 1 MEMBERS Broad

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO ) SS

I, Sunita V. Cooke, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable: (Rubber Stamp)

Katie White

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

**RESOLUTION 20–14/15**
**EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30 of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools, and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor, or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet Website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts, and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts, and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Board of Trustees of the MiraCosta Community College District;

2. In compliance with Article XIII, §36(e), with the California Constitution, the Board of Trustees of the MiraCosta Community College District has determined to spend the monies received from the Education Protection Act as attached.

Upon motion by Trustee McNeil, seconded by Trustee Cassar, the foregoing resolution was adopted at a regular meeting held on June 24, 2015 by the following vote:

AYES: Cassar, Fischer, McNeil, Merchat, Shannon, Simon
NOES: —
ABSENT: Broad
ABSTAIN: —

Jeanne Shannon
President, Board of Trustees

**CERTIFICATION**

I, Sunita V. Cooke, Secretary of the Board of Trustees of the MiraCosta Community College District, certify that the foregoing resolution was regularly introduced, passed, and adopted by the Board of Trustees at its meeting held on June 24, 2015.

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

# MIRACOSTA COMMUNITY COLLEGE DISTRICT
# RESOLUTION NO. 20–14/15 – EDUCATION PROTECTION ACCOUNT

**CALIFORNIA COMMUNITY COLLEGES**
**Annual Financial and Budget Report**

**SUPPLEMENTAL DATA**

Schools and Local Public Safety Protection Act

Prop 30 EPA Expenditure Report

For Actual Year: 2014-2015

District ID: 54 Name: MiraCosta Community College

| Classification | | Account Code | | | Unrestricted |
|---|---|---|---|---|---|
| EPA Proceeds: | | 863100 | | | 1,076,556 |

| Classification | Program Code | Salaries and Benefits (1XXXXX - 3XXXXX) | Operating Expenses (4000 - 5000) | Capital Outlay (6000) | Total |
|---|---|---|---|---|---|
| Instructional and Other Support Activities | 0100-7900 | | | 1,076,556 | |
| **Total Expenditures for EPA*** | | 0 | 0 | 1,076,556 | 1,076,556 |
| **Revenues less Expenditures** | | | | | 0 |

***Total Expenditures for EPA may not include Administrator Salaries and Benefits or other administrative costs.**

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**
**RESOLUTION NO. 21-14/15**

**Establish the District Appropriations (Gann) Limit for Fiscal Year 2015/16 as Required By Senate Bill 1352, Chapter 1205 of 1980**

On the motion of Member McNeil, seconded by Member Cassas, the following resolution is adopted:

WHEREAS, on November 6, 1979, the People of California passed Proposition 4, a constitutional amendment requiring appropriations limits for state and local government units; and

WHEREAS, Senate Bill 1352, Chapter 1205 of 1980, implements Proposition 4, and requires the Board of Trustees to establish by resolution an appropriation limit each fiscal year beginning with 1981/82; and

WHEREAS, the Board of Trustees has directed that the appropriations limit for fiscal year 2015/16 be developed in accordance with provisions of Senate Bill 1352; and

WHEREAS, the documentation used in determining the appropriations limit for fiscal year 2015/16 has been made available to the public in the Busines0s Services Office for fifteen days prior to the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees hereby establishes a fiscal year 2015/16 appropriations limit of $123,080,675.

PASSED AND ADOPTED by the Board of Trustees of the MiraCosta Community College District on this 24th day of June 2015, by the following votes:

AYES: Cassas, Fischer, McNeil, Merchat, Shannon, Simon
NOES: —
ABSENT: Broad

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

I, Sunita V. Cooke, Ph.D., Secretary to the Board of Trustees of MiraCosta Community College District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said board at a regularly called and conducted meeting held on said date.

Sunita V. Cooke, Ph.D.
Secretary, Board of Trustees
Superintendent/President

**MIRACOSTA COMMUNITY COLLEGE**
**GANN LIMIT WORKSHEET**
**2015/16**

DISTRICT NAME: **MiraCosta College District**
DATE: 05/26/15

| | | | | | |
|---|---|---|---|---|---|
| I. | **2015-16** Appropriations Limit: | | | | |
| A. | **2014-15** Appropriations Limit | | | $ | 118,861,028 |
| B. | **2015-16** Price Factor: | 1.0382 | | | |
| C. | Population factor: | | | | |
| | 1 **2013-14** Second Period Actual FTES | 10,493.00 | | | |
| | 2 **2014-15** Second Period Actual FTES | 10,466.00 | | | |
| | 3 **2015-16** Population change factor (line C.2. divided by line C.1.) | 0.9974 | | | |
| D. | **2014-15** Limit adjusted by inflation and population factors (line A multiplied by line B and line C.3.) | | | $ | 123,080,675 |
| E. | Adjustments to increase limit: | | | | |
| | 1 Transfers in of financial responsibility | | $ - | | |
| | 2 Temporary voter approved increases | | | 0 | |
| | 3 Total adjustments - increase | | | | |
| | Sub-Total | | | $ | - |
| F. | Adjustments to decrease limit: | | | | |
| | 1 Transfers out of financial responsibility | | $ - | | |
| | 2 Temporary voter approved increases | | | 0 | |
| | 3 Total adjustments - decrease | | | $ | - |
| G. | **2015-16** Appropriations Limit | | | $ | 123,080,675 |
| II. | **2015-16** Appropriations Subject to Limit: | | | | |
| A. | State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence) | | | $ | 410,371 |
| B. | State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.) | | | | 720,000 |
| C. | Local Property taxes | | | | 86,647,229 |
| D. | Estimated excess Debt Service taxes | | | | - |
| E. | Estimated Parcel taxes, Square Foot taxes, etc. | | | | - |
| F. | Interest on proceeds of taxes | | | | 80,000 |
| G. | Local appropriations from taxes for unreimbursed State, court, and federal mandates | | | (38,481) | |
| H. | **2015-16** Appropriations Subject to Limit | | | $ | 87,819,119 |

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**
**RESOLUTION NO. 22-14/15**

**DESIGNATE AUTHORIZED REPRESENTATIVE TO SAN DIEGO COUNTY SCHOOLS RISK MANAGEMENT JOINT POWERS AUTHORITY FOR WORKERS' COMPENSATION, PROPERTY AND LIABILITY OR ANY OTHER RISK OR PLAN AUTHORIZED BY LAW**

On motion of Member McNeil, seconded by Member Cassat, the following resolution is adopted:

**WHEREAS**, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law; and

**WHEREAS**, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

**WHEREAS**, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish insured and self-insurance plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law;

**WHEREAS**, the MiraCosta Community College District is a member of and has executed an Articles of Agreement to the San Diego County Schools Risk Management Joint Powers Authority (JPA) and the JPA Agreement requires that the Board of member districts designate and appoint a JPA representative.

**NOW THEREFORE BE IT RESOLVED** that Director of Risk Management Joe Mazza is designated as the authorized representative of the Board of Trustees of the MiraCosta Community College District, and Vice President of Business and Administrative Services Charlie Ng, as alternate representative, and are hereby authorized and directed to perform all items pertaining to the interest of the Board of Trustees as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Joint Powers Authority Agreement.

**PASSED AND ADOPTED** by the Board of Trustees of the MiraCosta Community College District at One Barnard Drive, Oceanside California, on the 24th day of June 2015, by the following vote:

AYES: 6 NOES: — ABSENT: 1 ABSTENTIONS: —

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

I, Sunita V. Cooke, Secretary of the Board of Trustees of the MiraCosta Community College District of San Diego County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regular meeting hereof at the time and place of vote stated, which resolution is on file and of record in the office of said board.

Sunita V. Cooke, Ph.D.
Superintendent/President
Secretary, Board of Trustees

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**
**RESOLUTION NO. 23-14/15**

**DESIGNATE AUTHORIZED REPRESENTATIVE TO THE SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM FOR FRINGE BENEFITS PROGRAMS**

On motion of Member McNeil, seconded by Member Cassar, the following resolution is adopted:

**WHEREAS**, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for fringe benefits and desire to combine their respective efforts to establish and maintain Fringe Benefit Programs as authorized by law; and

**WHEREAS**, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

**WHEREAS**, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish a plan for health, vision, mental wellness, physical wellness, dental, IRC Section 125, life, long term care, prepaid legal, long term disability, deferred compensation, voluntary benefits, or any other fringe benefits plan as authorized by law;

**WHEREAS**, the MiraCosta Community College District is a member of and has executed an Articles of Agreement to the San Diego County Schools Fringe Benefits Consortium requires that the Board of member districts designate and appoint an FBC representative.

**NOW THEREFORE BE IT RESOLVED** that Carolyn Sneary, Benefits Coordinator/HR Specialist, is designated as the authorized representative(s) of the Board of Trustees of MiraCosta Community College District, and Sheri Wright, Director of Human Resources, as alternate representative(s), and is hereby authorized and directed to perform all items pertaining to the interest of the Board of Trustees as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Fringe Benefits agreement.

PASSED AND ADOPTED by the Board of Trustees of the MiraCosta Community College District at One Barnard Drive, Oceanside California, on the 24th day of June 2015, by the following vote:

AYES: 6 NOES: — ABSENT: 1 ABSTENTIONS: —

STATE OF CALIFORNIA )
COUNTY OF SAN DIEGO )

I, Sunita V. Cooke, Secretary of the Board of Trustees of the MiraCosta Community College District of San Diego County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regular meeting hereof at the time and place of vote stated, which resolution is on file and of record in the office of said board.

Sunita V. Cooke, Ph.D.
Superintendent/President
Secretary, Board of Trustees

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN MIRACOSTA COMMUNITY COLLEGE DISTRICT**
**AND SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into this 24th day of June, 2015, by and between the San Dieguito Union High School District (hereinafter "SDUHSD")

WHEREAS, SDUHSD continues to find ways to broaden advanced educational opportunities for students, including college preparatory and college credit courses; and

WHEREAS, MCCCD is willing to offer college courses at the SHS campus, which will benefit SDUHSD students by providing a convenient location and schedule; and

WHEREAS, all of the terms between the parties shall be set forth in this agreement;

NOW, THEREFORE be it resolved that SDUHSD will make certain facilities at SHS available to MCCCD and agrees to the following:

1. Use of Facilities. MCCCD shall have the use of classrooms at SHS including beginning on August 1, 2015. It is understood that a maximum of approximately 30 students will be present on the SHS campus Monday through Thursday between the hours of 12 p.m. through 9 p.m. If it is determined that use of the computer lab will be necessary at the beginning and end of such semester for orientation and final exam purposes, it is further noted that the parties will meet to discuss the requirement and needs for MCCCD student access prior to any use of the computer lab.

   A. A reduction or increase in the number of rooms, dates or times, beyond those outlined in Section 1 shall be scheduled according to Section 2.

2. Scheduling. No later than October of each year, the MCCCD superintendent/president and the SDUHSD superintendent shall each designate a representative to review the availability of facilities for the following academic year. The annual schedule shall be based on the following priorities:

   A. Priority No. 1. SDUHSD educational programs: In the event that SHS reaches capacity, any facilities being used by MCCCD will be designated to serve SHS students first. In November of each year, the SHS principal and assistant superintendent of Instructional Services will determine the possible impact on the MCCCD courses for the upcoming academic year and whether or not there is room for the partnership to continue.

   B. Priority No. 2. MCCCD course offerings.

3. MCCC Financial Commitment.

   A. Clerical Staff. In addition, MCCCD will hire as its own employee(s) including all clerical staff necessary to provide support for its operations at SHS.

   B. Equipment and Supplies. MCCCD will be responsible for providing all supplies and equipment necessary for its programs at SHS, including computers (notwithstanding occasional use of the computer lab pursuant to Section 1) and associated equipment i.e., printers, copiers, overhead projectors, etc.).

   C. Technology. MCCCD will be responsible for any technology services costs associated with Sections 4 and 5.

D. Damage to Facilities. Aside from normal wear and tear, MCCCD will bear the costs of any repair or damages resulting from their use of the SHS facilities. Repairs to SDUHSD facilities, as the result of MCCD's failure to return facilities in original condition or acts of vandalism occurring during identified MCCCD activities at SHS, will be completed to the best ability by SDUHSD personnel and reimbursed by MCCCD. The direct costs of work that cannot be completed by SDUHSD personnel will be mutually agreed upon and will be reimbursed by MCCCD.

4. SDUHSD Financial Commitment

A. Beginning August 1, 2015, SDUHSD will provide classrooms in accordance with the terms described in Section 1. In addition, SDUHSD will provide custodial services equal to levels provided to the rest of the SHS campus. If additional custodial services are required, the parties will meet to determine the costs associated with such services. Any additional costs will be the responsibility of MCCCD.

B. Use of Facility Fee. SDUHSD agrees to allow MCCCD to access classrooms, waiving any facility use fee.

5. Technology Services. The parties will cooperate to provide students and staff appropriate levels of Internet and if applicable network access. Options include: MCCCD providing its staff and instructors their own laptops/computers and SDUHSD providing those limited individuals with public access to the Internet.

6. Energy Conservation. MCCCD staff and students will adhere to the SDUHSD energy conservation guidelines in order to assist SDUHSD in meeting its energy conservation goals.

7. Parking. Parking spaces will be provided to MCCCD staff and students.

8. Permits. Rules and Regulations. MCCCD shall not be required to acquire any other permits or facility use approvals at SHS, except as are set forth and provided for in this agreement.

9. Indemnification and Insurance. Each party hereto, SDUHSD and MCCCD, shall indemnify, hold harmless, and defend the other, its employees, managers, trustees, agents, officers, or volunteers from any and all liabilities, claims, damages, obligations, actions, lawsuits, losses, judgments, fines, penalties, costs or expenses (including reasonable attorneys' fees) arising from or relating to MCCCD's work performed under this Agreement to the fullest extent permitted under California law. Either indemnified party shall become obligated to pay by reason of the death, and/or injury to persons or properties received or suffered as a result of the use of the facilities described herein by the indemnitor pursuant to this agreement because of the sole or active negligence, wrongful acts, or omissions, by the indemnitor, except as such loss or liability, including attorneys' fees and expenses of litigation, are caused by the acts or omissions of the indemnitee, its employees, agents, directors, or officers. Further, SDUHSD and MCCCD shall be responsible for any and all damage to the property of the other party to this Agreement resulting from such liable party's use of the facilities pursuant to this Agreement. During the entire term of this Agreement, MCCCD shall, at its own expense, maintain and provide to SDUHSD upon request, insurance as set forth below:

A. Commercial General Liability. $5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage that may arise from any and all work performed by MCCCD. Policy will be endorsed to include SDUHSD as an additional insured.

B. Automobile Liability. "Any Auto" with $1,000,000 combined single limit per accident for bodily injury and property damage.

C. Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance, with limits as required by the Labor Code of the State of California and Employers' Liability limits or $1,000,000 per accident.

D. Other Provisions. MCCCD will provide SDUHSD with certificates of insurance and required executed endorsements, evidencing compliance with this section. Each insurance policy required by the agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to SDUHSD.

10. No Personal Liability. It is expressly understood and agreed that no personal liability whatsoever attaches to any members of the Board of SDUHSD or of MCCCD, nor any of the officers or employees thereof by virtue of this Agreement.

11. Assignment. This Agreement shall inure to the benefit of and shall be binding upon the assigns or successors in interest of each of the parties hereto; neither party shall assign nor transfer any of its rights, duties, or obligations under this Agreement without prior written consent of other party.

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

A. Christina M. Bennett
Director of Purchasing and Risk
San Dieguito Union High School District
710 Encinitas Boulevard
Encinitas, CA 92024

B. Susan Asato
Director of Purchasing and Material Management
MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056

13. Term. This Agreement shall be effective for one year upon signature by both parties and shall automatically be renewed each year unless either party terminates this Agreement by giving ninety (90) days advance written notice thereof to the other party.

14. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.

15. Equal Employment Opportunity. Each party to this Agreement for itself, its subcontractors, assignees and successors in interest, agree not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in California Government Code §12926, ancestry, marital status, or citizenship.

16. Smoking/Alcohol/Controlled Substances. Smoking and the use of any tobacco product is prohibited on any SDUHSD facility. Possession, drinking, or being under the influence of alcohol or drugs is also strictly prohibited.

17. Signage. Any/all signage posted must be approved in advance. Materials used for decorations shall be flameproof and must be removed from the facility after use. In addition, fire department regulations will not permit the use of lighted candles, torches with open flame, or fire of any type on SDUHSD property.

18. Disqualified Employees. Each party to this agreement shall ensure that persons who perform services on College or SDUHSD property have not been convicted of any felony, any controlled substance offense, or any sex offense, as those terms are defined by Education Code §§87008-87010.

IN WITNESS WHEREOF, the parties hereto have executed this facility use agreement as of the day and year first above written.

San Dieguito Union High School District

Date_____

_____
(Signature of Authorized Agent)

MiraCosta Community College District

Date 6/26/15

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

# MEMORANDUM OF UNDERSTANDING
# BETWEEN THE MIRACOSTA COMMUNITY COLLEGE DISTRICT
# AND THE MIRACOSTA COLLEGE FOUNDATION

This amended and restated memorandum of understanding, formerly known as the master agreement dated 11/15/05 supersedes and replaces that document, hereinafter known as the "Agreement," is entered into this 24th day of June, 2015, by and between the MiraCosta Community College District, hereinafter referred to as "the District," and the MiraCosta College Foundation, hereinafter referred to as "the Foundation," a nonprofit California corporation operated for the benefit of the District. This agreement supersedes any prior memorandum of understanding.

## BACKGROUND AND PURPOSE

WHEREAS, the Foundation is an independent, 501(c)(3) nonprofit corporation. It has not been designated as a community college auxiliary organization described in Education Code §§ 72670 et seq., and it exists to serve the District; and

WHEREAS, the Foundation's role is to accept and steward gifts and grants donated for the benefit of the District and to actively assist the District in fundraising activities, and the District's role is to initiate and implement the fundraising and alumni/community outreach functions of the District;

WHEREAS, the District desires the Foundation to continue its assistance to the District, including its stewardship of donor funds and assistance in fundraising efforts directed toward expanding and enhancing the educational goals and capabilities of the District, and further desires to make available to the Foundation support toward meeting these objectives and will provide certain limited support to the Foundation to further both the District's and Foundation's purposes;

WHEREAS, the District believes that so long as the Foundation continues to adequately perform funds management and fundraising assistance to the District, the District's best interests are served by continuing to support the Foundation's operations by providing personnel, certain facilities, and administrative services including, at its sole cost, the services of the District's executive director of development and the MiraCosta College Foundation.

WHEREAS, the Board of Trustees of the District believes the services and funds provided by the Foundation to the District have a fair-market value far surpassing the value of the facilities, administrative services, and personnel provided by the District to the Foundation.

NOW THEREFORE, the District and the Foundation hereby enter into this Agreement defining the parameters of their relationship.

**ARTICLE I: Foundation's Responsibilities and Relationship to the District**

The Foundation agrees to provide the District the following services:

A. To be the exclusive entity to receive and administer gifts of property, real or personal, financial or otherwise, to be used on behalf of the District, its faculty, students, and staff all according to the terms of the donor. In the event the donor does not specify the terms or all the terms for which the gift shall be used, the Foundation shall administer

and use the gift for the benefit of the District in accordance with the District's needs and priorities.

B. To hold, manage, and distribute such assets in its possession for the dedicated purpose of supporting the mission of the District.

C. To assist with fundraising efforts as defined by the District through the identification, cultivation, and solicitation of philanthropic contributors to the District.

D. To continue to promote the District's best interest, when requested, within the region, state, and nation to raise the visibility and enhance the reputation of the District.

E. To keep accurate and confidential financial records of donors and donor funds and to make such records available as appropriate upon receiving a written request by the District.

F. To assist with the appropriate stewardship, recognition, and acknowledgement to donors through timely correspondence, gift clubs, and recognition events.

G. To abide by ethical and legal practices as is in accordance with the Foundation's charitable 501(c)(3) status.

H. To have a separate annual audit of the financial records of the Foundation conducted by an auditing firm approved by the Foundation Board.

I. To develop and abide by gift acceptance guidelines and policies that are in accordance with the District's mission, goals, and objectives.

J. To provide seed grants for new program development and for the purpose of securing and stewarding institutional relationships and partnerships.

K. To provide scholarships to the students of the District in accordance with the awarding of those scholarships through the District's Scholarship and Financial Aid Office.

L. To maintain and manage an endowment, including the establishment of fund agreements with donors, setting and implementing investment and spending policies and procedures that prudently steward the principal of the endowment and honor donor intent, as prescribed by the Uniform Prudent Investor Act, the Uniform Prudent Management of Institutional Fund Act, and other applicable California laws.

M. To receive, hold, manage, invest, and disburse contributions of cash, securities, patents, copyrights, and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred gift instruments, and disposition or allocation of real estate or other forms of tangible property.

N. To permit service on the Foundation Board as nonvoting advisors, the District superintendent/president, vice president of business services, and representatives of the following District organizations: Academic Senate, Classified Senate, and Associated Student Government.

O. To disclose any terms, conditions, or limitations imposed by the donor or legal determination on any gift transferred or distributed to the District.

P. To develop policies and procedures that will allow for the assessment of reasonable and proportionate gift and transaction fees, enabling the Foundation to pay for a portion of the expenses associated with the business operations of the Foundation, as well as donor recognition.

**ARTICLE II: District's Responsibilities and Relationship to the Foundation**

The District agrees to provide the Foundation with the following limited services:

A. To continue to provide the Foundation with personnel, certain facilities, and administrative services for the benefit of the District. These staff members include 50 percent of the executive director of Development and the MiraCosta College Foundation and 30 to 40 percent of a full-time equivalent District accountant.

B. To assist with such marketing services, as is necessary, for the Foundation to accomplish its goals. Such assistance to include:

   1. Creation of a logo and brand identity for the Foundation that is congruent with the MiraCosta College name, brand identity, and image

   2. Development and facilitation the MiraCosta College Foundation website

   3. Authorization to use the District name and marketing brand in conformance with the District's branding guidelines

C. To assist with the strategic aspect of promoting donor investment.

D. To provide information technology support including software, hardware, and functional support necessary to carry out its functions.

E. To have the superintendent/president of the District recommend to the Board of Trustees, with the consultation of the Foundation Board, a person to serve as executive director of Development and the MiraCosta College Foundation.

F. To consider the recommendations of the executive director regarding staffing requirements of the Foundation and to allow for the hiring of personnel through the district's normal processes and procedures as determined necessary.

G. To support the operations of the Foundation by assigning, at the District's discretion, District personnel to assist the Foundation.

H. To provide an accurate and fair process for the selection and awarding of scholarships, in conformance to the criteria established by scholarship donors.

I. To communicate institutional priorities and long-term plans, as approved by the Board of Trustees and the District's administrative leadership to the Foundation, and to include the executive director of the Foundation as an active participant in collegial governance and the campus community.

J. To allow the District superintendent/president to assume an appropriate role in the strategic aspects of fundraising activities, such as donor cultivation and community engagement.

K. To honor the terms, conditions, or limitations imposed by donor or legal determination on any gifts transferred from the Foundation.

L. To provide directors and liability insurance for the Foundation Board.

**ARTICLE III: Alignment of Interests**

So long as this agreement is in force and effect:

A. The District superintendent/president shall have the right to recommend that Foundation cease any activity of the Foundation deemed, in his or her judgment, to be contrary to the interests of the District or inconsistent with the policies and practices or purposes of the District.

B. The Foundation Board shall include as nonvoting advisors to the Board as defined in the MiraCosta College Foundation bylaws, the superintendent/president, executive director of development and foundation, the vice president of business services, and representative of the following District organizations: Academic Senate, Classified Senate, and Associated Student Government.

C. Upon cessation of operations of the Foundation, the net assets of the Foundation, resulting in and arising from this Agreement shall either be transferred to the District or expended for the benefit of the District, consistent with donor intent and the articles and bylaws of the Foundation.

D. The Foundation will not enter into any major gift agreement for the benefit of the District or otherwise that seeks to obligate the District without the District superintendent/ president's prior written approval.

**ARTICLE IV: Non-assignability**

The Agreement is not assignable by either party.

**ARTICLE V: Terms of Agreement**

The Agreement will be in effect until it is changed or terminated by written agreement of the parties; in addition, the Board of Directors of the Foundation are expected to initiate a review of the agreement at least every five years and it may be terminated upon thirty (30) days written notice.

**ARTICLE VI: Leadership and Governance of the District and the Foundation**

The Foundation and the District have two separate and different systems for the selection of their leadership and governance:

A. The District is governed by the Board of Trustees, which is composed of elected individuals who represent the voters of the District, and one student representative who has an advisory role, elected by the student body for a one-year term. The Board of Trustees is responsible for setting priorities and long-term plans for the District and is legally accountable for the performance and oversight of all aspects of the District. The Board of Trustees is responsible for the employment, compensation, and evaluation of the superintendent/president of the District.

B. The Foundation is governed by the Foundation Board members that pursuant to its bylaws may include elected members, ex-officio, nonvoting advisors, and honorary advisors. The Foundation Board is responsible for the control and management of all assets of the Foundation, including the prudent management of all gifts consistent with donor intent. The Foundation Board is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that address fiduciary responsibilities, including expectations of all individual Board members to comply with ethical guidelines and policies.

C. The District superintendent/president is responsible for the employment, compensation and evaluation of the executive director of Development and the MiraCosta College Foundation. Foundation Board Members will provide performance feedback annually regarding the executive director, which will be made available to the executive director and the superintendent/president.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in duplicate at Oceanside, California, as of the date first above written.

**THE DISTRICT:**

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

By _____ Date 6/24/15
Jeanne Shannon, President
Board of Trustees
MiraCosta Community College District

**THE FOUNDATION:**

**MIRACOSTA COLLEGE FOUNDATION**

By: _____ Date 6/25/15
Ron Mitchell, President
MiraCosta College Foundation