



## MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

REGULAR MEETING  
4 P.M. – THURSDAY – AUGUST 15, 2024  
JOHN MACDONALD BOARD ROOM (1068)  
BUILDING 1000 – OCEANSIDE CAMPUS

### AGENDA

- I. CALL TO ORDER AND REPORT OUT FROM CLOSED SESSION
- II. FLAG SALUTE / ROLL CALL
- III. APPROVE MEETING MINUTES
  - A. Special Meeting/Closed Session of July 18, 2024
  - B. Regular Business Meeting of July 18, 2024
- 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. Bias Education Support Team (BEST) and Behavioral Intervention Team (BIT) Update
  - B. MiraCosta Community College District Campus Climate Survey Update

## **VII. CONSENT ITEMS**

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
- B. Approve Award of Title IX and EEO Services Agreement with Grand River Solutions
- C. Approve Employment Contract for Professional Expert
- D. Approve Employment Contract for Professional Expert
- E. Approve Employment Contract for Dean of Counseling and Student Development
- F. Approval of Renewal for San Diego County Office of Education JPA Workers' Compensation Insurance, Statewide Association of Community Colleges JPA Insurance, and District Insurance Schedules
- G. Ratify Student Accident Insurance Renewal
- H. Approve Request to Destroy Education Records Marked for Destruction
- I. Approve Updated Exhibit A Course Agreement with Cathedral Catholic High School for Fall 2024 and Spring 2025 Dual Enrollment Program
- J. Approve Updated Exhibit A Course Agreement with Carlsbad Unified School District for the Fall 2024 Dual Enrollment Program
- K. Approve Fall 2024 Program Components for the Oceanside Unified School District CCAP Dual Enrollment Program
- L. Approve Updated Exhibit A Course Agreement with San Dieguito Union High School District for the Fall 2024 Dual Enrollment Program
- M. Accept Resignation Independent Citizens' Bond Oversight Committee Members
- N. Adopt Resolution No. 2-24/25, Establish the District Appropriations (Gann) Limit for Fiscal Year 2024/25
- O. Approve FF&E Purchase for OCN Student Services Building
- P. Ratify and Approve Contracts and Purchase Orders

## **VIII. ACTION ITEMS**

- A. Adopt Resolution No. 3-24/25: Award Contract for DSA Inspector of Record Services for OCN 3000 Series Project No. 04205

## **IX. 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

## **X. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**

## **XI. ADJOURNMENT**

**UPCOMING MEETINGS**

**4 p.m. – September 5, 2024  
Board Workshop**

**4 p.m. – September 12, 2024  
Regular Business 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

### MINUTES OF CLOSED SESSION MEETING

JULY 18, 2024  
(DRAFT)

#### I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, July 18, 2024, in Room 204 at the Community Learning Center. President Rick Cassar called the meeting to order at 3 p.m.

#### II. FLAG SALUTE / ROLL CALL

Board members present:

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

Board members absent:

Heather Conklin

Administrators present:

Superintendent/President Sunny Cooke

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

None.

#### IV. DECLARE NEED FOR CLOSED SESSION

At 3 p.m., the board announced the need to enter closed session, along with Superintendent/President Cooke, to discuss the following topics:

##### A. Student Discipline/Expulsion

(Pursuant to Education Code §72122)

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

At 3:52 p.m., the board returned to open session to report the following:

##### A. Student Discipline/Expulsion

(Pursuant to Education Code §72122)

The governing board unanimously took action to expel student #07223137.

The vote was 6/0/0 (Trustee Conklin was absent).

#### VI. ADJOURNMENT

The meeting adjourned at 3:52 p.m.

#### MINUTES APPROVAL:

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Rick Cassar  
President

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



## MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

### MINUTES OF REGULAR MEETING

JULY 18, 2024  
(DRAFT)

#### I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, July 18, 2024, in the Community Room at the Community Learning Center in Oceanside. President Cassar called the meeting to order at 4:04 p.m.

#### II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
Raye Clendening	Anna Pedroza
Heather Conklin	Jackie Simon
George McNeil	

Board members not present:

Rahime Demirci (Student Trustee)

Administrators present:

Superintendent/President Cooke  
Assistant Superintendent/Vice President Tim Flood  
Assistant Superintendent/Vice President Denée Pescarmona  
Assistant Superintendent/Vice President Alketa Wojcik  
Human Resources Director Jenn Acfalle (for Charlie Ng)

#### III. APPROVE MEETING MINUTES

A. Special Meeting/Closed Session of June 13, 2024

B. Workshop of June 13, 2024

C. Regular Business Meeting of June 20, 2024

By motion of Trustee Simon, seconded by Trustee McNeil, the board approved the minutes of the special meeting/closed session and workshop of June 13, 2024, and the minutes of the regular business meeting of June 20, 2024.

Vote: 7/0/0

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

Abstentions: None

Absent: None

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

None.

## **V. CHANGES IN AGENDA ORDER**

None.

## **VI. PRESENTATIONS**

### **A. Credit for Prior Learning (CPL Update)**

Assistant Superintendent/Vice President Denée Pescarmona and Associate Dean Benjamin Gamboa provided comprehensive updates to the Board of Trustees on the status and future trajectory of the College Prior Learning (CPL) implementation. Their presentation highlighted strategic initiatives aimed at empowering the college's adult learner demographic by translating their professional experiences into college credits. This approach not only accelerates their academic journey but also yields significant cost savings—potentially reducing time to degree completion by 9 to 14 months and saving students money.

With guidance from a contracted CPL consultant, the district has crafted an implementation plan, focusing on pilot instructional programs tailored for industry certifications. Process mapping sessions were held to streamline a student-centered approach integrated with existing college technologies. Success stories showcasing early achievements were shared, underscoring the program's impact on students.

Looking ahead, a pilot program is slated for full implementation by September 2024, with plans for expanding instructional programs recognizing CPL. A critical focus remains on assessing the program's efficacy and its tangible benefits for students completing pilot initiatives. Aligning with California State University (CSU) standards ensures consistency in earned credits, reinforcing educational pathways for learners.

The Public Information Office has supported the efforts by leveraging data for targeted promotional campaigns. Concurrently, discussions with non-credit partners are underway to explore potential alignments, bolstered by robust advisories involving industry stakeholders.

To enhance transparency and accessibility, a comprehensive listing of CPL opportunities, compliant with established CPL practices, will be integrated into the course catalog starting after this fall semester. These initiatives underscore the college's commitment to fostering inclusive educational practices that recognize and validate the diverse learning experiences of its student body, paving the way for broader educational attainment and professional advancement.

### **B. Sense of Belonging Survey Update for Students**

Dean Chris Tarman presented preliminary findings from the November 2023 MiraCosta College Sense of Belonging Survey, a survey deployed across all segments of our student body—credit, noncredit, and Adult High School. Dean Tarman highlighted the profound impact of “belonging” on student persistence, academic success, and overall mental well-being.

Informed by robust research in survey design by the RPIE staff members and developed with insights from the IDEA Advisory Committee and the Title V Hispanic Serving Institution Grant Advisory Committee, the survey was offered in both English and Spanish to ensure inclusion and representation of our diverse student demographics. Initial findings provided a comprehensive snapshot of student perceptions, revealing a

relatively high level of belonging for most students and reflecting the rich diversity within our college community. Moving forward, there will be targeted analyses of groups that reported lower scores to uncover underlying reasons and identify areas for improvement. This deeper exploration will consider variables such as online versus on-ground learning environments, part-time versus full-time enrollment status, and age demographics, offering nuanced insights into student experiences. Moreover, understanding varying perspectives on the definition of “community” will enrich our approach to fostering a supportive campus environment.

To enhance transparency and accessibility of survey findings, a user-friendly dashboard has been developed, allowing stakeholders and community members to disaggregate data and glean actionable insights.

Dean Tarman's presentation underscored MiraCosta College's commitment to nurturing a sense of belonging among all students, thereby creating a more welcoming and supportive educational environment and enhancing student success.

## **VII. CONSENT ITEMS**

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions**
- B. Approve Classification of New Position and Job Description for Career Education Grants Coordinator**
- C. Ratify Memorandum of Understanding 24-02 with Academic Associate Faculty**
- D. Ratify Memorandum of Understanding 24-03 with Academic Associate Faculty**
- E. Approve Updates and Modifications of the Collective Bargaining Agreement Between the MiraCosta Community College District and the MiraCosta College Faculty Assembly**
- F. Approve Reclassification of Existing Positions**
- G. Approve African Diaspora Education Summit attendance in Ghana, Africa – Fall 2024**
- H. Approve Superintendent/President Sabbatical Leave Request**
- I. Approve Amendment Three (3) with Gensler for District’s Facilities Master Plan**
- J. Approve FF&E for the Oceanside Campus New Media Arts Building Project**
- K. Approve Agreement with Dovetail for Fixtures, Furniture & Equipment Coordination Services for B4500 Renovation**
- L. Approve Additional Purchase of Hotspots and Broadband Internet Services for Online Learning**
- M. Approve Purchase of VMWare Virtualization Technology**
- N. Approve Annual Military Equipment Report**
- O. Ratify and Approve Contracts and Purchase Orders**

Consent Item N was pulled for discussion.

By motion of Trustee Simon, seconded by Trustee Merchat, consent items A-M and O were approved.

Vote: 7/0/0

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

Abstentions: None

Absent: None

By motion of Trustee McNeil, seconded by Trustee Simon, consent item N was approved after discussion. As this was the first time this annual item was presented, the history of this item, the requirements, and all attachments were thoroughly reviewed.

Vote: 7/0/0

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

Abstentions: None

Absent: None

## VIII. ACTION ITEMS

### A. Approve Resolution No. 1-24/25 – Excuse Board Member Absence

By motion of Trustee Clendening, seconded by Trustee McNeil, the board adopted Resolution No. 1-24/25 to excuse Trustee Merchat's absence from the board meetings on June 13 and June 20, 2024.

Vote: 6/0/1

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

Abstentions: Merchat

Absent: None

## IX. SECOND READ – BOARD POLICIES (Action Required)

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

By motion of Trustee Clendening, seconded by Trustee McNeil, the board adopted Board Policy 4025B as presented.

Vote: 7/0/0

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

Abstentions: None

Absent: None

### B. Board Policy 4100B BP – Graduation Requirements for Baccalaureate Degree and General Education

By motion of Trustee McNeil, seconded by Trustee Pedroza, the board adopted Board Policy 4100B as presented.

Vote: 7/0/0

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

Abstentions: None

Absent: None

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

By motion of Trustee Conklin, seconded by Trustee McNeil, the board adopted Board Policy 4100C as presented.

Vote: 7/0/0

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

Abstentions: None

Absent: None

## X. COLLEGE-RELATED REPORTS

### A. Trustees Activities



Trustee Merchat is glad to be back after an absence and appreciates everyone who reached out in support. He continues to support the San Elijo Farmer's Market, as does Trustee Clendening.

Trustee Conklin has been actively engaging with the community informally, including proudly participating in the Oceanside Parade with MiraCosta.

Trustee McNeil shared the passing of Rita Koor, a friend and a devoted supporter of MiraCosta College.

Trustee Pedroza shared the good news of becoming an abuelita (grandmother), which she is thoroughly enjoying.

Trustee Simon attended the San Diego Community College District Chancellor reception at the San Diego Zoo with Trustee Cassar and Dr. Cooke and found it an enjoyable and well-attended event.

Trustee Cassar acknowledged Dr. Cooke's leadership as the most experienced CEO of the San Diego and Imperial County Community College (SDICCCA). He also highlighted that while managing her duties at MiraCosta College, Dr. Cooke has also assumed the role of president of the American Association of Community Colleges.

## **B. Students**

Student Trustee Rahime Demirci was at a conference and unable to attend the board meeting.

## **C. Classified Employees**

Classified Senate (CS) President Omar Jimenez reported that CS held roundtable discussions to reignite the caring campus initiative to identify how classified professionals are an integral part of student success. Attendance at the CLI leadership Institute, as well as reaching out to campus partners is helping with the efforts to institutionalize caring campus.

## **D. Faculty**

Academic Senate (AS) President Curry Mitchell introduced himself, as this was his first board meeting as academic senate president. He reported he will continue to focus on teaching and learning and affirming leadership qualities in faculty members, aiming to build a stronger community. Mitchell attended the statewide Academic Senate conference with AS Vice President Sean Davis and learned valuable insights on which to build.

## **E. Assistant Superintendents/Vice Presidents**

### **1. Instructional Services**

Assistant Superintendent/Vice President Pescarmona reported summer enrollment enjoyed 400 more students (100 FTES) than last summer. Enrollment for fall semester is up 8 percent over last fall, and enrollment management will ramp up in August. Pescarmona attended the Curriculum Institute, where changes in legislation were discussed, most notably the common course numbering initiative, which is expected to be a "heavy lift".

## **2. Student Services**

Assistant President/Vice President Wojcik submitted a written report. She added more than 600 students (1,200 including family members) have signed up to attend the Welcome Fest on Saturday at the Oceanside Campus. Counseling appointments during regular business hours have been reserved for those students who attend, as well as offering some on-site counseling services.

MiraCosta College has the highest transfer rate to UC in all southern CA and the excellent numbers were included in the Student Services written report. MiraCosta student transfer rates are 10-12% higher than the CA average transfer rate, and much higher than traditional freshman admission.

## **3. Administrative Services**

Assistant Superintendent/Vice President Flood reported the state passed the budget, which includes some deferrals over the next two budget years. Administrative Services (AS) established their goals and held a team building event at the sand volleyball courts.

AS staff members are moving to the Human Resources area in Building 1000, where they will share space. Facilities and custodians will be able to use some of the vacated AS space for offices and gathering.

A major voltage line that was housed in our former pedestrian bridge was replaced, ensuring the full loop is back and functioning.

The accessibility committee has launched a new program that will set up geofences to assist students who are blind or have vision impairments in navigating the campus. Students engage with their cell phone to utilize this program, which enhances accessibility services for students.

## **4. Human Resources**

HR Director Jenn Acfalle introduced herself, and she announced the loss of Sandy Muryasz, a vital member of our MiraCosta community, who served the district for almost 30 years.

Acfalle reported the recruitment team has completed their onboarding of new faculty for fall. She also expressed her excitement for being part of the MiraCosta College team and back on a college campus.

## **F. Superintendent/President**

Superintendent/President Cooke reported a theatre performance, as part of the intensive summer theatre program, was held on the same evening last week as Dancing at Dusk. It was enjoyable to see proud supporters and family members in the audience.

Significant work is happening behind the scenes across various departments, including communications and the Foundation. Extensive efforts are underway for the "Get Out the Vote" campaign, which focuses on student engagement.

MiraCosta College's excellent initiatives will be highlighted in the president's column of each AACC Magazine that is distributed to over 1000 community colleges.

Cooke and Chief IDEA Officer Wendy Stewart attended a Futures training in San Francisco, exploring the use of foresight tools. Dr. Cooke acknowledged how advanced our global partners are in addressing climate change. There is much to learn from our international collaborators. Drs. Cooke and Stewart also experienced riding in an autonomous vehicle in San Francisco and encouraged everyone to try it.

**XI. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**

None.

**XII. ADJOURNMENT**

The meeting adjourned at 6:04 p.m.






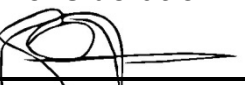
**MINUTES APPROVAL:**

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Rick Cassar  
President

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

<b>Subject:</b>  <b>Bias Education Support Team (BEST) and Behavioral Intervention Team (BIT) Update</b>	<b>Attachment:</b>  <a href="#">PowerPoint Presentation</a>
<b>Category:</b>  <b>Presentations</b>	<b>Type of Board Consideration:</b>  <b>Information</b> <b>Consent</b> <b>Action</b>
<b>Institutional Goals:</b> <a href="#">mcc_mission_statement.pdf (miracosta.edu)</a>	<b>Institutional Goal Supported:</b>  <b>Goal 1</b>  <b>Goal 2</b>  <b>Goal 3</b> <b>Goal 4</b>
<b>Recommended:</b>   <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>	<b>Approved for Consideration:</b>   <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

MiraCosta College is committed to creating a safe and supportive environment for students, employees, and community members. As a community that deeply values and respects inclusion, diversity, equity, and accessibility, the college addresses bias-related incidents and behavioral concerns, with a focus on prevention and early intervention.


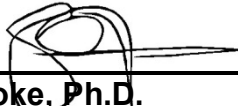
**STATUS**

This presentation will provide an overview of the Bias Education Support Team (BEST), which works collaboratively with individuals, departments, committees, and community organizations to foster a climate of openness and inclusion on campus through education and advocacy. The presentation will describe the function BEST serves at the college, as well as their key accomplishments and goals for 2024/25.

The presentation will also share an overview of the district’s Behavioral Intervention Team (BIT), which promotes a safe, inclusive, and productive environment by offering early intervention to students whose behavior poses a concern, potential threat, or actual threat to self or others.

**RECOMMENDATION**

For information only.

<b>Subject:</b>  MiraCosta Community College District Campus Climate Survey Update	<b>Attachment:</b>  <a href="#">PowerPoint Presentation</a>
<b>Category:</b>  Presentations	<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>Recommended:</b>   _____ Charlie Ng Assistant Superintendent/Vice President, Human Resources	<b>Approved for Consideration:</b>   _____ Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**


MiraCosta Community College District engaged in an assessment of its campus climate as part of our comprehensive work in Equity and Inclusion. A representative team of faculty, staff, students, and administrators oversaw the development of an assessment tool, conducted focus groups, and assisted with the interpretation and dissemination of the survey results. The district contracted with Rankin & Associates, a consulting firm, to assist in the development of the assessment tool and to conduct and store the campus climate survey results from both students and employees.

**STATUS**

Charlie Ng, assistant superintendent/vice president of Human Resources will provide an update on the progress and next steps to be taken.

**RECOMMENDATION**

Information only.

<b>Subject:</b>  <b>Ratify Recommendations of Superintendent/President in Approving Personnel Actions</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="#">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/> Charlie Ng Assistant Superintendent/Vice President, Human Resources	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**STATUS**

1. Retirement of the following classified and academic employees:
  - Adriana Machuca, Instructional Aide, Workforce IOA, position P-00206, effective August 3, 2024.
  - Lynne Miller, Instructor, Anthropology, position P-00459, effective July 10, 2024.
  
2. Employment of the following full-time, tenure-track faculty members:
  - Jose Sanchez, Adult High School Mathematics Instructor, full-time, tenure-track, salary class II, step 4, \$102,523 per year (2024/25 academic annual salary schedule), effective August 9, 2024.
    - MS – Mathematics – Cal Poly Pomona
    - BS – Mathematics – UC Riverside
  - Jose previously served as an adult education teacher for the Moreno Valley Unified School District.
  - Katherine Steelman, Instructor, Ethnic Studies, P-11587, full-time, tenure-track, 175 days per year, salary class VI, step 3, \$110,530 per year (2024-25 academic salary schedule), effective August 9, 2024.
    - PhD, Ethnic Studies, UCSD
    - MS, Ethnic Studies, UCSD
    - MS, English Literature, Cal State Long Beach
    - BS, English, UC Riverside

Katherine Steelman has served as a part-time instructor/lecturer in Chicano Studies at Cal State University Fullerton since 2023. Prior to that, Katherine served as lecturer at SDSU from 2022 to May of 2024, and as an Ethnic Studies instructor at UCSD from 2020-2023.

Jillian Ventrone, Counselor – Veterans, full-time, tenure-track, 195 days per year, salary class V, step 5, \$116,651 x 1.108 time factor = \$129,249 per year (2024/25 academic annual salary schedule), effective July 1, 2024.

BA – Marketing Communications – Columbia College  
MA – Education/Secondary Teacher Education – University of Phoenix  
Masters – Rehabilitation Counseling – University of Kentucky

Jillian has served as an associate counselor at MiraCosta College since spring 2019. She has also worked as a counselor at Southwestern College and San Diego Mesa College.

Danielle Barnett, Psychology Instructor, full-time, tenure-track, salary class VI, step 5, \$119,814 per year (2024/25 academic annual salary schedule), effective August 9, 2024.

PsyD – Clinical Psychology – The Chicago School  
MA – Clinical Psychology – The Chicago School  
BA – Psychology – San Diego State University

Danielle has served as associate faculty at MiraCosta College since spring 2020; she has also worked as adjunct faculty at Pepperdine University.

3. Correction to initial salary placement due to the verification of additional work experience for Bobbi-Sue Johnson, Nursing Instructor, LVN, P-00590, full-time, tenure-track, 175 days per year, from salary class V, step 2 to salary class V, step 4, \$112,008 per year (2024/25 academic year salary schedule), effective August 9, 2024.

4. Employment of the following regular classified employees:

Raymond Wight, Student Services Specialist, Student Services, SEC, position P-07476, classified salary range 21, step 1, \$5,886.75 per month, full-time, 12 months per year, effective July 8, 2024. Raymond was selected through an open recruitment process.

Lauren Adams, Learning Coach, Writing Center, position P-00480, classified salary range 22, step 1, \$27,259.88 per year, 18 hours per week, 10 months spread over 12 months per year, effective July 22, 2024. Lauren was selected through an open recruitment process.

Michael Edwards, Custodian, position P-11727, classified salary range 10, step 2, \$4,518.50 per month, full-time, 12 months per year, effective July 29, 2024. Michael was selected through an open recruitment process.

Arelly Ibarra, Administrative Support Assistant II, Student Life and Leadership, position P-06167, classified salary range 16, step 1, \$22,918.50 per year, 18 hours per week, 10 months spread over 12 months per year, effective August 12, 2024. Arelly was selected through an open recruitment process.

Nancy Magpusao Burke, Program Manager, Service Learning, position P-00326, classified salary range 31, step 2, \$8,286.75 per month, full-time, 12 months per year, effective August 1, 2024. Nancy was selected through an open recruitment process.

Julieann Montoya, Custodian, position P-11729, classified salary range 10, step 1, \$4,285.50 per month, full-time, 12 months per year, effective August 12, 2024. Julieann was selected through an open recruitment process.

Lawrence Ortiz, Custodian, position P-11723, classified salary range 10, step 2, \$4,518.50 per month, full-time, 12 months per year, effective August 12, 2024. Lawrence was selected through an open recruitment process.

Ambrocio Sanchez Venegas, Custodian, position P-11724, classified salary range 10, step 2, \$4,518.50 per month, full-time, 12 months per year, effective August 5, 2024. Ambrocio was selected through an open recruitment process.

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

James Dorris, Senior Enterprise Applications Developer, ITS Enterprise Applications Services, position P-00348, has accepted the position of Director, Enterprise Application Services, classified administrator range CM-17, step 2, \$13,553.50 per month, full-time, 12 months per year, effective July 22, 2024. James was selected through an open recruitment process.

Maria Gallardo, Administrative Assistant to the Dean, Student Affairs, position P-06161, has accepted the position of Student Services Coordinator, EOPS, position P-11676, classified salary range 26, step 4, \$7,918.83 per month, full-time, 12 months per year, effective August 5, 2024. Maria was selected through an open recruitment process.

Marisol Zacarias, Administrative Support Assistant III, Student Life and Leadership, position P-06170, has accepted the position of Admissions and Records Specialist, position P-00041, classified salary range 20, step 2, \$6,032.50 per month, full-time, 12 months per year, effective July 17, 2024. Marisol was selected through an open recruitment process.

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

Ulises Sixto Avendano, Administrative Support Assistant II, CARE, will continue to serve as Interim Student Services Specialist, CARE, classified salary range 21, step 1, \$5,886.75 per month, full-time, effective August 2, 2024 – June 30, 2025.

Yurico Jimenez, Student Services Specialist, CARE, position P-10571, will continue to serve as Interim Student Services Coordinator, CARE, classified range 26, longevity year 7, \$8,626 per month, full-time, effective August 2, 2024 – June 30, 2025.

Jorge Ramirez Ibanez, Financial Aid Technician, position P-06189, will continue to serve as Interim Operations Supervisor, Student Services Welcome Center classified salary range 27, step 3, \$7,768.08 per month, full-time, effective July 1 – August 16, 2024.



Ashley Sherrell, Student Support Advisor, Student Services Welcome Center, position P-08461, will continue to serve as Interim Financial Aid Technician, classified salary range 23, step 5, \$7,604.50 per month, full-time, effective July 1 – August 16, 2024.

Josie Bollerud, Student Support Advisor, Admissions and Records, SEC, position P-06173, will continue to serve as Interim Financial Aid Technician, classified salary range 23, step 5, \$7,604.50 per month, full-time, effective July 1 – August 16, 2024.

Brenda Cruz, Academic Records Evaluator, Admission and Records, Academic Records, will continue serve as Interim Assistant Business Systems Analyst, classified salary range 25, longevity year L-1, \$8,099.17 per month, full-time, effective July 1, 2024 – June 30, 2025.

Gregorio Reyes, Student Services Specialist, Student Equity, position P-08918, will continue to serve as Interim Student Services Coordinator, classified salary range 26, step 1, \$6,800.42 per month, full-time, effective August 1, 2024 – February 28, 2025.

Anthony Ginger, Infrastructure Systems Engineer, position P-00199, will serve as Interim Director, Security and Infrastructure Systems, classified administrator range CM-17, step 5, L-5, \$15,937.67 per month, full-time, effective July 15 – August 5, 2024.

Jessica Perez-Corona, Activity Director, MESA, will serve as Interim Grant Project Director, MESA, classified administrator range CM-10, step 2, L-1, \$10,561.03 per month, full-time, effective July 1, 2024 – June 30, 2025.

Sara Delgado-Padilla, Student Support Advisor, Student Services Welcome Center, position P-06215, will serve as Interim Administrative Assistant to the Dean, Student Affairs, classified salary range 24, step 2, \$6,773 per month, full-time, effective August 5, 2024 – June 30, 2025.

Kristin Bebout, Administrative Assistant to the Dean, Career Education Grants, position P-00028, will serve as Interim Career Education Grants Coordinator, classified salary range 26, longevity year 7, \$8,626 per month, full-time, effective August 5, 2024 – December 31, 2024.

7. Correction to temporary reclassification salary placement of the following classified employees:

Sylvia Harrington, Human Resources Assistant, position P-05832, will serve as Interim Senior Human Resources Technician, classified salary range 24, step 4, \$7,473.25 per month, full-time, effective July 1, 2024 – June 30, 2025.

Hortensia Sanchez, Academic Records Evaluator, position P-00011, will continue to serve as Interim Operations Supervisor, Admissions and Records, OCN, classified salary range 27, longevity year 9, \$9,061.75 per month, full-time, effective July 1, 2024 – June 30, 2025.

Manuel Acero, Noncredit Academic Evaluator and Admissions Specialist, position P-00035, will continue to serve as Interim Academic Records Evaluator, classified salary range 23, longevity year 16, \$8,738 per month, full-time, effective July 1, 2024 – June 30, 2025.

8. Employment of the following associate faculty members for the 2024 summer session, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty:

Timothy	Faris	Art
Marisela	Sanchez Gonzalez	Counseling
Mona	Patel	Counseling, Career Center
Joseph	Fleming	Counseling, Student Accessibility Services
Yasmeen	Atempa	Counseling, Student Accessibility Services

9. Employment of the following associate faculty members for the 2024 fall session, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty:

Joseph	Nunez	Biological Sciences
Suzanne	Hall	Biological Sciences
Najmeh	Arani	Computer Science
Natasha	Jackson	Counseling, Mental Health
Yue	Deng	Economics
Melissa	Hurt	Letters, Transfer
Yarely	Alejandro	Letters, Transfer
Kim	Roy	Medical Assisting
Zia	Yurchuck	Noncredit, General
Courtney	Nelson	Nursing
Jeranan	Dashtizad	Nursing, Clinical Practice
Carisa	Chavez	Work Experience





10. 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
Jeanne Santoriello Kaspar	College Health Nurse	Short-term	Health Services	\$41.55/hr.	7/1/24	6/30/25
Olivia Pace	Campus Aide I	Substitute	Community Ed and Workforce Dev	\$16.00/hr.	7/1/24	8/31/24
Shanta Jamieson	Senior Human Resources Technician	Substitute	Human Resources Ops, Recruitment/Retention	\$37.02/hr.	7/15/24	6/30/25
Sirlei Rodrigues da Costa	Instructional Aide	Substitute	Workforce IOA	\$24.72/hr.	7/19/24	6/30/25
Tereza Zafra-Lopez	Student Support Advisor	Substitute	Student Services Welcome Center	\$34.95/hr.	7/29/24	6/30/25
Caleb Schanzenbach	Apprentice III	Substitute	Academic Support and Innovations	\$18.00/hr.	8/1/24	6/30/25
Christopher Strong	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr.	8/1/24	6/30/25
Darlene Urzi-Tumino	Apprentice III	Substitute	Academic Support and Innovations	\$18.00/hr.	8/1/24	6/30/25
Deborah Cummins	Testing Services Specialist	Substitute	Testing Services	\$32.04/hr.	8/1/24	6/30/25
Lisa Botuchis	Apprentice I	Substitute	Learning Centers	\$16.00/hr.	8/1/24	6/30/25
Seongmin Na	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr.	8/1/24	6/30/25
Tanner Cope	Apprentice III	Substitute	Academic Support and Innovations	\$18.00/hr.	8/1/24	6/30/25
Alyna Perez	Student Support Advisor	Substitute	Student Services Welcome Center	\$34.95/hr.	8/5/24	6/30/25
Yuan Chiang	Instructional Aide	Substitute	Workforce IOA	\$24.72/hr.	8/5/24	6/30/25
Abril Luna Rosales	Campus Aide III	Short-term	Student Equity	\$20.00/hr.	8/16/24	6/30/25

Alexis Morgan	Facilities Event Support Assistant	Short-term	Athletics and Intramurals	\$25.00/hr.	8/16/24	6/30/25
Brian Matthews	GEAR UP Support Staff III	Short-term	GEAR UP	\$18.00/hr.	8/16/24	6/30/25
Curtis Mueller	Campus Aide III	Short-term	Theatre and Film	\$20.00/hr.	8/16/24	6/30/25
David Kjos	Campus Aide II	Short-term	International Languages Lab	\$18.00/hr.	8/16/24	5/23/25
Deaurcy Williams	Art Model	Short-term	Art	\$28.00/hr.	8/16/24	5/31/25
Edgar Herrera	Campus Aide III	Short-term	Career Ed Grants	\$20.00/hr.	8/16/24	6/30/25
Emanuel Prince	Campus Aide III	Short-term	Career Center	\$20.00/hr.	8/16/24	6/30/25
Erika Chamberlin-Carroll	Art Model	Short-term	Art	\$28.00/hr.	8/16/24	5/31/25
Gabriela Curenno Espino	Campus Aide III	Substitute	Student Equity	\$20.00/hr.	8/16/24	6/30/25
Ginger Rosser	Art Model	Short-term	Art	\$28.00/hr.	8/16/24	5/31/25
Jaron Stokes	Art Model	Short-term	Art	\$28.00/hr.	8/16/24	5/31/25
Jason Belcher	Instructional Assistant	Substitute	Automotive Technology	\$29.38/hr.	8/16/24	6/30/25
Josefina Medina	Instructional Assistant	Substitute	International Languages	\$29.38/hr.	8/16/24	6/30/25
Kerry Howard Ray	Art Model	Short-term	Art	\$28.00/hr.	8/16/24	5/31/25
Laura Dill	Assistant Athletic Trainer	Short-term	Athletics and Intramurals	\$37.02/hr.	8/16/24	6/30/25
Miranda Whittlesey	Art Model	Short-term	Art	\$28.00/hr.	8/16/24	5/31/25
Olessya Shu	Art Model	Short-term	Art	\$28.00/hr.	8/16/24	5/31/25
Raul Ragudo	Campus Aide III	Short-term	Career Ed Grants	\$20.00/hr.	8/16/24	6/30/25
Savannah So'oto	Facilities Event Support Assistant	Short-term	Athletics and Intramurals	\$25.00/hr.	8/16/24	6/30/25
Sherman Kwan	Art Model	Short-term	Art	\$28.00/hr.	8/16/24	5/31/25
Stephanie Rock	Art Model	Short-term	Art	\$28.00/hr.	8/16/24	5/31/25
Tomomi Maeda	Campus Aide II	Short-term	International Languages Lab	\$18.00/hr.	8/16/24	5/23/25
Victoria May	Art Model	Short-term	Art	\$28.00/hr.	8/16/24	5/31/25
Carlos Ulises Balandran Ortega	Support Assistant, Noncredit	Substitute	Workforce IOA	\$26.20/hr.	8/19/24	6/30/25
Amir Bakari Naranjo	Student Services Specialist	Substitute	Student Equity	\$33.96/hr.	8/22/24	6/30/25
Nancy Cochran	Accompanist II	Short-term	Music	\$45.00/hr.	8/23/24	6/30/25
Adrian Contreras	Campus Aide III	Short-term	Counseling and Student Dev	\$20.00/hr.	9/2/24	6/30/25
Alan Martinez	Campus Aide III	Short-term	Counseling and Student Dev	\$20.00/hr.	9/2/24	6/30/25
Daniel Martinez	Campus Aide III	Short-term	Counseling and Student Dev	\$20.00/hr.	9/2/24	6/30/25
Giselle Resendiz	Campus Aide III	Short-term	Counseling and Student Dev	\$20.00/hr.	9/2/24	6/30/25
Jazmin Iniguez	Campus Aide III	Short-term	Counseling and Student Dev	\$20.00/hr.	9/2/24	6/30/25
Jose Hernandez	Campus Aide III	Short-term	Counseling	\$20.00/hr.	9/2/24	6/30/25
Maritza DeJesus Solorio	Campus Aide III	Short-term	Counseling and Student Dev	\$20.00/hr.	9/2/24	6/30/25
Monserat Estrada	Campus Aide III	Short-term	Counseling and Student Dev	\$20.00/hr.	9/2/24	6/30/25
Charles Storey	Art Model	Short-term	Art	\$28.00/hr.	9/20/24	5/31/25
Amanda Quivey	Campus Aide III	Short-term	Theatre and Film	\$20.00/hr.	8/16/24	5/31/24
Amanda Quivey	Theater Aide III	Short-term	Theatre and Film	\$18.00/hr.	8/16/24	5/31/25
Jordyn Brace	Campus Aide I	Short-term	Theatre and Film	\$16.00/hr.	8/16/24	6/30/25

## RECOMMENDATION

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

<b>Subject:</b>  <b>Approve Title IX and EEO Services Agreement with Grand River Solutions</b>	<b>Attachment:</b>  <a href="#">Grand River Solutions Agreement</a>
<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="#">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**

Since January 2024, MiraCosta Community College has engaged Grand River Solutions (GRS) to provide essential services aligned with Title IX regulations and subsequent federal updates. These services encompass Alternative Resolution, Appeal Officer roles, a Consulting Bundle for comprehensive support in Title IX, Equity, DEI (Diversity, Equity, and Inclusion), ADA (Americans with Disabilities Act), and 504 compliance. Additionally, GRS offers specialized roles, such as Hearing Advisor and Hearing Officer/Decision Maker, overseeing procedural fairness in disciplinary hearings.

GRS's scope of work extends to impartial fact-finding and analysis through its investigation services, ensuring thorough and objective handling of cases. The contract with GRS also designates a dedicated Title IX Coordinator and EEO Administrator, responsible for managing responses to harassment or discrimination reports, overseeing institutional policies, and ensuring compliance with federal mandates.

Given the dynamic regulatory environment, GRS professionals remain current with Title IX final regulations and subsequent federal updates, maintaining their expertise through regular training and skill development. This partnership underscores MiraCosta Community College's commitment to fostering a safe and equitable educational environment for all students and stakeholders.




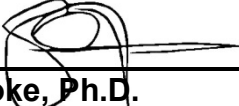
**STATUS**

California Government Code 53060 allows public agencies to contract with and employ any person to furnish the corporation or district with special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced, and competent to perform the special services required.

Due to the specialized knowledge required regarding Title IX regulations, the district has identified the need to enter into a new agreement with GRS for the period of September 1, 2024, through June 6, 2026, with a total contract value not exceeding \$200,000.

## **RECOMMENDATION**

Authorize the director of purchasing and material management to proceed with the agreement with GRS for Title IX and EEO services in the amount of \$200,000.

<b>Subject:</b>  <b>Approve Employment Contract for Professional Expert</b>	<b>Attachment:</b>  <b>Personal Services Contract</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>Recommended:</b>  <hr/> <b>Charlie Ng</b> <b>Assistant Superintendent/Vice President,</b> <b>Human Resources</b>	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

MiraCosta College administers a number of grants, including the Small Business Development Center (SBDC) grant. Education Code section 88003.1(b)(2) allows for personal services contracts to be used when services to be performed are not available through the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district.

**STATUS**

The following individual is recommended for a professional expert contract with the term commencing on August 1, 2024 – June 30, 2025:

- Daisy Alonso, Program Advisor I, SBDC, full-time, annual rate \$83,602 (2024/25 professional expert salary schedule). Annual salary will be prorated based on the contract months for the current fiscal year.

**RECOMMENDATION**

Approve the employment contract for the professional expert, as stated above.

**MiraCosta Community College District**  
**PERSONAL SERVICES CONTRACT**

This contract (“Agreement”) between the MiraCosta Community College District (“District”) and Daisy Alonso (“Alonso”), an individual, is made as of August 1, 2024.

**Recitals**

A. The District is authorized by California Education Section 88003.1(b)(2), which provides for personal services contracting when the services to be performed are not available through the District, cannot be performed satisfactorily by District employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience and ability are not available through the District.

B. The District desires the personal services of Alonso for the services described in this Agreement and Exhibits.

C. Alonso warrants and represents that they are competent to perform the duties and responsibilities required by this Agreement and by all applicable laws and regulations.

D. 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.

E. This Agreement is entered into in accordance with Education Code section 88003.1.

**Terms and Conditions**

**1. Position and Term.**

**1.1 Position.** District agrees to retain Alonso and Alonso agrees to be retained by District as Program Advisor I, SBDC. Alonso has the responsibilities and authority that are associated with Alonso’s position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.

**1.2 Term.** The term of this Agreement is from August 1, 2024 to June 30, 2025, unless terminated pursuant to the terms of this Agreement.

**2. Salary and Benefits.**

**2.1 Salary.** Alonso shall be paid \$83,602 annually on the professional expert salary schedule. 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).

**2.2 Benefits.** Alonso shall be entitled to the following District benefits:

- 8 hours of vacation accrued per month of service (up to 200 hours annually). Alonso may accrue up to twice the annual allotment in successive contract years;
- Sick leave at the rate of one (1) day per month of service;

- 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") or the State Teachers' Retirement System ("STRS") contingent on meeting eligibility requirements of either the Public Employees Retirement Law or State Teachers Retirement Law.

**2.3 Overtime Status.** The parties acknowledge and agree that the position of Program Advisor I, SBDC 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.

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

**4. Termination of Agreement Due to Loss of Funding.** Alonso acknowledges and understands that the position of Program Advisor I, SBDC is a categorically, grant-funded position. As such, Alonso's employment is temporary and Alonso has no right or expectation of permanent employment at any time. As such, if the District loses the funding for the position, or the funding is not renewed, this Agreement shall be terminated effective upon the cessation of the funding for the position. Termination due to a loss or non-renewal of the funding does not trigger the severance pay under Paragraph 5 below.

**5. Settlement on Termination of Agreement Without Cause.** Regardless of the term of this Agreement, the Superintendent/President 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 Alonso 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 Alonso, Alonso 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.

**6. Termination of this Agreement During its Term With Cause.** The Superintendent/President may terminate this Agreement during its term and discharge Alonso if Alonso 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 Alonso 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.



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

**7.1.** In the event that District provides paid leave to Alonso 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, Alonso shall fully reimburse District for any salary provided for that purpose.

**7.2.** In the event that District provides funds for the legal criminal defense of Alonso 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, Alonso shall fully reimburse District for any funds provided for that purpose.

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

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

**7.4.1.** An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

**7.4.2.** 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.

**8. 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.

**9. Representations and Warranties.**




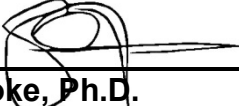
Alonso represents and warrants that Alonso:

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

MiraCosta Community College District

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

\_\_\_\_\_  
Daisy Alonso

<b>Subject:</b>  <b>Approve Employment Contract for Professional Expert</b>	<b>Attachment:</b>  <b>Personal Services Contract</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(miracosta.edu)"><u>mcc_mission_statement.pdf (miracosta.edu)</u></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>Charlie Ng</b> <b>Assistant Superintendent/Vice President,</b> <b>Human Resources</b>	<b>Approved for Consideration:</b>   <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

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

The San Diego and Imperial Center of Excellence serves the ten regional community colleges with research and professional development and is funded by the California Community Colleges Chancellor’s Office and Regional Consortium Strong Workforce Program (SWP). The Associate Director, Center of Excellence is responsible for managing the day-to-day operations of the Center of Excellence and providing leadership to other Center of Excellence staff. The Associate Director will manage the Center of Excellence’s multiple grants and ensure the successful completion of Center of Excellence research and professional development projects.

**STATUS**

The following individual is recommended for a professional expert contract with the term commencing on August 1, 2024 – September 30, 2024:

- Robert Chu, Associate Director, Center of Excellence, full-time, annual rate \$127,655 (2024/25 professional expert salary schedule). Annual salary will be prorated based on the contract months for the current fiscal year.

**RECOMMENDATION**

Approve the employment contract for the professional expert, as stated above.

**MiraCosta Community College District**  
**PERSONAL SERVICES CONTRACT**

This contract (“Agreement”) between the MiraCosta Community College District (“District”) and Robert Chu (“Chu”), an individual, is made as of August 1, 2024.

**Recitals**

A. The District is authorized by California Education Section 88003.1(b)(2), which provides for personal services contracting when the services to be performed are not available through the District, cannot be performed satisfactorily by District employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience and ability are not available through the District.

B. The District desires the personal services of Chu for the services described in this Agreement and Exhibits.

C. Chu warrants and represents that they are competent to perform the duties and responsibilities required by this Agreement and by all applicable laws and regulations.

D. 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.

E. This Agreement is entered into in accordance with Education Code section 88003.1.

**Terms and Conditions**

**2. Position and Term.**

**1.3 Position.** District agrees to retain Chu and Chu agrees to be retained by District as Associate Director, Center of Excellence. Chu has the responsibilities and authority that are associated with Chu’s position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.

**1.4 Term.** The term of this Agreement is from August 1, 2024 to September 30, 2024, unless terminated pursuant to the terms of this Agreement.

**2. Salary and Benefits.**

**2.1 Salary.** Chu shall be paid \$127,655 annually on the professional expert salary schedule. 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).

**2.3 Benefits.** Chu shall be entitled to the following District benefits:

- 16.67 hours of vacation accrued per month of service (up to 200 hours annually). Chu may accrue up to twice the annual allotment in successive contract years;

- Sick leave at the rate of one (1) day per month of service;
- 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") or the State Teachers' Retirement System ("STRS") contingent on meeting eligibility requirements of either the Public Employees Retirement Law or State Teachers Retirement Law.

**2.3 Overtime Status.** The parties acknowledge and agree that the position of Associate Director, Center of Excellence 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.

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

**4. Termination of Agreement Due to Loss of Funding.** Chu acknowledges and understands that the position of Associate Director, Center of Excellence is a categorically, grant-funded position. As such, Chu's employment is temporary and Chu has no right or expectation of permanent employment at any time. As such, if the District loses the funding for the position, or the funding is not renewed, this Agreement shall be terminated effective upon the cessation of the funding for the position. Termination due to a loss or non-renewal of the funding does not trigger the severance pay under Paragraph 5 below.

**5. Settlement on Termination of Agreement Without Cause.** Regardless of the term of this Agreement, the Superintendent/President 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 Chu 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 Chu, Chu 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.

**6. Termination of this Agreement During its Term With Cause.** The Superintendent/President may terminate this Agreement during its term and discharge Chu if Chu 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 Chu 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.

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

**7.1.** In the event that District provides paid leave to Chu 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, Chu shall fully reimburse District for any salary provided for that purpose.

**7.2.** In the event that District provides funds for the legal criminal defense of Chu 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, Chu shall fully reimburse District for any funds provided for that purpose.

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

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

**7.4.1.** An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

**7.4.2.** 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.

**8. 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.

**9. Representations and Warranties.**


Chu represents and warrants that Chu:

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

MiraCosta Community College District

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

\_\_\_\_\_  
Robert Chu

<b>Subject:</b>  Approve Employment Contract for Dean of Counseling and Student Development	<b>Attachment:</b>  Employment Contract
<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(miracosta.edu)">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>  _____ Charlie Ng Vice President, Human Resources	<b>Approved for Consideration:</b>  _____ Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

The MiraCosta Community College District Academic Administrator Association (MCCCDAAA) working conditions manual specifies the procedures for the hiring of academic administrators.

**STATUS**

After a competitive search and a recommendation by the search committee and the superintendent/president, Dr. Ailene Crakes is recommended to serve as the Dean of Counseling and Student Development, effective August 12, 2024. The annual salary will be \$216,335, full time, doctorate, step 4 on the 2024/25 academic administrator salary schedule for deans. Her qualifications include:

Doctor of Leadership: Student Personnel Services, University of the Cumberlands  
 Master of Science in Educational Counseling, National University  
 Bachelor of Science in Kinesiology, Cal Poly Pomona

Dr. Crakes has been serving as the Dean of Student Development at Mesa College since 2018 and had served as the acting Dean of Student Development at Mesa College from November 2016 through May 2018. Dr. Crakes also served as a Professor/Counselor at Mesa College from July 1994 through May 2016.

**RECOMMENDATION**

Approve Employment Contract for Dean of Counseling and Student Development, as stated above.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT  
EMPLOYMENT CONTRACT  
Dean of Counseling and Student Development**

This contract (“Agreement”) between the MiraCosta Community College District (“District”) and Ailene Crakes, an individual Academic Administrator is made as of August 12, 2024.

**Recitals**

A. Pursuant to Education Code section 72411, the parties desire to enter into this Agreement to create or continue the employment relationship on the terms and conditions in this Agreement.

B. This Agreement adheres to the terms and conditions of the Academic Administrator’s Association Working Conditions Manual (hereinafter “Academic Administrator’s Manual”) and relevant provisions of the Education Code and Government Codes of the State of California.

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, the Academic Administrator’s Manual as from time to time amended by the District, and the rules and regulations of the District’s Governing Board including, but not limited to, Government Code sections 53260 and 53261, which are incorporated herein by this reference, and which provide that if a contract is terminated, the maximum cash settlement an employee may receive shall be equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract or eighteen months, whichever is less, and shall not include noncash items except for health benefits.

D. This Agreement is entered into in accordance with Education Code sections 72411 and 72411.5. In the event that the Administrator is not offered a contract with an additional term, this Agreement shall be extended for one (1) year beyond its termination date, unless Administrator is given written notice of the determination of the Board to not reemploy, by appointment or contract, Administrator upon the expiration of this Agreement on or before March 15 of the final year of this Agreement.

**Terms and Conditions**

**3. Position and Term.**

**1.1 Position.** District agrees to employ Administrator and Administrator agrees to be employed by District as Dean of Counseling and Student Development. Administrator has the responsibilities and authority that are associated with Administrator’s position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee provided that such additional duties shall be consistent with Administrator’s position. The Board may adopt or amend the position description for the Administrator’s position at any time as long as the modifications are not inconsistent with the terms of this Agreement or the Academic Administrator’s Manual. It is further agreed that Administrator is subject to reassignment in accordance with the Academic Administrator’s Manual.

**1.2 Term.** The term of this Agreement is one (1) year from August 12, 2024 to June 30, 2025 and is renewable by June 30 each year.

**2. Salary and Benefits.**

**2.1 Salary.** Administrator’s annual salary shall be as set forth on the Academic Administrator’s Salary Schedule that is agreed to between the District and the Academic Administrator’s Association and included in the Academic Administrator’s Manual. 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). Administrator’s salary for the period August 12, 2024 through June 30, 2025 shall be \$216,335.

**2.2 Benefits.** Benefits, including vacation, sick leave and other leaves are set forth in the Academic Administrator's Manual as amended or modified from time to time.

**2.3 Allowance.** Administrator will be provided a 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 consideration is currently considered as taxable compensation by the United States government and State of California.

**3. Working Conditions.** All working conditions are set forth in the Academic Administrator's Manual as amended or modified from time to time.

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

**5. Settlement on Termination of Agreement 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 Administrator may receive shall be equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement, 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 to 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.

**6. Termination of this Agreement During its Term With Cause.** The Board may terminate this Agreement during its term and discharge Administrator if Administrator 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 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. A termination for cause shall be carried out in compliance with the provisions applicable to administrative employees as set forth in the Academic Administrator's Manual as adopted by the Board.

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

**7.1.** In the event that District provides paid leave to Administrator pending an investigation of a crime involving abuse of their 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.

**7.2.** In the event that District provides funds for the legal criminal defense of Administrator pending an investigation of a crime involving an abuse of their 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.

**7.3.** 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.

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

**7.4.1.** An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

**7.4.2.** 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.

**8. Miscellaneous Provisions.** This Agreement and applicable provisions of the Academic Administrator's Manual contain 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.

**9. Representations and Warranties.**

Administrator represents and warrants that Administrator:

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

MiraCosta Community College District

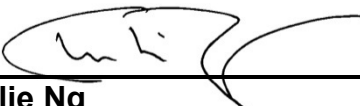
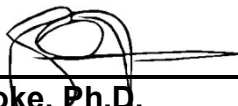
Administrator

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

\_\_\_\_\_  
Ailene Crakes  
Dean of Counseling and Student Development

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

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

<b>Subject:</b>  <b>Approval of Renewal for San Diego County Office of Education JPA Workers' Compensation Insurance, Statewide Association of Community Colleges JPA Insurance, and District Insurance Schedules</b>	<b>Attachment:</b>  <b>Program Structure of Insurance Coverage</b>				
<b>Category:</b>  <b>Consent Items</b>	<b>Type of Board Consideration:</b>  <table border="0"> <tr> <td>Information</td> <td style="text-align: center;">✓ Consent</td> <td>Action</td> </tr> </table>	Information	✓ Consent	Action	
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>  <table border="0"> <tr> <td>Goal 1</td> <td>Goal 2</td> <td>Goal 3</td> <td style="text-align: center;">✓ Goal 4</td> </tr> </table>	Goal 1	Goal 2	Goal 3	✓ Goal 4
Goal 1	Goal 2	Goal 3	✓ Goal 4		
<b>Recommended:</b>   <hr/> <b>Charlie Ng</b> <b>Assistant Superintendent/Vice President,</b> <b>Human Resources</b>	<b>Approved for Consideration:</b>   <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>				

**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 explored the district’s property and liability insurance, workers compensation program, and excess liability program options. The district will maintain coverage for property and liability within the Statewide Association of Community Colleges Joint Powers Authority (SWACC). The district will also keep its workers compensation coverage within the San Diego County Joint Powers Authority (SDJPA). The district has also moved its excess liability coverage from the Schools Excess Liability Fund JPA (SELF) to the Schools Association for Excess Risk JPA (SAFER) for the 2024-2025 period. SAFER follows the same “form and fortunes” policies of SWACC, maintains “claims occurrence” coverage, and has incidental savings on premiums compared to SELF. SAFER also offers a \$75 million limit as compared to SELF’s \$50 million limit.

**STATUS**

The attached program structure summarizes the district’s SWACC and SAFER property and liability insurance renewal coverage and contributions, as well as the SDJPA workers compensation coverage and contributions, for the period of July 1, 2024 - July 1, 2025. This schedule is included in the board’s policy and procedures Chapter 6 under AP6540 as the 2024 - 2025 *Schedule of Insurance*.

The SWACC/SAFER program structure includes coverage for total property (real & personal property, electronic data processing equipment), general, cyber, auto, employment practices liability, crime, equipment breakdown, and excess liability. The SDJPA insurance renewal includes workers compensation.

This year's estimated contribution is \$1,139,500 for workers' compensation and \$660,738 for property and liability, and excess liability.

## **RECOMMENDATION**

Approve insurance renewal 7/1/24 - 7/1/25 and district insurance schedule, as stated above.

**Attachment: SWACC/SAFER Property, Liability, and Excess Program Structure**







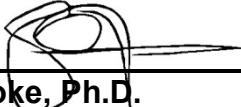
**Program Structure  
2024/2025**

	PROPERTY	LIABILITY	
\$500,250,000	SAFER \$475,000,000 Excess \$25,250,000	SAFER \$25,000,000 Excess \$50,000,000	\$75,000,000
		SAFER \$25,000,000 Excess \$25,000,000	\$50,000,000
		SAFER \$15,000,000 Excess \$10,000,000 \$10,000,000 Annual Aggregate Deductible	\$25,000,000
\$25,250,000	SAFER \$25,000,000 Excess \$250,000 \$7,500,000 Annual Aggregate Deductible	SAFER \$8,000,000 Excess \$2,000,000	\$10,000,000
		SAFER \$1,000,000 Excess \$1,000,000	\$2,000,000
\$250,000	ReLiEF/SWACC Retention \$250,000 Less MRL	ReLiEF/SWACC Retention \$1,000,000 Less MRL	\$1,000,000
Various	Member Retained Limit	Member Retained Limit	Various

172

**Attachment: SDJPA Workers Compensation Coverage**

 SCHEDULE OF INSURANCE COVERAGE MIRACOSTA COMMUNITY COLLEGE DISTRICT JULY 1, 2024 TO JULY 1, 2025				
COMPANY - TENTATIVE POLICY # - BEST RATING	COVERAGE DESCRIPTION	INSURANCE REINSURANCE LIMITS	JPA \$IR	DISTRICT DEDUCTIBLE
ACE American Ins. Co (Chubb) Policy #WCL C6890982A Best A++XV	<u>Workers' Compensation</u> Self-Insured Employer's Liability	\$900,000 Included	\$100,000 Included	\$0
Safety National Insurance Policy #SP4063003 Best A	<u>Excess Workers' Compensation</u>	Statutory	\$0	\$0
+XV				

<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="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>Charlie Ng</b> <b>Assistant Superintendent/Vice President,</b> <b>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 three fiscal years. The total cost for the period 8/1/23 – 8/1/24 was \$68,248.

**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, 8/1/2025 - 8/1/2026, will be \$81,248. There is a nineteen percent (19%) increase in cost this year due to an increase in athletic participants and a continually challenging insurance market.

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.

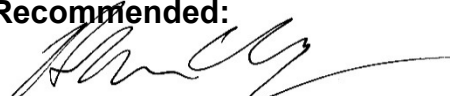

**RECOMMENDATION**

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

**Attachment: 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	8/1/24
Plan Administration:	BMI Benefits

<b>CATASTROPHIC COVERAGE</b>	
Coverage Limit	\$1,000,000
Deductible – Class I (Athletes)	\$25,000
Deductible – Class II (Students)	\$50,000
Benefit Period	10 Years
Effective Date	8/1/2024

<b>Subject:</b>  <b>Approve Request to Destroy Education Records Marked for Destruction</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.missionstatement.pdf">mcc.missionstatement.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/> Alketa Wojcik, Ed.D. Assistant Superintendent/Vice President, Student Services	<b>Approved for Consideration:</b>  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

GI Bill benefit files generated through the Veterans Education Office are stored in the office and the warehouse until approved for destruction. In accordance with 38 CFR 21.4209, “paper records must be kept intact and in good condition at the educational institution for at least 3 years following the end of each enrollment period.” As required by regulation, the Coordinator of Veterans Services has reviewed the documents recommended for destruction and has certified that they are not in conflict with Title 5 or Department of Veterans Affairs regulations on retention of records. Title 5, §§59027 and 59028, require that a list of records recommended for destruction must be approved for destruction by the board of trustees.

**STATUS**

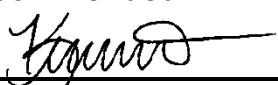
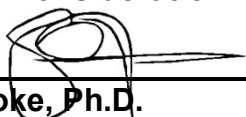
The following records are ready for destruction. All of the records are designated as Class 3 disposable. Class 3 records may be destroyed after three years. All documents have been scanned.

Pending Board Approval - August 2024					
Document Type	Date	Boxes	Class	Scanned	Expiration
Veterans Files Summer 2019 (A-Z)	06/19 - 07/19	1 of 1	3	Yes	12/2022
Veterans Files Fall 2019 (A-F)	08/19 - 12/19	1 of 4	3	Yes	12/2022
Veterans Files Fall 2019 (G-N)	08/19 - 12/19	2 of 4	3	Yes	12/2022
Veterans Files Fall 2019 (O-S)	08/19 - 12/19	3 of 4	3	Yes	12/2022
Veterans Files Fall 2019 (T-Z)	08/19 - 12/19	4 of 4	3	Yes	12/2022
Veterans Files Spring 2020 (A-C)	01/20 - 05/20	1 of 6	3	Yes	05/2023
Veterans Files Spring 2020 (D-I)	01/20 - 05/20	2 of 6	3	Yes	05/2023
Veterans Files Spring 2020 (J-O)	01/20 - 05/20	3 of 6	3	Yes	05/2023
Veterans Files Spring 2020 (P-R)	01/20 - 05/20	4 of 6	3	Yes	05/2023
Veterans Files Spring 2020 (S-T)	01/20 - 05/20	5 of 6	3	Yes	05/2023
Veterans Files Spring 2020 (U-Z)	01/20 - 05/20	6 of 6	3	Yes	05/2023
Veterans Files Fall 2020 (A-K)	08/20 - 12/20	1 of 3	3	Yes	12/2023
Veterans Files Fall 2020 (L-M)	08/20 - 12/20	2 of 3	3	Yes	12/2023
Veterans Files Fall 2020 (N-Z)	08/20 - 12/20	3 of 3	3	Yes	12/2023
<b>Total Boxes</b>		<b>14</b>			

## RECOMMENDATION

Approve request to destroy GI Bill benefit files, as listed above.



<b>Subject:</b>  Approve Updated Exhibit A Course Agreement with Cathedral Catholic High School for Fall 2024 and Spring 2025 Dual Enrollment Program	<b>Attachment:</b>  Exhibit A Course Agreement Fall 2024 and Spring 2025
<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                      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 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 2024 and spring 2025 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 new Exhibit A Course Agreement with Cathedral Catholic High School to offer dual enrollment classes through MiraCosta College during fall 2024 and spring 2025.

**FALL 2024/SPRING 2025: 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 2024-May 2025

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

<b>Fall 2024 (August 19 - December 14)</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 = \$ 2,684)</b>	<b>Schedule</b>
HIST 110	80	2	3	6	48-54	\$ 16,104	TBD
MATH 265	35	1	4	4	64-72	\$10,736	TBD
PLSC 102	40	1	4	4	64-72	\$10,736	TBD
PSYC 101	120	3	3	9	48-54	\$ 24,156	TBD
SOC 101	80	2	3	6	48-54	\$ 16,104	TBD
DRAM 110	30	1	3	3	48-54	\$8,052	TBD
<b>Fall 2024 Instruction Cost Subtotal</b>				<b>32</b>		<b>\$85,888</b>	

<b>Spring 2025 (January 21 - May 23)</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 = \$ 2,684)</b>	<b>Schedule</b>
HIST 111	80	2	3	6	48-54	\$ 16,104	TBD
MATH 270	35	1	4	4	64-72	\$10,736	TBD
PLSC 102	40	1	4	4	64-72	\$10,736	TBD
PSYC 114	120	3	3	9	48-54	\$ 24,156	TBD
SOC 102	80	2	3	6	48-54	\$ 16,104	TBD
DRAM 232	30	1	4	4	64-72	\$10,736	TBD
<b>Spring 2025 Instruction Cost Subtotal</b>				<b>33</b>		<b>\$88,572</b>	
<b>Total Instruction Cost</b>						<b>\$174,460</b>	

<b>Total Admissions and Records Enrollment Support Cost</b>			<b>\$8,723</b>	
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+ 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**

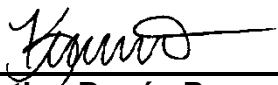

APPROVED BY: \_\_\_\_\_  
Dr. Kevin Calkins, President

Date: \_\_\_\_/\_\_\_\_/2024

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

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

Date: \_\_\_\_/\_\_\_\_/2024

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

**BACKGROUND**

During the 2018/19 year, the Carlsbad Unified School District (CUSD) and MiraCosta Community College District entered into a dual enrollment agreement, which enabled CUSD students to enroll in MiraCosta College classes at Carlsbad and Sage Creek high schools during the regular school day to earn both high school and college credit. The program was a success, and additional agreements have continued. The Instructional Services Division worked with leaders from CUSD to identify courses to be offered during the fall 2024 term, and that agreement is reflected in the courses proposed on the attached Exhibit A Course Agreement. As with previous agreements, the seats in dual enrollment courses will be limited to CUSD students only.

**STATUS**

A memorandum of understanding (MOU) was approved in December 2018 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 agreed to each term are defined separately in the Exhibit A Course Agreement, so that the courses may be updated separately from the MOU.

**RECOMMENDATION**

Approve the new Exhibit A Course Agreement with Carlsbad Unified School District to offer dual enrollment classes through MiraCosta College during fall 2024.

**EXHIBIT A**  
**FALL 2024 COURSE AGREEMENT**

**Between**

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

**and CARLSBAD UNIFIED SCHOOL DISTRICT**

This Course Agreement is being executed between MiraCosta Community College District (“MCCD”), and Carlsbad Unified School District (“CUSD”) as Exhibit A to the *Dual Enrollment Program Agreement between Carlsbad Unified School District and MiraCosta Community College District (“Dual Enrollment Program Agreement)*, 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 *Dual Enrollment Program Agreement*, the *Dual Enrollment Program Agreement* shall control. This *Course Agreement* is entered into between MCCD and CUSD as of the effective date set forth below.

**Effective Date of Course Agreement:** August 16, 2024

**Period of Course Agreement:** August 2024 – December 2024

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

Fall 2024 Course Offerings									
Location	Course Name	Catalog #	Units	Days	Time	Faculty	Employer	Student Contact Hours	Enrollment Cap
<b>CHS</b>	COMM	101	3	Online	Asynch	Staff	MCCD	48-54	30
<b>CHS</b>	MUS	114	3	Online	Asynch	Staff	MCCD	48-54	35
<b>SCHS</b>	BUS	130	3	Online	Asynch	Staff	MCCD	48-54	40

+ Please note, enrollment restrictions may exist if students choose 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 delivered to:

Carlsbad Unified School District  
Dr. Robert Nye  
Assistant Superintendent Instructional Services  
6225 El Camino Real  
Carlsbad, CA 92009



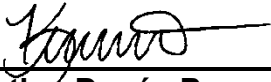
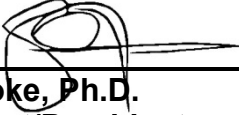
MiraCosta Community College District  
Kristina Denée Pescarmona  
Vice President of Instructional Services  
1 Barnard Drive  
Oceanside, CA 92056

**CARLSBAD UNIFIED SCHOOL DISTRICT**

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/2024

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/2024

<b>Subject:</b>  <b>Approve Fall 2024 Program Components for the Oceanside Unified School District CCAP Dual Enrollment Program</b>	<b>Attachment:</b>  <b>Fall 2024 Program Components for OUSD CCAP</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>Recommended:</b>  <hr/> <b>Kristina Denée Pescarmona</b> <b>Assistant Superintendent/Vice President,</b> <b>Instructional Services</b>	<b>Approved for Consideration:</b>  <hr/> <b>Sunita V. Cooke, Ph.D.</b> <b>Superintendent/President</b>

**BACKGROUND**

In 2017, MiraCosta College established a College and Career Access Pathways (CCAP) Agreement for Dual Enrollment with Oceanside Unified School District (OUSD). The initial CCAP agreement with OUSD included courses in Counseling, Communications, and Mathematics. Those CCAP courses proved successful, and OUSD and MiraCosta College continued the CCAP partnership. Additional transfer and Career Education pathways have been developed for OUSD students. The attached Fall 2024 Program Components for OUSD CCAP represents the currently agreed upon course offerings for the Fall 2024 academic term.

**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 agreed to each term are defined separately in the Annual Program Components Agreement, so that the courses may be updated separately from the MOU.

**RECOMMENDATION**

Approve the Fall 2024 Program Components for the OUSD CCAP Dual Enrollment Program to offer dual enrollment classes through MiraCosta College during fall 2024.

**APPENDIX**  
**OCEANSIDE UNIFIED SCHOOL DISTRICT CCAP**  
**FALL 2024 PROGRAM COMPONENTS**

**Courses of Instruction:** MCCD will schedule classes each semester at OUSD high schools to prepare students for college success. Students from El Camino, Oceanside, and Surfside high schools will be eligible to enroll in the course offerings listed below.

**Estimated Number of Students to be Served:** 459

**Total Sections:** 12

Fall 2024 Course Offerings									
Location	Course Name	Catalog #	Units	Days	Time	Faculty	Employer	Student Contact Hours	Enrollment Cap
<b>Online*</b>	BUS	136	3	Online	Asynch	Staff	MCCD	48-54	40
<b>Online*</b>	CHLD	105	3	Online	Asynch	Staff	MCCD	48-54	40
<b>Online*</b>	NURS	155	3	Online	Asynch	Staff	MCCD	48-54	45
<b>CLC</b>	CSIT	180	4	W	4:30-7:20 +Asynch	Staff	MCCD	80-90	24
<b>OHS</b>	MATH	131	4	M-TH	12:15-1:45	Staff	MCCD	64-72	35
<b>OHS</b>	MATH	103S	5	M-TH	1:50-3:20	Staff	MCCD	96-108	35
<b>OHS</b>	SOC	103	3	M/W	8:30-10	Staff	MCCD	48-54	40
<b>OHS</b>	BUS	132	3	T/TH	8:30-10	Staff	MCCD	48-54	40
<b>OHS</b>	ADM	100	3	ARR	ARR	Staff	OUSD	48-54	40
<b>ECHS</b>	BUS	132	3	M/W	7:50-9:20	Staff	MCCD	48-54	40
<b>SEA</b>	HOSP	100	3	M-TH	1:15-2:50	Staff	MCCD	48-54	40
<b>SEA</b>	HOSP	133	3	M-TH	1:15-2:50	Staff	MCCD	48-54	40

\*If the **Days** column says *Online*, that means instruction is fully asynchronous, with no designated meeting time.

<p>Criteria used to select courses in a dual enrollment program:</p> <ul style="list-style-type: none"> <li>• Applicability of course towards post-secondary educational goals (major and general education)</li> <li>• Transferability to the University of California and California State University systems</li> <li>• Applicability of skills in the high school environment as well as in post-secondary education</li> <li>• Completion of coursework in a Career Education pathway, leading to in-demand workforce skills attainment and gainful employment.</li> </ul>
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**Books and Instructional Materials** – The total cost of books and instructional materials for OUSD students participating as part of this CCAP Agreement will be borne by OUSD.

Course	Books and Instructional Materials	Cost per Title
BUS 136	The course does not require purchasing books or instructional materials.	N/A
CHLD 105	The course does not require purchasing books or instructional materials.	N/A
NURS 155	Medical Terminology Made Incredibly Easy Author: Lippincott Williams & Wilkins	\$59.99

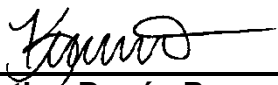

	Edition: 4 <sup>th</sup> Edition, 2017	
CSIT 180	TestOut PC Pro 7.0 Lab Sim Author: TestOut	\$84.74
MATH 131	Precalculus: Pathways to Calculus: A Problem-Solving Approach Author: Carlson Edition: 9 <sup>th</sup> Edition, 2022	\$113.66
MATH 103S	The course does not require purchasing books or instructional materials.	N/A
SOC 103	The course does not require purchasing books or instructional materials.	N/A
BUS 132	The course does not require purchasing books or instructional materials.	N/A
ADM 100	The course does not require purchasing books or instructional materials.	N/A
HOSP 100	The course does not require purchasing books or instructional materials.	N/A
HOSP 133	The course does not require purchasing books or instructional materials.	N/A

APPROVED BY: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Dr. Sunita V. Cooke,  
Superintendent/President



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

**BACKGROUND**

During the 2014/15 academic year, the San Dieguito Union High School District (SDUHSD) and MiraCosta Community College District entered into a dual enrollment agreement, which enabled SDUHSD students to enroll in MiraCosta College classes at Canyon Crest Academy, La Costa Canyon, San Dieguito Academy, and Torrey Pines High Schools during the regular school day to earn both high school and college credit. The program was a success, and additional agreements have continued. The Instructional Services Division worked with leaders from SDUHSD to identify courses to be offered during the Fall 2024 term, and that agreement is reflected in the courses proposed on the attached Exhibit A Course Agreement. As with previous agreements, the seats in dual enrollment courses will be limited to SDUHSD students only.

**STATUS**

A revised memorandum of understanding was approved in September 2020. 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 agreed to each term are defined separately in the Exhibit A Course Agreement, so that the courses may be updated separately from the MOU.

**RECOMMENDATION**

Approve the new Exhibit A Course Agreement with San Dieguito Union High School District to offer dual enrollment classes through MiraCosta College during fall 2024.

**EXHIBIT A**  
**FALL 2024 COURSE AGREEMENT**

**Between**  
**MIRACOSTA COMMUNITY COLLEGE DISTRICT and**  
**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

This Course Agreement is being executed between MiraCosta Community College District (“MCCD”), and San Dieguito Union High School District (“SDUHSD”) as Exhibit A to the *Dual Enrollment Program Agreement between San Dieguito Union High School District and MiraCosta Community College District (Dual Enrollment Program Agreement)*, 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 *Dual Enrollment Program Agreement*, the *Dual Enrollment Program Agreement* shall control. This *Course Agreement* is entered into between MCCD and SDUHSD as of the effective date set forth below.

**Effective Date of Course Agreement:** August 16, 2024

**Period of Course Agreement:** August 2024 – December 2024

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

Fall 2024 Course Offerings									
Location	Course Name	Catalog #	Units	Days	Time	Faculty	Employer	Student Contact Hours	Enrollment Cap
CCA	MATH	260	4	ARR	ARR	Staff	SDUHSD	80-90	35
CCA	MATH	270	4	ARR	ARR	Staff	SDUHSD	64-72	35
CCA	BTEC	107	3	ARR	ARR	Staff	SDUHSD	48-54	35
CCA	BTEC	107	3	ARR	ARR	Staff	SDUHSD	48-54	35
CCA	CS	101	3	ARR	ARR	Staff	SDUHSD	80-90	24
SDA	MATH	260	4	ARR	ARR	Staff	SDUHSD	80-90	35
SDA	MATH	270	4	ARR	ARR	Staff	SDUHSD	64-72	35
TPHS	MATH	260	4	ARR	ARR	Staff	SDUHSD	80-90	35

+ Please note, enrollment restrictions may exist if students choose 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 delivered to:

San Dieguito Union High School District  
Bryan Marcus  
Associate Superintendent of Education Svcs.  
4100 Normal Street  
San Diego, CA 92103

MiraCosta Community College District  
Denee Pescarmona  
Vice President of Instructional Svcs.  
1 Barnard Drive  
Oceanside, CA 92056

**SAN DIEGUITO UNION HIGH SCHOOL DISTRICT**

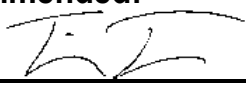
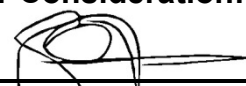
APPROVED BY: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2024

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

APPROVED BY: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2024

<b>Subject:</b>  <b>Accept Resignation Independent Citizens' Bond Oversight Committee Members</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> Goal 1 <input checked="" type="checkbox"/> Goal 2                      Goal 3 <input checked="" type="checkbox"/> Goal 4
<b>Recommended:</b>  _____ Tim Flood Assistant Superintendent/Vice President, Administrative Services	<b>Approved for Consideration:</b>  _____ Sunita V. Cooke, Ph.D. Superintendent/President

**BACKGROUND**

One of the two community-at-large representatives for the Independent Citizens' Bond Oversight Committee (ICBOC), William Howe, has resigned from the committee due to medical reasons, effective August 2, 2024.

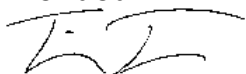
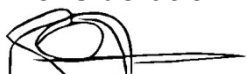
**STATUS**

A long-time resident of Cardiff-by-the-Sea, Mr. Howe has served on the ICBOC since April 2019. A former government contractor, now retired, Mr. Howe provided the ICBOC with valuable insight and feedback over his five years on the committee. We wish him well and thank him for his many years of service to the ICBOC.

In order to recruit for a new ICBOC community-at-large representative, the resignation of William Howe needs to be accepted by the board.

**RECOMMENDATION**

Accept resignation of MiraCosta Community College District Independent Citizens' Bond Oversight Committee community-at-large representative, as stated above.

<b>Subject:</b>  Adopt Resolution No. 2-24/25, Establish the District Appropriations (Gann) Limit for Fiscal Year 2024/25	<b>Attachment:</b>  1. Resolution No. 2-24/25, Establish the District Appropriations (Gann) Limit for Fiscal Year 2024/25 2. Gann Limit Worksheet Fiscal Year 2024/25
<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                      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**

Pursuant to Article XIII-B of the Constitution and Government Code (GC) section 7900, community college districts are required to compute an annual appropriations limit, commonly referred to as the Gann Limit. The Gann limit is the maximum amount of revenue the district can generate from secured and unsecured property tax, state subventions, trailer fees, general apportionments, and interest on tax proceeds as prescribed under the Gann limit legislation. The appropriations subject to limit are the amounts of revenue the district expects to receive during the next fiscal year for the categories of revenues listed above. The Gann Limit is calculated by multiplying the prior-year limit by (1) the statewide factor for per capita personal income change and (2) the district’s percentage change in FTES from the prior year to the current year. The Gann limit computation is completed to ensure the district will not generate more revenue than is allowable under the Gann regulations.

Beginning in 2021/22 and each fiscal year thereafter, if any community college district’s (CCD) Gann Limit exceeds its revenue from taxes (both local revenues and applicable state funding), then the CCD must decrease its limit to equal its proceeds of taxes, which increases the state’s Gann Limit by an equal dollar amount. Additionally, law requires a retroactive decrease of local appropriations limit for CCDs whose limit exceeded their proceeds of taxes. If a CCD should find itself over its Gann Limit for any reason, the CCD is required to increase its Gann Limit to an amount equal to its proceeds of taxes, which reduces the state’s Gann Limit by an equal dollar amount (see GC § 7902.1).

GC section 7908(c) requires each community college district to report annually to the Chancellor of the California Community Colleges its appropriations limit, appropriations subject

to limit, the amount of state aid apportionments and subventions included within the proceeds of taxes of the district, and amounts excluded from the appropriations subject to limit. This information is to be reported in the Annual Financial and Budget Report, CCFS-311 Gann Appropriations Limit form.

## **STATUS**

The district's FY2024/25 appropriations Gann limit is computed at \$167,918,342, which is higher than the expected revenue. The FY2024/25 Gann appropriations subject to limit is computed to be \$153,642,250. The district's appropriation subject to limit is lower by \$14,275,792.

## **RECOMMENDATION**

Adopt Resolution No. 2-24/25, to increase the district appropriations (Gann) limit for the fiscal year 2024/25, as detailed above in accordance with Government Code sections 7902-7910.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

**RESOLUTION NO. 2-24/25**

**ESTABLISH THE DISTRICT APPROPRIATIONS (GANN) LIMIT FOR FISCAL YEAR 2024/25 AS REQUIRED BY SENATE BILL 1352, CHAPTER 1205 OF 1980**

**WHEREAS**, on Nov. 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 appropriations limit each fiscal year beginning with 1981/82; and

**WHEREAS**, the documentation used in determining the appropriations limit for fiscal year 2024/25 be developed in accordance with provisions of Senate Bill 1352; and

**WHEREAS**, California Government Code Section 7910 provides that the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit and make other necessary determination for the following fiscal year pursuant to Article XIII B at a regularly scheduled meeting or noticed special meeting; and

**WHEREAS**, the Government Code 7902.1 provides that school districts may increase their Gann Limits under specified circumstances; and

**WHEREAS**, the documentation used in determining the appropriations limit for fiscal year 2024/25 are made in accord with applicable constitutional and statutory law;

**NOW THEREFORE, THE BOARD OF TRUSTEES OF THE MIRACOSTA COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:** establish a fiscal year 2024/25 appropriations limit of \$167,918,342.

**AND, BE IT FURTHER RESOLVED**, that this board does hereby declare that the appropriations in the budget for the 2024/25 fiscal year does not exceed the limitations imposed by Proposition 4.

**ADOPTED, SIGNED AND APPROVED this 15<sup>th</sup> day of August 2024.**

BOARD OF TRUSTEES OF THE  
MIRACOSTA COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Rick Cassar  
President, Board of Trustees

Attest:

By: \_\_\_\_\_  
Sunita V. Cooke, Ph.D.  
Secretary, Board of Trustees

STATE OF CALIFORNIA )  
 )ss  
SAN DIEGO COUNTY )

I, Sunita V. Cooke, Ph.D., do hereby certify that the foregoing is a true and correct copy of Resolution No. 2-24/25 which was duly adopted by the Board of Trustees of the MiraCosta Community College District at a meeting thereof held on the 15<sup>th</sup> day of August 2024, and that it was so adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

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

**California Community Colleges  
Gann Limit Worksheet  
Budget Year 2024-25**

DISTRICT: MIRACOSTA  
DATE: July 26, 2024

<b>I. Appropriations Limit:</b>			
A.	<b>Appropriations Limit</b>		\$ 147,601,838
B.	Price Factor:	<u>1.0362</u>	
C.	Population factor:		
	1 <b>2022-23</b>	Second Period Actual FTES	<u>8,457.6300</u>
	2 <b>2023-24</b>	Second Period Actual FTES	<u>9,285.5900</u>
		Population Change Factor	<u>1.0979</u>
	(C.2. divided by C.1.)		
D.	<b>Limit adjusted by inflation and population factors</b>		\$ 167,918,342
	(line A multiplied by line B and line C.3.)		
E.	Adjustments to increase limit:		
	1 Transfers in of financial responsibility	.....	
	2 Temporary voter approved increases	.....	
	3 Total adjustments - increase		-
F.	Adjustments to decrease limit:		
	1 Transfers out of financial responsibility	.....	
	2 Temporary voter approved increases	.....	
	3 Total adjustments - decrease		-
G.	<b>Appropriations Limit</b>		\$ 167,918,342
<b>II. Appropriations Subject to Limit</b>			
A.	State Aid <sup>1</sup>		\$ 3,898,329
B.	State Subventions <sup>2</sup>		660,000
C.	Local Property taxes		149,084,221
D.	Estimated excess Debt Service taxes		
E.	Estimated Parcel taxes, Square Foot taxes, etc.		
F.	Interest on proceeds of taxes		
G.	Less: Costs for Unreimbursed Mandates <sup>3</sup>		
H.	<b>Appropriations Subject to Limit</b>		\$ 153,642,550



**Please contact Jubilee Smallwood, jsmallwood@cccco.edu, for any instructions regarding the Gann Limit.**

<sup>1</sup> Includes Unrestricted General Apportionment, Apprenticeship Allowance, Prop 55 Education Protection Account tax revenue, Full-Time Faculty, Part-Time Faculty Compensation, Part-Time Health Benefits, Part-Time Faculty Office Hours

<sup>2</sup> Home Owners Property Tax Relief, Timber Yield Tax, etc...

<sup>3</sup> Local Appropriations for Unreimbursed State, Court, and Federal Mandates. This may include amounts of district money spent for unreimbursed mandates such as the federally-required Medicare payments and Social Security contributions for hourly, temporary, part-time, and student employees not covered by PERS or STRS.



<b>Subject:</b>  <b>Approve FF&amp;E Purchase for OCN Student Services Building</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> <input checked="" type="checkbox"/> Goal 1      Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> 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**

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. The need for FF&E items, specifically Dell Computers and equipment, is related to the project needs identified for the Student Services Building 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 Dell Technologies FCC UCOP C000000886546- Customer Agreement #2018-000068/0000 4206 for the purchase of specific items at the lowest cost and best overall value.





The equipment purchases have been identified with an estimated total cost not to exceed \$170,000 and are detailed below:

Project Name	Estimated Cost	Supplier
MCCD Student Services Building	\$170,000	Dell Technologies

Funds for equipment are budgeted within the Measure MM budget.

**RECOMMENDATION**

Authorize the assistant superintendent/vice president, administrative services to proceed with the procurement with Dell Technologies FCC UCOP C000000886546- Customer Agreement #2018-000068/0000 4206 for purchases in amount not to exceed \$170,000.

<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> ( <a href="http://miracosta.edu">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**

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 2024 = \$114,500.00), will be presented to the Board of Trustees for prior approval, but that contracts valued at less than the current Public Contract Code bid level may be presented to the board for ratification rather than prior to execution. All contracts ratified by the board shall be deemed to be fully executed district commitments and may not be subsequently cancelled, withheld or amended, unless determined by the vice president, administrative services to be a legally unenforceable obligation.

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

In accordance with Public Contract Code §22000 et seq. and Board Resolutions #13-10/11 and #14-10/11, the district may procure public works using the California Uniform Public Construction Cost Accounting Act (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  
June 25, 2024 - July 22, 2024**

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**

<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
24002804	Dreamscape Landscape & Maintenance	CDC Lawn Refurbishment (Fac)	\$53,983.00

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**

<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	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 - \$114,500**

<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
24002826	salesforce.com, Inc.	Board Agenda Item VIII.O	\$113,128.80
24003022	The PAPE Group Inc.	Equipment (Fac)	\$101,335.37
24002336	Sherman SM Wong	Legal Services (Bus Serv)	\$100,000.00
24002552	Uber Technologies, Inc.	Student Financial Aid (CARES)	\$100,000.00
24002893	Mod Research Consulting LLC	Contract Services (Strong Work)	\$100,000.00
24002598	Facilities Planning & Program Services	Contract Services (Fac)	\$97,266.00
24002585	T-Mobile USA Inc.	Contract Services (Lib)	\$90,000.00
24002420	Costco Wholesale	Blanket PO (CARES)	\$89,850.00
24002344	SC Commercial, LLC	Blanket PO (Fac)	\$85,000.00
24002754	United States Postal Service	Postage (Pur)	\$84,435.00
24003173	Pride Industries	Contract Services (Fac)	\$78,660.00
24003059	Aztec Landscaping, Inc.	Board Approved	\$75,000.00
24002896	Nick Schrock	Contract Services (Career Ed)	\$70,000.00
24002897	Intesa Communications Group LLC	Contract Services (Career Ed)	\$70,000.00
24003172	Open Biopharma Training Institute, Inc.	Contract Services (Biotec)	\$69,450.00
24003006	City of Carlsbad	Facility Rental (CEWD)	\$68,000.00
24002895	Marissa Harmon	Contract Services (Career Ed)	\$66,000.00
24003053	ePlus Technology, inc.	Software Renewal (ITS)	\$60,229.41
24002423	Liebert Cassidy Whitmore	Legal Services (Bus Serv)	\$60,000.00
24002565	CCT Technologies Inc.	BOT Agenda item VIII.M	\$58,692.00
24003097	Climatec LLC	Maintenance Agreement (Fac)	\$58,592.00
24002734	Career America, LLC	Software Renewal (ITS)	\$56,375.00
24002702	Sutton Environmental Services	Annual Maintenance (Fac)	\$56,000.00
24002883	Wilcon Operations LLC	Contract Services (ITS)	\$55,000.00
24002815	Turf Star Inc	Rolled FY 23/24 PO	\$52,238.71
24002998	San Diego Human Resources Consulting	Consulting (HR)	\$51,939.00
24002335	CliftonLarsonAllen LLP	Legal Services (Bus Serv)	\$50,000.00
24002686	ePlus Technology, inc.	Software Renewal (ITS)	\$49,491.96
24003139	CDW Government Inc	Software Renewal (ITS)	\$46,807.11
24002465	Pitney Bowes Inc	Postage (Pur)	\$46,654.67
24002290	West Coast Consulting Group Inc	Consulting Services (AS)	\$46,125.00
24002889	CBM Fundraising Services, LLC	Contract Service (Found)	\$44,870.00
24002438	Dovetail Decision Consultants, Inc	Consulting (Bus Serv)	\$43,970.00
24002558	TestGorilla B.V	Software Maintenance (HR)	\$43,920.00
24002721	Pathlock, Inc.	Software Renewal (ITS)	\$41,861.00

24002607	Josefina Sette	Contract Services (Biotec)	\$37,241.36
24002840	CollegeNET Inc	Software Renewal (ITS)	\$36,102.20
24002421	James Hayes	Contract Services (CLC)	\$36,000.00
24002431	Kelly Spicers Inc	Blanket PO (Pur)	\$35,722.50
24002803	Civitas Learning Inc	Software Maintenance (Stud Supp)	\$35,645.00
24002600	Archer Education, Inc	Contract Services (Stud Supp)	\$35,000.00
24003114	Mira Mesa Driving School	Board Agenda Item VIII.N 6/21/22	\$35,000.00
24002842	PeopleAdmin Inc	Software Renewal (ITS)	\$32,849.63
24002612	WestEd	Contract Services (Biotec)	\$32,501.00
24003154	NSWC Mechanical Service LLC	Contract Services (Fac)	\$32,220.50
24002944	Explore Colleges	Contract Services (Gear-Up)	\$31,120.00
24002608	Josefina Sette	Contract Services (Biotec)	\$30,900.00
24002564	Community College League of California	Software Renewal (ITS)	\$30,363.27
24002449	ACCJC	Membership (Accred)	\$30,105.00
24002894	Josh Shapiro	Contract Services (Career Ed)	\$30,000.00
24003071	Secure Families Foundation	Contract Services (Career Studies)	\$29,987.00
24002514	Konica Minolta Business Solutions	Contract Services (Pur)	\$29,868.00
24003020	Institute for the Future	Software Renewal (Bus Serv)	\$29,425.00
24003181	Carolina Biological Supply Co	Equipment instructional (Chemistry)	\$28,708.98
24002720	ImageSource	Software Renewal (ITS)	\$27,061.07
24003161	American Fidelity Administrative Service	Contract Services (HR)	\$27,000.00
24002629	Southwest Offset Printing	Printing (Comm Ed)	\$26,956.86
24002653	Open Biopharma Training Institute, Inc.	Contract Services (Career Stud)	\$25,542.00
24003152	Community College League of California	Membership (Pres)	\$25,315.00
24002841	Watermark Insights, LLC	Software Renewal (ITS)	\$25,296.61
24002979	PSC Investigations LLC	Services/repairs (POL)	\$25,000.00
24003153	Kim Center for Social Balance	Contract Services (CEWD)	\$25,000.00

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**

<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
24002846	Gig Talent, LLC.	Contract Services (HR)	\$24,520.00
24002659	Open Biopharma Training Institute, Inc.	Contract Services (Career)	\$24,500.00
24002899	Pathway Communications, Ltd	Equip and Installation (ITS)	\$24,195.00
24002707	Cart Mart Inc	Maintenace Agreement (Fac)	\$24,056.75
24002439	Dovetail Decision Consultants, Inc	Consulting (Bus Serv)	\$23,090.00
24002563	IBM Corporation	Software Renewal (ITS)	\$22,639.46
24002655	Open Biopharma Training Institute, Inc.	Contract Services (Career)	\$22,276.00
24002661	Open Biopharma Training Institute, Inc.	Contract Services (Career)	\$21,979.00
24002652	Open Biopharma Training Institute, Inc.	Contract Services (Career)	\$21,710.00
24002850	Flinn Scientific Inc	Blanket PO (Chem)	\$21,650.00
24002989	Biocom Institute	Contract Service (Biotech)	\$21,500.00
24002660	ServareGMP	Contract Services (Career)	\$21,384.00
24002479	Dell Marketing L P	Equipment (Allied Health)	\$20,589.15
24002654	Open Biopharma Training Institute, Inc.	Contract Services (Career)	\$20,322.00
24002793	Kent Schafer	Site Improvement (Fac)	\$20,160.00
24002610	Edstar, Inc.	Contract Services (Biotec)	\$20,000.00
24003171	Seagge Loy Abella	Contract Services (PIO)	\$20,000.00
24003166	Berney Insurance Agency	Insurance (HR)	\$20,000.00
24002988	Carolina Biological Supply Co	Blanket PO (Bio)	\$19,920.71
24002416	Valsoft Corp	Annual Software (Adm & St Sprt)	\$19,650.00
24002316	Ken Grody Ford	Blanket PO (Fac)	\$19,485.00
24002419	Smart & Final	Blanket PO (CARES)	\$19,000.00

24002844	Hardy Diagnostics	Blanket PO (Bio)	\$18,402.50
24003163	State of California	Contract services (HR)	\$17,000.00
24002561	Strata Information Group	Contract Services (Stud Supp)	\$16,250.00
24002315	American Battery Supply	Blanket PO (Fac)	\$16,237.50
24002570	Midwest Library Service	Blanket PO (Lib)	\$16,237.50
24002495	Scenario Learning LLC	Renewal Software (ITS)	\$15,745.00
24002569	EBSCO Industries	Blanket PO (Lib)	\$15,201.25
24002359	Home Depot	Blanket PO (Fac)	\$15,155.00
24002672	CulinArt Group	Blanket PO (EOPS)	\$15,155.00
24003051	Elsevier Inc.	Software (Bio)	\$15,104.78
24002453	EBSCO Industries	Library E-Resources (Lib)	\$15,000.00
24002452	CENGAGE Learning Inc / Gale	Library E-Resources (Lib)	\$15,000.00
24002473	Aira Tech Corp	Software Maintenance (Bus Serv)	\$15,000.00
24002603	Efficient Energy Company	Services (Fac)	\$15,000.00
24002644	Automated Regional Justice	Membership (Pol)	\$15,000.00
24002838	Cox Communications Inc	Contract Services (ITS)	\$15,000.00
24002924	CM Brewing Technologies LLC	Equipment (TCI)	\$14,992.63
24002618	Open Biopharma Training Institute, Inc.	Contract Services (Career)	\$14,463.00
24002638	Ace Uniforms	Blanket PO (Pol)	\$14,072.50
24002601	Facilities Planning and Consulting	Services (Fac)	\$14,000.00
24002398	Media Highway/PyraMED Health Systems	Software License (Hlth Svs)	\$13,849.07
24003028	Mango Technologies, Inc.	Contract Services (PIO)	\$13,826.48
24002907	Sun Ridge Systems Inc	Renewal Software (Pol)	\$13,808.00
24002923	McKesson Medical-Surgical Government	Blanket PO (Nurs)	\$12,990.00
24002690	Phoenix Group Information Systems	Contract Services (Pol)	\$12,980.00
24002833	Evoqua Water Technologies LLC	Maintenance Agreement (Fac)	\$12,697.00
24002297	MGI Advocacy Inc.	Consulting Services (AS)	\$12,000.00
24002694	County of San Diego Auditor & Controller	Contract Services (Pol)	\$12,000.00
24002812	WestAir Gases & Equipment Inc.	Blanket PO (Biotec)	\$12,000.00
24003186	Downs Government Affairs, LLC	Consulting (Pres)	\$12,000.00
24002739	CulinArt Group	Blanket PO (Equity)	\$11,907.50
24002482	PayScale Inc	Contract Services (HR)	\$11,900.00
24002746	South Orange County CCD	Contract Services (Bus Serv)	\$11,875.00
24002619	Open Biopharma Training Institute, Inc.	Contract Services (Career)	\$11,646.00
24002434	Dovetail Decision Consultants, Inc	Consulting (Bus Serv)	\$11,552.50
24002307	CollegeSource Inc	Contract Services (Std Svs)	\$11,546.00
24002302	Costco Wholesale	Blanket (CDC)	\$10,825.00
24002312	McKesson Medical-Surgical Government	Blanket PO (Hlth Svs)	\$10,825.00
24002487	CulinArt Group	Blanket PO (Guid Path)	\$10,825.00
24002521	Home Depot	Blanket PO (Fac)	\$10,825.00
24002547	Simplot Partners	Blanket PO (Fac)	\$10,825.00
24002695	CulinArt Group	Blanket PO (Gear-Up)	\$10,825.00
24002697	Costco Wholesale	Blanket PO (Gear-Up)	\$10,825.00
24002731	United States Postal Service	Postage (Pur)	\$10,825.00
24002780	Home Depot	Blanket PO (Theatre)	\$10,825.00
24003182	Digital Pro Inc	Printing (admissions & student services)	\$10,377.39
24003101	Toyotalift Inc	Supplies (Fac)	\$10,283.75
24002410	Costco Wholesale	Blanket PO (CARES)	\$10,150.00
24002411	Jacobs & Cushman SD Food Bank	Blanket (CARES)	\$10,000.00
24002412	Smart & Final	Blanket PO (CARES)	\$10,000.00
24002415	Stefanie M Maio	Consulting Services (SBDC)	\$10,000.00
24002424	Cauvel & Dacey P.C.	Legal Services (Bus Serv)	\$10,000.00
24002712	eCaptions	Contract Services (SAS)	\$10,000.00
24002813	Graduate Communications	Contract Services (Stud Supp)	\$10,000.00

24002892	Lizette Rodriguez	Contract Services (SBDC)	\$10,000.00
24002934	OverDrive	Subscription (Lib)	\$10,000.00
24003127	Max Lux Media LLC	Contract Services (PIO)	\$10,000.00
24003130	Denise Tanguay	Contract Services (PIO)	\$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.

<b>POs from \$5,000 - \$9,999</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
24002693	County of San Diego RCS	Contract Services (Pol)	\$9,912.00
24002888	HACU	Membership (Pres)	\$9,780.00
24002332	Batteries Plus	Blanket PO (Fac)	\$9,742.50
24002429	Grainger	Blanket PO (Fac)	\$9,742.50
24002437	Boot World	Blanket PO (Fac)	\$9,742.50
24002677	Pearson Education	Blanket PO (TCI)	\$9,742.50
24002418	FCCC	Institutional Membership (Fac)	\$9,688.14
24003019	Valsoft Corp	Software (Learn Center)	\$9,634.25
24002635	Stotz Equipment	Services and Supplies (Fac)	\$9,500.00
24002699	Faronics Technologies U S A Inc	Software Renewal (ITS)	\$9,103.50
24003070	National Conflict Resolution Center	Consulting (Diversity)	\$9,000.00
24002724	Instructure Inc	Software Renewal (ITS)	\$8,913.04
24002592	BSN Sports	Supplies (KHAN)	\$8,873.43
24002782	FormAssembly, Inc.	Software Renewal (ITS)	\$8,800.00
24002645	AT & T	Maintenance Agreement (Pol)	\$8,700.00
24002670	Freeform Clay and Supply	Blanket PO (Art)	\$8,660.00
24002930	Airgas Inc	Blanket PO (TCI)	\$8,660.00
24003138	Qualtrics LLC	Software Renewal (Inst. Research)	\$8,599.50
24002839	GradLeaders Inc	Software Renewal (Career Stud)	\$8,500.00
24002967	Thermo Solutions Services USA, Inc.	Contract Services (Bio)	\$8,345.18
24002391	McDannald Pump Systems Inc	Blanket PO (Fac)	\$8,000.00
24002681	PSI NEVADA BUSINESS TR	Contract Services (Pol)	\$8,000.00
24002906	Dri-Stick Decal Corporation	Supplies (Pol)	\$7,860.26
24002403	Turf Star Inc	Blanket PO (Fac)	\$7,577.50
24003012	Dell Marketing L P	Equipment - Technology (student services)	\$7,570.44
24002455	Image Access Inc	Warranty (Lib)	\$7,560.00
24002887	Association of Com Col Trustees	Insitutional Membership (Pres)	\$7,519.00
24002873	Minivan Productions LLC	Contract Services (Career Ed)	\$7,500.00
24003131	Frank McRock	Contract Services (PIO)	\$7,500.00
24003189	Justin Nunez	Contract Services (PIO)	\$7,500.00
24003190	Anne Krueger	Contract Services(PIO)	\$7,500.00
24003068	Nanalysis Corp	Postage and Shipping (chemistry)	\$7,469.25
24003031	Singlewire Software	Software Renewal (ITS)	\$7,108.50
24003168	CDW Government Inc	Equipment (ITS)	\$7,092.41
24002596	Daniel S. Reed	Maintenance Agreement (Music)	\$7,000.00
24002811	Sigma-Aldrich Inc	Blanket PO (Biotec)	\$7,000.00
24002650	Axon Enterprise	Software Renewal (Pol)	\$6,771.60
24002484	Konica Minolta Business Solutions	Contract Services (Pur)	\$6,717.84
24002348	Quest Diagnostics	Blanket PO (Hlth Svs)	\$6,495.00
24002499	CulinArt Group	Blanket PO (Stud Supp)	\$6,495.00
24003027	Intelligent Video Solutions LLC	Software Maintenance (Nurs)	\$6,447.00
24003197	Plant-Tek Inc	Contract services (facilities)	\$6,400.00
24002871	Qualtrics LLC	Software Renewal (Career Path)	\$6,142.50
24002664	Pacific Parking Systems Inc	Maintenance Agreement (Pol)	\$6,118.75
24002367	US Bank Card Services	Blanket PO (Fac)	\$6,000.00
24002371	Emlynrose R. Martinez	Blanket PO (Fac)	\$6,000.00

24002716	Facebook Inc	Blanket PO (PIO)	\$6,000.00
24002921	Accu-Prints	Blanket PO (Nurs)	\$6,000.00
24002320	Napa Auto Parts	Blanket PO (Fac)	\$5,953.75
24002709	CulinArt Group	Blanket PO (Biotech)	\$5,953.75
24003129	Charis Enterprises	Promotional items (PIO)	\$5,884.74
24002722	Analytics in HR B. V.	Online Training (HR)	\$5,850.04
24003100	Waxie Punchout	Supplies (Fac)	\$5,760.57
24002744	Siteimprove Inc	Software Renewal (ITS)	\$5,760.51
24002485	CD Advantage Group	Software Maintenance (Stud Supp)	\$5,692.00
24002997	Medical Shipment LLC	Instructional Supplies (Nurs)	\$5,655.70
24003075	Rebecca Smith	Contract Services (Career Ed)	\$5,500.00
24002435	Dovetail Decision Consultants, Inc	Consulting (Bus Serv)	\$5,463.00
24002584	BSN Sports	Supplies (KHAN)	\$5,429.72
24002321	Lawnmowers Plus Inc	Blanket PO (Fac)	\$5,412.50
24002381	Allied Refrigeration Inc	Blanket PO (Fac)	\$5,412.50
24002383	AC PRO	Blanket PO (Fac)	\$5,412.50
24002380	Consolidated Electrical Distributors Inc	Blanket PO (Fac)	\$5,412.50
24002428	Ferguson US Holdings, Inc.	Blanket PO (Fac)	\$5,412.50
24002442	Core & Main LP	Blanket PO (Fac)	\$5,412.50
24002520	Imperial Sprinkler Supply	Blanket PO (Fac)	\$5,412.50
24002522	Hi-Way Safety Inc	Blanket PO (Fac)	\$5,412.50
24002524	Grangetto's Farm & Garden Supply	Blanket PO (Fac)	\$5,412.50
24002526	Ewing Irrigation	Blanket PO (Fac)	\$5,412.50
24002530	Aramark	Blanket PO (Fac)	\$5,412.50
24002546	SiteOne Landscape Supply LLC	Blanket PO (Fac)	\$5,412.50
24002620	VWR International LLC	Blanket PO (Bio)	\$5,412.50
24002632	Follett Higher Education Group, LLC	Blanket PO (EOPS)	\$5,412.50
24002634	CulinArt Group	Blanket PO (EOPS)	\$5,412.50
24002775	Home Depot	Blanket PO (Art)	\$5,412.50
24002778	Blick Art Materials	Blanket PO (Art)	\$5,412.50
24002929	Lowe's	Blanket PO (TCI)	\$5,412.50
24002932	CulinArt Group	Blanket PO (CARES)	\$5,412.50
24003073	Vestis Group, Inc.	Blanket PO (Fac)	\$5,412.50
24002360	AmeriGas	Blanket PO (Fac)	\$5,000.00
24002806	Bio Rad Laboratories	Blanket PO (Biotec)	\$5,000.00
24002874	Kelley Ann Ring	Contract Services (Career Ed)	\$5,000.00
24002962	Sheppard Mullin Richter & Hampton LLP	Contract Services (HR)	\$5,000.00
24003040	Name Badges, Inc.	Blanket PO (PIO)	\$5,000.00
24003069	Venus Designs Inc	Consulting (instructional services)	\$5,000.00
24003137	Laura Hofmann	Consulting (career services)	\$5,000.00

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

<b>Change Orders</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	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.

<b>Construction Contract Change Orders</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
	No Entries This Month		

<b>Total Contract Expenditures: \$5,053,400.30</b>
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**Ratify MCC purchase orders 24002294 through 24003270**

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

**MOUs / Grants / Instructional / Miscellaneous Agreements**

<b>Contract #</b>	<b>Other Party</b>	<b>Description</b>	<b>Amount</b>
2400090_SCON	Secure Families Foundation	Internship Agreement	\$29,987.00
2400096_SCON	Rawhide Ranch	Curriculum Instruction	\$0.00

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

**Facilities Use Agreements**

<b>Contract #</b>	<b>Licensee</b>	<b>Description</b>	<b>Amount</b>
24000087_SCON	Museum of Making Music	North Coastal New Horizons Concert	\$650.00
24000088_SCON	Gamepoint Basketball	Youth Basketball Practice	\$10,125.00
24000089_SCON	NVA USA	San Diego Wild Volleyball Games	\$1,582.50
24000104_SCON	CATALYST of SD & Imperial Counties	Stop the Hate Regional Convening	\$217.50
24000107_SCON	California Highway Patrol	CHP K-9 Training	\$0.00



**Capital Improvement Program Contract and Purchase Order Ratification List  
June 25, 2024 - July 22, 2024**

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 Greater Than \$25,000**

PO #	Vendor	Description	Amount
24002615	Waxie Sanitary Supply	04202 Waxie Big Belly Trach and Recycling Station	\$46,485.79
24002614	Spacesaver Intermountain	04202 Chem Bio Storage Shelves (OC)	\$26,653.51

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
24003148	CDW Government Inc	04203 Spectrum Lecterns and Credenzas (OC)	\$18,899.06

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
24002862	CDW Government Inc.	04216 Technology Equipment for MESA And TLC (OC)	\$4,125.31
24003178	VWR International LLC	04202 Drug Library Updating and Packaging (OC)	\$1,680.82
24002701	Shadpour Consulting Engineers Inc.	04202 HVAC IAS Controls Design (OC)	\$966.00

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

**Change Orders**

PO #	Vendor	Description	Amount
	No Entries This Month		


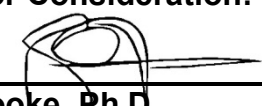
In accordance with Public Contract Code Sections 20651, 20655, 20659, Education Code Section 81656, and Board Agenda Item VIII.L (12/9/15), the following transactions were entered into and approved by the vice president, administrative services.

**Construction Contract Change Orders**

PO #	Vendor	Description	Amount
	No Entries This Month		

**Total Contract Expenditures: \$98,810.49**

**Ratify purchase orders — 24002615, 24002614, 24003148, 24002701, 24002862, 24003178**

<b>Subject:</b>  <b>Adopt Resolution No. 3-24/25: Award Contract for DSA Inspector of Record Services for OCN 3000 Series Project No. 04205</b>	<b>Attachment:</b>  <b>Resolution No. 3-24/25: Award Contract for DSA Inspector of Record Services for OCN 3000 Series Project No. 04205</b>
<b>Category:</b>  <b>Action Items</b>	<b>Type of Board Consideration:</b>  <b>Information          Consent          Action</b> <div style="text-align: right; margin-right: 50px;">✓</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;"> <div style="text-align: center;">✓ <b>Goal 1</b></div> <div style="text-align: center;">✓ <b>Goal 2</b></div> <div style="text-align: center;"><b>Goal 3</b></div> <div style="text-align: center;">✓ <b>Goal 4</b></div> </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**

The district previously established a pool of DSA Project Inspectors pursuant to a Request for Qualifications and Proposals for District projects. The pool participants consist of multiple firms and individuals, each of which have a Master Services Agreement with the district to provide DSA Project Inspector Services.

On July 3, 2024, the district issued a Request for Proposals for DSA Inspector of Record services through the Planet Bids Vendor Portal for the OCN 3000 Series Project commonly referred to as the Oceanside Communications Hub, Equity Village and Student Center Project, Project No. 04205 (“Project”). The Project is subject to DSA jurisdiction.

The Project consists of: (1) a complete removal of four existing buildings (3000, 3100, 3200, 3300) on the existing Oceanside campus site; (2) partial removal of envelope, interior components, and building systems of existing buildings 3400 and 3700; and (3) new work consisting of the construction of one new single story Communications Hub building, construction of envelope infill, interior and exterior renovation, and MEP upgrades of existing buildings 3400 and 3700, as well as related site work improvements.

**STATUS**

Proposals were received on July 17, 2024. The proposals were reviewed and evaluated by district staff and the Program Management Office (Kitchell CEM Inc.) on a best value basis.

The successful proposer was Consulting & Inspection Services, LLC. with a Base Proposal price of \$351,120. The amount is based on an estimated construction schedule of 77 weeks

from a start date of September 18, 2024, through March 12, 2026; 38 hours per week; and at a rate of \$120 per hour, for a DSA Project Inspector (Class 1).

Upon approval of this item, a Project Assignment Amendment (also referred to as a Task Order) will be issued to Consulting & Inspection Services, LLC. under the existing Master Services Agreement that firm has with the district.

## **RECOMMENDATION**

Adopt Resolution No. 3-24/25: Award Contract for DSA Inspector of Record Services for OCN 3000 Series Project No. 04205.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

**RESOLUTION NO. 3–24/25  
AWARD CONTRACT FOR DSA INSPECTOR OF RECORD SERVICES FOR OCN 3000  
SERIES PROJECT NO. 04205**

**WHEREAS**, the District previously established a pool of DSA Project Inspectors pursuant to a Request for Qualifications and Proposals for District projects;

**WHEREAS**, the pool participants consist of multiple firms and individuals each of which have a Master Services Agreement with the District to provide DSA Project Inspector Services;

**WHEREAS**, on July 3, 2024, the district issued a Request for Proposals for DSA Inspector of Record services through the district’s Planet Bids Vendor Portal for the OCN 3000 Series Project commonly referred to as the Oceanside Communications Hub, Equity Village and Student Center Project, Project No. 04205 (“Project”). The Project is subject to DSA jurisdiction;

**WHEREAS**, the Project consists of: (1) a complete removal of four existing buildings (3000, 3100, 3200, 3300) on the existing Oceanside campus site; (2) partial removal of envelope, interior components, and building systems of existing buildings 3400 and 3700; and (3) new work consisting of the construction of one new single story Communications Hub building, construction of envelope infill, interior and exterior renovation, and MEP upgrades of existing buildings 3400 and 3700, as well as related site work improvements;

**WHEREAS**, proposals were received on July 17, 2024;

**WHEREAS**, the proposals were reviewed and evaluated by the Program Management Office, (Kitchell CEM Inc.) and District Staff on a best value basis;

**WHEREAS**, the Program Management Office and District Staff have identified the successful Proposer as Consulting & Inspection Services, LLC. with a Base Proposal price of \$351,120. The amount is based on an estimated construction schedule of 77 weeks from a start date of September 18, 2024, through March 12, 2026; 38 hours per week, and at a rate of \$120 per hour for a DSA Project Inspector (Class 1);

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

**FOLLOWS:** The board accepts and approves the recommendations of district staff and the Program Management Office; and

**AND, BE IT FURTHER RESOLVED**, the board directs district staff and the Program Management Office to enter into a Project Assignment Amendment (also referred to as a Task Order) for Inspector of Record Services with Consulting & Inspection Services, LLC for the OC 3000 Series Project commonly referred to as Oceanside Communications Hub, Equity Village and Student Center Project, Project No. 04205 in the not to exceed amount of \$351,120.

**ADOPTED, SIGNED AND APPROVED this 15<sup>th</sup> day of August 2024.**

BOARD OF TRUSTEES OF THE  
MIRACOSTA COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Rick Cassar  
President, Board of Trustees

Attest:

By: \_\_\_\_\_  
Sunita V. Cooke, Ph.D.  
Secretary, Board of Trustees

STATE OF CALIFORNIA )  
  )ss  
SAN DIEGO COUNTY     )

I, Sunita V. Cooke, Ph.D., do hereby certify that the foregoing is a true and correct copy of Resolution No. 3-24/25 which was duly adopted by the Board of Trustees of the MiraCosta Community College District at a meeting thereof held on the 15<sup>th</sup> day of August 2024, and that it was so adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

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

<b>Subject:</b> Human Resources Division Board 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>Information </span> <span>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>Goal 4 </span> </div>
<b>Recommended:</b>  <hr style="width: 100%; border: 0.5px solid black;"/> <b>Charlie Ng</b> Vice President, Human Resources	<b>Approved for Consideration:</b>  <hr style="width: 100%; border: 0.5px solid black;"/> <b>Sunita V. Cooke, Ph.D.</b> Superintendent/President

**Open Enrollment**

The district is beginning the first full year for open enrollment with Self-Insured Schools of California (SISC), a Joint Powers Authority that pools resources from public schools in California. Human Resources and Information Technology Services staff have been working diligently to prepare the open enrollment period for benefited employees of the district, which will be offered from August 9 – 23, 2024, to align with Self-Insured Schools of California’s (SISC) plan year of October 1 – September 30. Because this is the second open enrollment experience with Self-Insured Schools of California (SISC), the district has strengthened and enhanced the integration of services and support for the district and its employees. The district will send four communication pieces to benefits-eligible employees to remind them of the open enrollment period, and schedule four hybrid drop-in sessions to assist employees with their benefits questions. The result of these efforts is intended to provide an efficient benefits enrollment process, allowing employees to review, select, and manage their benefits with ease and confidence.

**EEO Grant Leadership Development Project Update**

The district has launched a leadership development program that incorporates the “train-the-facilitator” approach. The program is ten months long, and the first cohort is a pilot cohort to help the district refine all aspects of the program before making it available campus wide. Two sessions have been completed in the past two months: 1) From Me to We (leadership and management) was facilitated by Dr. Sunny Cooke, superintendent/ president, and Self Awareness was facilitated by Dr. Nick Mortaloni, dean of Student Affairs. The initial feedback has been both very positive and constructive. The remaining modules have assigned facilitators, and schedules have been identified. The program is scheduled to be completed in spring 2025.

## **EEO Grant Onboarding Project Update**

The onboarding project will focus on building a sense of belonging, engagement, and integration into MiraCosta College's inclusion, diversity, equity, and accessibility-focused culture for new employees and developing tools, resources, and/or training that supports supervisors and managers in providing department specific onboarding that sets new employees up for success.

The project team has made substantial progress in Phase 2 of the EEO Grant Onboarding Project. The team has developed and finalized a draft outline for the new employee orientation sessions and created a comprehensive PowerPoint presentation and orientation experience.

Our ongoing efforts include developing a customizable onboarding checklist for new employees, focusing on post-orientation, department training, and networking activities. The project provides for an internal onboarding checklist template for HR and hiring managers and solidifies structured check-in strategies for new employees, HR, and managers. The team is also outlining content for the new employee online resource hub and determining responsibility for updates, as well as building the framework for impact analysis to measure the effectiveness of our onboarding process. The experience is expected to launch and begin training for hiring managers in October.

## **Professional Development**

The professional development steering committee convened in the 2023/24 academic year to contemplate the possible future of professional development and learning for the college and collaborated on the co-creation of a comprehensive program of professional development for MiraCosta College employees. These discussions included the process associated with professional development for faculty, classified professionals, and administrators such as regular coordinating meetings, needs assessments, procuring content and programming needs when needed, and providing other support for professional development committees. To meet the objectives of developing a comprehensive program of professional development while maintaining the interests of the faculty, classified professionals, and administrators, the committee developed a combination of recommendations that applied to all stakeholders and then other recommendations specific to a particular stakeholder group. The recommendations were made at the end of the spring 2024 semester, and the executive management team is evaluating and assessing the feasibility of implementing some of the recommendations.

## **Workplace Violence Prevention Program**

SB 553 was signed into law on September 30, 2023, and went into effect on July 1, 2024. Cal/OSHA requires employers to develop and implement a Workplace Violence Prevention Plan (WVPP). Human Resources developed a WVPP in spring 2024, which integrated existing Workplace Violence district policies with the new requirements of the law. HR worked with employee groups to get feedback, and a revised WVPP was published on July 1, 2024. SB 553 also requires mandatory annual training for all employees. Risk Management is conducting live Zoom training on August 9, with a live Q&A offered afterwards. Risk Management is also holding recurring "open office" hours on Tuesday afternoons for anyone to seek clarification regarding the WVPP. Moving forward, a recorded version of the training will be assigned via the MIST system, and Risk Management will continue holding live Q&As periodically for employees.

## **Skills-Based Testing – TestGorilla**

In July, Human Resources transitioned to a new skills-based testing platform called TestGorilla, replacing the previous system, eSkill. TestGorilla offers an extensive range of skills tests in areas such as software proficiency, communication, time management, problem-solving, and more. Additionally, the district has the capability to create custom tests as needed.

As part of the recruitment process, skills testing remains optional and is determined by the screening and interview committee for each recruitment. These committees will collaborate with Human Resources technicians and the Human Resources supervisor to select the most relevant and beneficial skills tests for each specific position. The skills test results report from TestGorilla is clear and comprehensive, enabling interviewers to quickly understand and evaluate candidates' strengths and areas for growth.

TestGorilla's platform and tests are designed in accordance with the standards of the Equal Employment Opportunity Commission (EEOC) to reduce unconscious bias in the hiring process. They continuously monitor the platform and tests to ensure fairness and impartiality across various demographics, including gender identity, race/ethnicity, and age.