



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

REGULAR MEETING
4 P.M. – THURSDAY – FEBRUARY 23, 2023
BOARDROOM (T-200) – OCEANSIDE CAMPUS
1 BARNARD DRIVE – OCEANSIDE, CA

AGENDA

- I. CALL TO ORDER
- II. FLAG SALUTE / ROLL CALL
- III. APPROVE MEETING MINUTES
 - A. Special Meeting/Closed Session of January 26, 2023
 - B. Regular Meeting of January 26, 2023
- IV. PUBLIC COMMENT ON ITEMS ON AND NOT ON THE AGENDA

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

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

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

- V. CHANGES IN AGENDA ORDER
- VI. PRESENTATIONS
 - A. Sabbatical Report from Faculty – Karl Cleveland
 - B. Sabbatical Report from Faculty – Sean Davis
- VII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
- B. Approve Academic Personnel Advancement
- C. Approve Reorganization of First Year Forward Program
- D. Approve Reorganization of Campus Assessment, Resources, and Education (CARE) – Student Services
- E. Approve Reorganization of Admissions and Records
- F. Curriculum Approval for 2023/24 Catalog, Part II
- G. Approve EKC Enterprises, Inc. Equipment Purchase
- H. Approve Purchase of Wireless Site Surveys
- I. Approve 2022/23 COVID-19 Emergency Conditions Allowance Mid-Year Update
- J. Approve Agreement with Health Services Academy, Inc. dba PhlebotomyU
- K. Approve Contract with Rx Research Services Foundation for Apprenticeship Pathways Training in Food Safety
- L. Ratify Budget Transfers/Revisions
- M. Ratify and Approve Contracts and Purchase Orders

VIII. ACTION ITEMS

- A. Approve FY2023/24 Nonresident Tuition Fee
- B. Approve District’s Participation in Internal Revenue Service 179D Program and Use of Foundation for California Community Colleges’ Agreement
- C. Award of Contract for Bid #C05-23 Technology Career Institute Improvements

IX. SECOND READING – BOARD POLICIES (Action Required)

- A. Board Policy 5035 – Withholding of Student Records

X. PERIODIC REVIEW – BOARD POLICIES (Action Required)

- A. Board Policy 5300 – Student Equity

XI. INFORMATION

- A. Second Quarter Fiscal Report

XII. COLLEGE-RELATED REPORTS

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

XIII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

XIV. ADJOURNMENT

UPCOMING MEETING

**4 p.m. – March 16, 2023
Regular Meeting and
Board Workshop**

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



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

MINUTES OF SPECIAL MEETING/CLOSED SESSION

**JANUARY 26, 2023
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, December 15, 2022, in Conference Room 1054 on the Oceanside Campus. President Frank Merchat called the meeting to order at 2:23 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

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

Board members absent: William Fischer

Administrators present:

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

Others present:

Legal Counsel Brian Walter
Legal Counsel Randy Winet

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

None.

IV. DECLARE NEED FOR CLOSED SESSION

At 2:23 p.m., the board announced the need to enter closed session to discuss the following topics:

A. Conference with Labor Negotiators

(Pursuant to Government Code Section 54957.6)

Agency designated representatives: Superintendent/President Sunita V. Cooke, Assistant Superintendent/Vice President, Human Resources Charlie Ng
Employee organizations: Faculty Assembly, Classified Administrators, Classified Senate

B. Conference with Legal Counsel

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

Anticipated Litigation, Number of Potential Cases: 2

- JPA 20-05413
- JPA 23-05816

- C. Conference with Legal Counsel
(Pursuant to Government Code section 54956.9(d)(1))
Existing Litigation, Number of Potential Cases: 1
 - John Martin, et al. v. Board of Governors of the California Community Colleges, et al., Case No. 34-2022-00328402-CU-OE-GDS
- D. Employee Discipline/Dismissal/Release, Number of Potential Cases: 1
(Pursuant to Government Code section 54957)

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

At 3:53 p.m., the board returned to open session to report the following:

- A. **Conference with Labor Negotiators**
(Pursuant to Government Code Section 54957.6)
Agency designated representatives: Superintendent/President Sunita V. Cooke, Assistant Superintendent/Vice President, Human Resources Charlie Ng
Employee organizations: Faculty Assembly, Classified Administrators, Classified Senate

No report.

- B. **Conference with Legal Counsel**
(Pursuant to Government Code section 54956.9(d)(2))
Anticipated Litigation, Number of Potential Cases: 2
 - JPA 20-05413
 - JPA 23-05816

No report.

- C. Conference with Legal Counsel
(Pursuant to Government Code section 54956.9(d)(1))
Existing Litigation, Number of Potential Cases: 1
 - John Martin, et al. v. Board of Governors of the California Community Colleges, et al., Case No. 34-2022-00328402-CU-OE-GDS

No report.

- D. Employee Discipline/Dismissal/Release, Number of Potential Cases: 1
(Pursuant to Government Code section 54957)

No report.

VI. ADJOURNMENT

The meeting adjourned at 3:53 p.m.

MINUTES APPROVAL:

Frank Merchat
President

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



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

MINUTES OF REGULAR MEETING

**JANUARY 26, 2023
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, January 26, 2023, in-person in the Boardroom, Room OCT 200, at the Oceanside Campus. Vice President Frank Merchat called the meeting to order at 4:06 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
Raye Clendening	Anna Pedroza
George McNeil	Jackie Simon
	Inayah Abdulmateen (Student Trustee)

Board members absent:

William Fischer

Administrators present:

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

III. BOARD ORGANIZATIONAL ACTION

A. Administer Oath of Office to Board Members

Superintendent/President Cooke administered the oath of office to re-elected Trustee Pedroza.

IV. APPROVE MEETING MINUTES

A. Special Meeting/Closed Session of December 15, 2022

B. Organizational Meeting of December 15, 2022

By motion of Trustee McNeil, seconded by Trustee Simon, the board approved the special meeting/closed session minutes of December 15, 2022, and the organizational meeting of December 15, 2022.

Vote: 5/1/1

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

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

None.

VI. CHANGES IN AGENDA ORDER

None.

VII. PRESENTATIONS

A. Legislative Update

Superintendent/President Sunny Cooke, Assistant Superintendent/Vice President Tim Flood, and Interim PIO Rita Soza provided a general overview of the federal and state political climate, legislation/policy, and budget. The topics were presented in advance of the CCLC and ACCT advocacy efforts.

Soza reported on the local elections and their results, including Mike Levin who won the 49 Congressional District, Catherine Blakespear who won 38 State Senate District, Laurie Davis who won 74 State Assembly District, Tasha Boerner Horvath who won 77 State Assembly District, Terra Lawson Remer – County District 3, and Jim Desmond – County District 5

Cooke reported that she and Trustees Clendening and Merchat will be heading to Sacramento in the morning for the Annual Legislative Conference. She reviewed bills of interest, legislative priorities, 2023 notable state bills, the BA degrees status, and difficulties with the 50% Law.

Flood reported on budget items of interest, which included the Governor's draft for community colleges, with most of the budget focused on COLA, which is 8.13 percent (does not impact MiraCosta). January budget additional highlights include fire protection, chief business officer training programs, and student retention. Student housing has been delayed along with student housing revolving funds. Policy changes were also in the discussion, and include dual enrollment, one-unit service-learning course for high school students, roadmap goals, and committed to the Cal Grant Reform Act.

B. FY2022 Annual District and Measure MM Audit Presentation

Assistant Superintendent/Vice President Tim Flood provided an overview of the FY2022 Annual District Financial and Measure MM Audit. The district received an Unmodified Opinion, that is, the district complied, in all material respects, with the compliance requirements for financial statements, federal awards, and state awards as of June 30, 2022. The result of the audit also noted that there were no material weaknesses or significant deficiencies on internal controls over financial reporting.

A representative of the audit firm of Eide Bailly, LLP (Rachel Green) presented the audit report and answered questions from the trustees.

VIII. CONSENT ITEMS

- A. **Ratify Recommendations of Superintendent/President in Approving Personnel Actions**
- B. **Approve Employment Contract for Professional Expert**
- C. **Approve Employment Contract for Interim Dean of Admissions and Student Support**
- D. **Approve Employment Contract for Interim Dean, School of Letters, Humanities, and Communication Studies and San Elijo Site Administrator**
- E. **Approve Classification of New Position, Job Description, and Salary for Grant Activity Director Pending State Award of the MESA Grant**
- F. **Ratify Memorandum of Understanding 23-01 between the MiraCosta Community College District and Faculty Assembly**
- G. **Ratify Memorandum of Understanding 23-02 between the MiraCosta Community College District and Faculty Assembly**
- H. **Ratify Memorandum of Understanding 23-01 between the MiraCosta Community College District and Classified Administrator Association**
- I. **Ratify Memorandum of Understanding 23-01 between the MiraCosta Community College District and Classified Senate**
- J. **Approve Reorganization of Instructional Services: Dean, Nursing, Allied Health and Wellness Programs; Job Description: Dean, Nursing, Health and Wellness**
- K. **Approve Purchase for Wireless Access Points Replacement/Upgrade Project**
- L. **Ratify and Approve Contracts and Purchase Orders**

By motion of Trustee McNeil, seconded by Trustee Simon, consent items A-K were approved.

Vote: 6/0/1
 Aye: Cassar, Clendening, McNeil, Merchat, Pedroza, Simon
 Abstentions: None
 Absent: Fischer

By motion of Trustee McNeil, seconded by Trustee Simon, consent item L was approved.

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

IX. FIRST READING – BOARD POLICIES

A. Board Policy 5035 – Withholding of Student Records

Proposed edits to Board Policy 5040 – Withholding of Student Records was reviewed and discussed, and the policy will be placed on a future agenda for adoption.

X. INFORMATION

A. Annual Financial Audit Services and Performance Audit of the Building (Measure MM) Fund for FY2022/23

The Annual Financial Audit for FY 2022/23 was reviewed for information.

B. Spring 2022 and Summer 2022 Credit Graduate List

The spring and summer 2022 credit graduate list was provided for information.

All board members agreed that in the future this information item does not need to be included in the board agenda. The stats can be included in a report to the board each year along with all other graduation statistical information.

XI. COLLEGE-RELATED REPORTS

A. Trustees Activities

Trustee Simon virtually viewed the campus All College Day event and a Carlsbad City Council meeting. Trustee McNeil attended the MLK Breakfast, All College Day, and several Spartan basketball games. Trustee Clendening attended the MLK Breakfast, All College Day, a Spartan basketball game, and listened to a CCCT webinar. She was also present at the TCI for the Levin press conference on January 20, and passed out a flyer to other board members for an event put on by the Oceanside Human Relations Commission. Trustee Cassar attended the MLK Breakfast, All College Day, and the press conference at the TCI. Trustee Merchat spoke at the TCI Levin press conference on January 20, where Representative Levin presented MiraCosta College with \$1 million to support workforce training programs.

B. Students

Student Trustee Inayah Abdulmateen reported the ASG is trying to improve the presence on campus with the creation of a few more events, including the first in-person senate meeting happening tomorrow, January 27.

C. Classified Employees

Classified Senate President Carl Banks thanked the board for approving the Classified Senate Telework MOU. He reported that he attended the Human Connections event that took place last Thursday where about 60 classified professionals took part in this outstanding event. He also attended All College Day and is looking forward to working this semester on the committee for professional development. He reminded all to try and attend tomorrow night's Spartan Tailgate Party, hosted by the Classified Senate.

D. Faculty

Academic Senate President Leila Safaralian reported more than 200 employees attended the Human Connections event last Thursday. The goal was to bring people together for connection and it was a huge success. She said that Flex Week had a very productive set of workshops, and the ACP event that took place today was a success. The Academic Senate will hold their elections this year, and the president elect position is open.

E. Vice Presidents

1. Instructional Services

Assistant Superintendent/Vice President Pescarmona thanked the board for approving the hiring of Russell Waldon as the Interim Dean at the San Elijo Campus. She also thanked the board for donating the use of the Board Room in the newly remodeled Administration Building, which is now being used by the Stem and Tutoring Center during the Library remodel. MiraCosta recently received an award letter for the MESA grant, which is \$1.4 million grant over the next five years to support our disproportionately impacted students who are pursuing STEM degrees. She thanked the Academic Senate for approving Latin Honors for BA degrees in biomanufacturing. She visited and outreach event at San Dieguito Academy with Jonathan Gomez and received outstanding compliments from parents.

2. Student Services

Assistant Superintendent/Vice President Wojcik welcomed Bridget Herrin as Interim Dean of Admissions and Student Support. She reported there is still an ongoing struggle with fraudulent enrollments that has hampered the enrollment process, but they are working through it. Approximately 1,800 emergency grant application have been received as of today and the CARE Program has secured extended services in transportation. And, lastly, Student Services won the Rock, Paper, Scissors competition at All College Day.

3. Administrative Services

Assistant Superintendent/Vice President Flood reported on cybersecurity and said that our ITS Department had to complete two surveys, which determined if we were a high, medium, or low risk. MiraCosta College came in as a low risk. He thanked our ITS and facilities team, and all the departments involved in the move, for a seamless start to the semester. Katie White announced her retirement today, which will be a tremendous loss to the campus.

4. Human Resources

Assistant Superintendent/Vice President Ng reported that Human Resources has moved back into their renovated space in the Administration Building and thanked all for their help. It is now faculty hiring season and many in his department attended a state job fair last Saturday, and there will be a SDICCCA job fair this Saturday at Miramar College. Faculty hiring committee training is underway, and we are applying for an EEO grant centered around onboarding and professional development.

F. Superintendent/President

Superintendent/President Cooke clarified that Nick Mortaloni was the overall winner of Rock, Paper, Scissors competition at All College Day. She thanked the Facilities and ITS teams who did a remarkable job getting the Administration building ready for all to move back in, and we are all so pleased to be back. Along with the Mike Levin event last Friday, the Technology Career Institute hosted a tour for the Carlsbad City Manager and Carlsbad Economic Development folks, and they were in awe of what we get accomplished in that facility. They have asked us to give a presentation to the Carlsbad City Council on what TCI does. She thanked all who helped with organizing All College Day as it was a bit of a challenge this time due to staffing shortages. She reported that she recently did a presentation on our efforts around small business support and attended a private meeting afterwards with the CA Department of Rehab (which included one of our Alumni) and SHERM. The meeting was about a Grant they want to offer us for training around readying organizations to hire more people with disabilities. She will be speaking at the upcoming CCLC conference regarding SDICCCA's approach to advocacy and presenting at the AACC conference in March on our Futures and equity work. PTK has awarded one of our nursing students a scholarship to pay for the NCLEX exam. She is delighted to report that the LIFE group is now back on campus for their weekly Friday meetings, and they were so grateful to Bobby Mueller and all his efforts to get them back up and running with technology.

XII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

None.

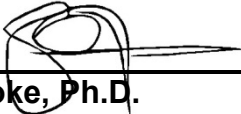
XIII. ADJOURNMENT

The meeting adjourned at 5:56 p.m.

MINUTES APPROVAL:

Frank Merchat
President

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

Subject: Sabbatical Leave Report – Professor Karl Cleveland	Attachment: None
Category: Presentations	Type of Board Consideration: ✓ Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: ✓ ✓ ✓ Goal 1 Goal 2 Goal 3 Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

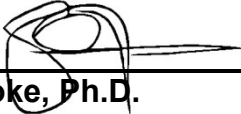
The Board of Trustees periodically receives sabbatical leave reports from faculty members.

STATUS

Media Arts and Technologies Department Professor Karl Cleveland will review his fall 2021 sabbatical leave, during which he studied advanced JavaScript, creative coding and algorithmic art, as well as traditional printmaking.

RECOMMENDATION

For information only.

Subject: Sabbatical Leave Report – Professor Sean Davis	Attachment: None
Category: Presentations	Type of Board Consideration: ✓ Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: ✓ ✓ ✓ Goal 1 Goal 2 Goal 3 Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

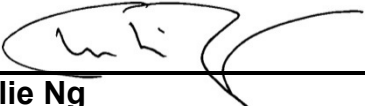
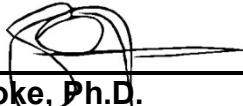
The Board of Trustees periodically receives sabbatical leave reports from faculty members.

STATUS

Sociology Department Professor Sean Davis will present his sabbatical leave (spring 2022), during which he developed an Open Educational Resource multimedia textbook for his SOC 130 Introduction to Gender Studies course.

RECOMMENDATION

For information only.

Subject: Ratify Recommendations of Superintendent/President in Approving Personnel Actions	Attachment: None
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> Information ✓ Consent Action </div>
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <div style="display: flex; justify-content: space-around; align-items: center;"> Goal 1 Goal 2 ✓ Goal 3 Goal 4 </div>
Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

STATUS

1. Resignation of classified employee Rebekah Kennedy, Police Support Assistant I, position P-00321, effective March 1, 2023.
2. Employment of regular classified employee Ana Aragon, Administrative Assistant to the Dean, Instructional Services, position P-10015, salary range 24, step 1, \$5,978.50 per month, full-time, 12 months per year, effective February 27, 2023. Ana was selected through an open recruitment process.
3. Permanent change of assignment for Daniel Arey, Vehicle and Equipment Maintenance Assistant, Grounds, position P-00398, has accepted the position of Lead Vehicle and Equipment Mechanic, Grounds, salary range 28, longevity year 6, \$8,429.33 per month, full-time, 12 months per year, effective February 10, 2023. Daniel was selected through an open recruitment process.
4. Temporary additional assignment for the following Classified Employees:

Travis Blunt, Police Community Service Officer, position P-00302, will serve as a Custodian, Custodial Services, position P-03501, as needed, range 10, step 1, \$23.03 per hour, effective February 24 – June 30, 2023.

Elizabeth Lurenana, Administrative Assistant, Foundation and Development, Institutional Advancement, will serve as an Administrative Support Assistant III, Honors, position P-09941, as needed, range 20, step 1, \$30.73 per hour, effective January 27 – June 30, 2023.

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

Vanessa DiBenedetto, Administrative Support Assistant III, Veterans Services, position P-06172, will serve as an Interim Student Services Specialist, Veterans Services, range 21, longevity year 7, \$7,156.50 per month, effective February 1 - June 30, 2023.

Sylvia Harrington, Human Resources Assistant, position P-05832, will serve as an Interim Human Resources Technician, range 21, step 5, \$6,687 per month, effective February 27 - June 30, 2023.

Shannon Tuise'e, Administrative Support Assistant III, Athletics and Intramurals, position P-00065, will serve as an Interim Athletics Coordinator, Athletics and Intramurals, range 22, longevity year 8, \$7,233.33 per month, effective January 10 – June 30, 2023.

6. Erica Duran, AHSDP English Instructor, position P-00456, has given notice of their intent to advance on the academic salary schedule due to the completion of SAC approved coursework, from salary class 4 to 5, effective July 1, 2023.
7. In accordance with Article 12.7 of the Academic Associate Faculty collective bargaining agreement, Theresa Jackson, Associate Media Arts and Technologies Instructor, position P-01645, requests advancement on the associate faculty salary schedule due to the completion of SAC approved coursework, from salary class 3 to 4, effective July 1, 2023.
8. Employment of the following associate faculty members for the 2023 spring session, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty:

Henry	Cohn-Geltner	Counselor
Lucia	Prinyotarn	Nursing
Pey-Lih	Littler	Nutrition

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

Bryce Harrison – Music

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

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

WHEREAS Academic Senate notes that the candidate exhibits a strong background in general education,

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


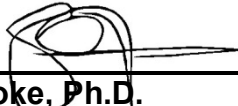
10. Request approval of the following short-term and substitute employees. These employees meet the Education Code 88003 definition of short-term and substitute employees, and as such, these employees will be employed and paid less than 75 percent of the college year:

Employee Name	Job Title	Assignment	Department	Pay Rate	Start Date	End Date
Angelica Porras	Clinical Case Manager	Short-term	Health Services	\$41.02/hr	2/24/23	6/30/23
Arianna Escobar	Pre-licensed Mental Health Counselor	Short-term	Mental Health	\$22/hr	2/24/23	6/30/23
Bianca Lopez	Instructional Aide	Substitute	Workforce IOA	\$23.03/hr	1/23/23	6/30/23
Daniel Cerda	Campus Aide III	Short-term	CARE Program	\$19.50/hr	2/24/23	6/30/23
Daniel Martinez Chavez	Police Support Assistant I	Substitute	Police Administrative	\$25.84/hr	2/6/23	6/30/23
Darryl McFarlin	Custodian	Substitute	Custodial	\$23.03/hr	2/24/23	6/30/23
David Gheorghin	Administrative Support Assistant III	Substitute	Honors	\$30.73/hr	1/27/23	6/30/23
Gabrielle Chung	Campus Aide III	Short-term	Cashiering Services	\$19.50/hr	3/17/23	6/30/23
Gladis Onate	Human Resources Assistant	Substitute	Human Resources	\$30.73/hr	2/6/23	6/30/23
Harrison Murdock	Art Model	Short-term	Noncredit, General	\$28/hr	1/24/23	6/30/23
Irma Ramos	Workshop Presenter	Short-term	Veterans Business Outreach Center	\$50/hr	3/1/23	6/30/23
Jacqueline Robledo	Campus Aide III	Substitute	Academic and Career Pathways	\$19.50/hr	1/30/23	6/30/23
Jaron Stokes	Art Model	Short-term	Art	\$28/hr	2/24/23	5/30/23
Jesenia Gondola	Campus Aide I	Substitute	School Relations/Diversity Recruitment	\$15.50/hr	2/1/23	6/30/23
Jesse Grizzle	Administrative Support Assistant III	Substitute	Veterans Services	\$30.73/hr	2/1/23	6/30/23
Joseph Prete	Campus Aide II	Short-term	Dance	\$17.50/hr	3/17/23	5/30/23
Katherine Hidalgo	Campus Aide I	Substitute	School Relations/Diversity Recruitment	\$15.50/hr	2/1/23	6/30/23
Kerry Ray	Art Model	Short-term	Art	\$28/hr	2/24/23	5/30/23
Kimberly Holmes	Administrative Support Assistant III	Substitute	Admissions and Records, OCN	\$30.73/hr	1/23/23	6/30/23
Makhi Williams-Kent	Campus Aide III	Short-term	Service Learning	\$19.50/hr	2/24/23	5/26/23
Mario Barahona Miguel	Campus Aide III	Substitute	Academic and Career Pathways	\$19.50/hr	1/23/23	6/30/23
Megan Mahoney	Campus Aide III	Short-term	Theatre and Film	\$19.50/hr	2/24/23	5/30/23
Michelle Mora	Financial Aid Assistant	Substitute	Financial Aid and Scholarships	\$28.18/hr	1/17/23	6/30/23
Nancy Cochran	Accompanist II	Short-term	Theatre and Film	\$45/hr	2/24/23	5/30/23
Nicole Hragyil	Assistant Coach	Short-term	Athletics and Intramurals	\$27.37/hr	2/24/23	6/30/23
Quiemari Mikes	Administrative Support Assistant III	Substitute	Athletics and Intramurals	\$30.73/hr	1/27/23	6/30/23
Rachel Brouzes	Art Model	Short-term	Noncredit, General	\$28/hr	1/24/23	6/30/23
Rebecca Clements	Art Model	Short-term	Noncredit, General	\$28/hr	2/13/23	6/30/23
Rylee Arispe	Assistant Coach	Short-term	Athletics & Intramurals	\$27.37/hr	2/24/23	6/30/23
Savannah So'oto	Administrative Support Assistant I	Substitute	Athletics and Intramurals	\$22.36/hr	1/27/23	6/30/23

Stephanie Rock	Art Model	Short-term	Art	\$28/hr	2/24/23	5/30/23
Sydney Harris	Art Model	Short-term	Noncredit, General	\$28/hr	1/31/23	6/30/23
Toese Letuli	Campus Aide II	Substitute	School Relations/Diversity Recruitment	\$17.50/hr	1/30/23	6/30/23
Valerie Varela	Admissions and Records Specialist	Substitute	Admissions and Records, OCN	\$30.73/hr	2/13/23	6/30/23

RECOMMENDATION

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

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

BACKGROUND

The Education Code requires the Board of Trustees to act on academic personnel matters on or before March 15. Tenure candidates (probationary faculty) have been evaluated according to the criteria for evaluation by a group of peers and a dean, who together with a tenure coordinator, comprise the candidate’s Tenure Review Committee (TRC). The TRC is comprised primarily of members from the candidate’s department or work group. The tenure review coordinator forwards the TRC’s Tenure Plan and Tenure Review Committee Report to Human Resources and the appropriate assistant superintendent/vice-president, and final recommendations are from the superintendent/president to the board of trustees.

STATUS

The superintendent/president recommends the following first-year tenure candidates be granted a one-year contract for 2023 to 2024:

- Markus Berrien
- Ansina Green
- Jorge Guerrero
- Ticey Hosley
- Emily Mercuri
- Olivia Quintanilla
- Ariana Solis

The superintendent/president recommends the following second-year tenure candidates be granted a two-year contract for 2023 to 2025:

- Min Choi
- Xuchi Eggleton
- Sean Fanning
- Taya Lazootin
- Khang Nguyen
- Michelle Odom
- Suganya Sankaranarayanan
- Eric Snortum

The following third-year tenure candidates continue to the second year of their two-year contracts. No board action is required:



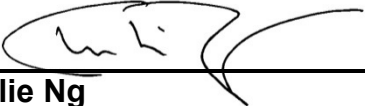
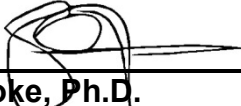
- Phillip Boland
- Abby Burd
- Giana Carey
- Ashley Davis
- Korey Goulette
- Stacey Mathis
- Ghada Osman
- Allison Perkins
- Tina Walker
- Rick White

The superintendent/president recommends the following fourth-year tenure candidates be granted tenure:

- Veronica Bloss
- Richard Dicker
- Roberto Falero
- Kaitlin Fisher
- Hans Peck
- JahB Prescott
- Aaron Roberts
- Krystle Taylor
- Lynn Trzoss

RECOMMENDATION

Approve academic personnel advancement, as stated above.

Subject: Approve Reorganization of First Year Forward Program	Attachment: None
Category: Consent Items	Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div>
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <div style="text-align: center;">  Goal 1 Goal 2 Goal 3 Goal 4 </div>
Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

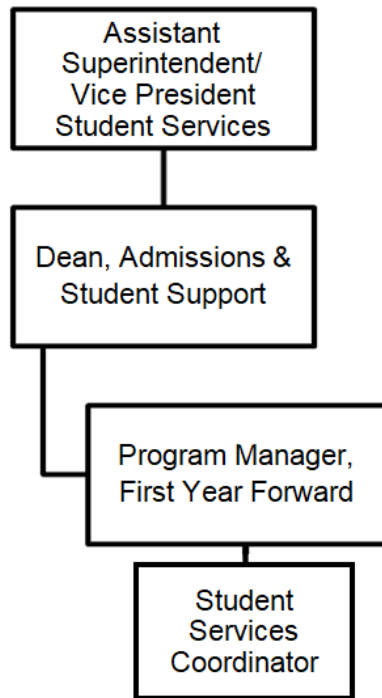
With the expansion of the Academic Success and Equity (ASE) programs and the planned opening of Social Justice and Equity Centers (SJECs) in the upcoming years, there is a need to reorganize the reporting of the First Year Forward (FYF) program to align work with the college’s Guided Pathways work with Academic and Career Pathways as well as provide additional support for ASE programs and Centers. The proposed change moves the FYF program from reporting to the Dean of Admissions and Student Support to the interim Chief Inclusion, Diversity, Equity, and Accessibility Officer (CIDEAO) who oversees ASE and the SJECs.

STATUS

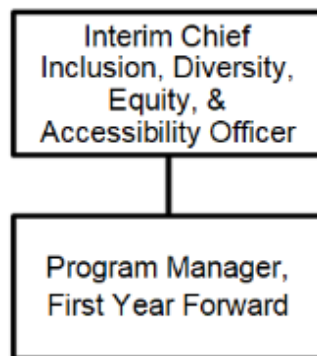
The proposed reorganization will include a change in reporting structure. The Program Manager of First Year Forward will move from reporting to the Dean of Admissions and Student Support to the interim CIDEAO. All positions that currently report to the Program Manager will continue to do so under the new structure. This proposed reporting structure allows for the phasing out of the FYF program to better align efforts with Guided Pathways work, provide much needed support and infrastructure for ASE programs, and prepare for the opening of the SJECs in future years. If approved, this reorganization will go into effect on February 24, 2023.

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

Current Organizational Chart


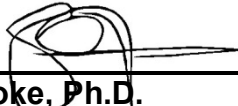
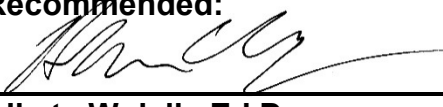
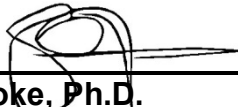


Proposed Organizational Chart



RECOMMENDATION

Approve reorganization of First Year Forward Department, as stated above.

Subject: Approve Reorganization of Campus Assessment, Resources, and Education (CARE) – Student Services	Attachment: None
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  _____ Charlie Ng Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President
Recommended:  _____ Alketa Wojcik, Ed.D. Assistant Superintendent/Vice President, Student Services	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The Campus Assessment, Resources, and Education (CARE) Program has become central to the support of MiraCosta College students. The CARE department provides basic needs resources or services to MiraCosta Students. This includes our “CARE Free Food and Resources Market” bi-weekly distribution and our Campus Food Pantries. CARE is part of the Student Affairs area and has continued to see an increase in CARE Referrals related to student support, despite the fluctuations in enrollment. CARE team members have adapted to meet the growing and changing needs of MiraCosta College students, especially since the start of the COVID-19 pandemic. Below is the number of student cases based on CARE Referrals, which have steadily increased over time. Approximately 95-97 percent of all CARE Referrals are addressed by members of the CARE team.

Semester	Number of Cases	Number of Cases Previous AY	Percentage Increase Previous AY
Fall 2019	430	275	+56.4%
Spring 2020	1,605	360	+345.8%
Summer 2020	419	68	+516.2%
Fall 2020	2,279	430	+430.0%
Spring 2021	2,970	1,605	+85.0%
Summer 2021	1,430	419	+241.3%
Fall 2021	5,170	2,279	+126.9%
Spring 2022	5,714	2,970	+92.4%

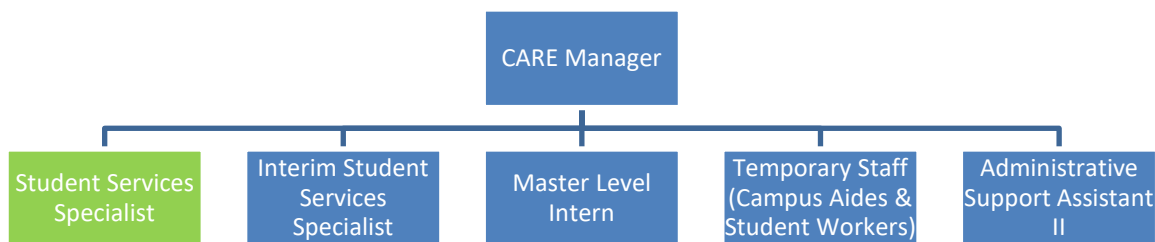
As the CARE program has grown, so have funding sources and reporting requirements. To manage the growth of our program and responsiveness to student’s needs, the CARE Manager has had to rely on the support of the permanent Student Services Specialist to carry out some of these programmatic duties.

STATUS

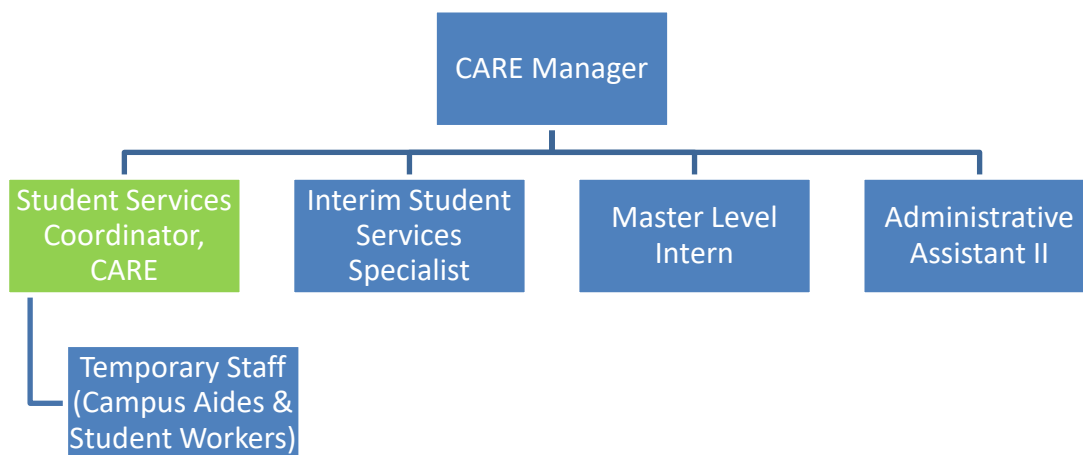
Upon identifying divisional and department needs, it has been determined that a reorganization is necessary to structure the CARE Program to better utilize staff and streamline services for students.

There is no net change in headcount. There is a budget increase of approximately \$12,449 and \$4,240 in statutory benefits for the first year based on Step 5 on the 2022-2023 Classified Salary Schedule.

Current Organizational Structure – CARE Program



Proposed Organizational Structure – CARE Program


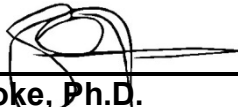
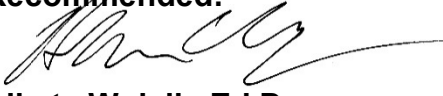
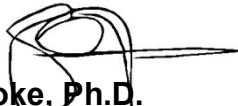


As authorized by Title 5, section 53021(c)(1):

- Reclassify Lilah Shoukry, position P-05835, from Student Services Specialist to Student Services Coordinator (CARE), Range 26, Step 5, effective February 24, 2023.

RECOMMENDATION

Approve reorganization of Campus Assessment, Resources, and Education (CARE) – Student Services, as stated above.

Subject: Approve Reorganization of Admissions and Records	Attachment: None
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President
Recommended:  <hr/> Alketa Wojcik, Ed.D. Assistant Superintendent/Vice President, Student Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Admissions and Student Support

The purpose of this reorganization is to re-align the reporting of the current Business Systems Analyst position under Admissions and Student Support. The proposed change moves the Business Systems Analyst position from reporting to the Dean, Admissions and Student Support to the Director, Admissions and Records.

Admissions and Records

Additionally, Admissions and Records currently has two (2) Business Systems Analyst positions. Pending Board approval, the acquisition of a third Business Systems Analyst position has created an opportunity to evaluate the department’s structure and effectiveness. Two of the three Business Systems Analyst positions for the district are currently vacant.

The department would like to convert one (1) of the vacant Business Systems Analyst positions to an Assistant Business System Analyst position. In addition, the Attendance Accounting Specialist position is currently vacant. There is a need to repurpose the vacant Attendance Accounting Specialist position into a second Assistant Business Systems Analyst position. These changes will allow the department to equitably assign work, improve the span-

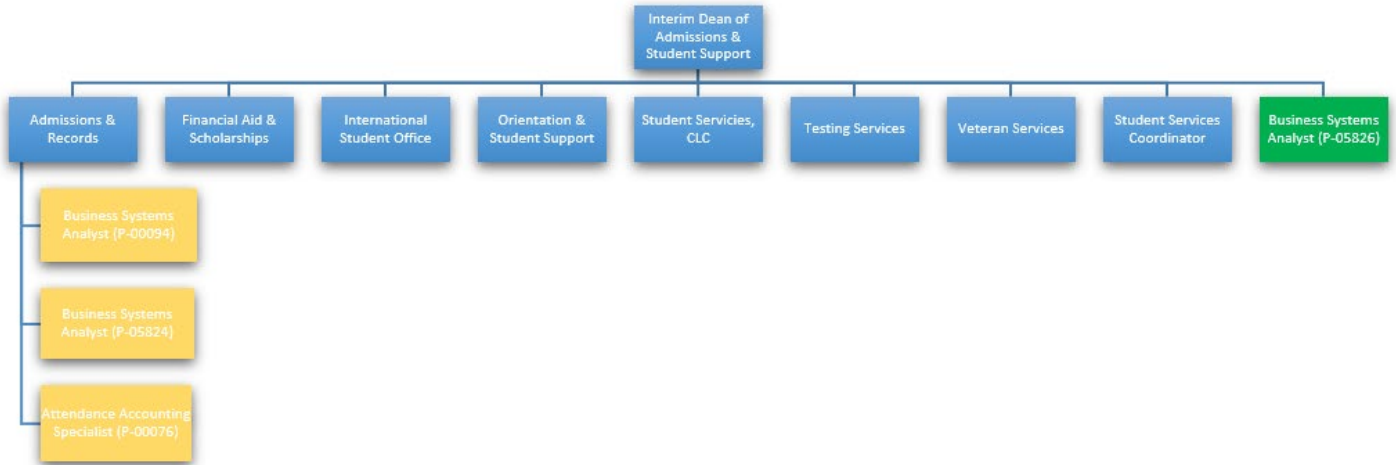
of-control of the Director, Admissions and Records, and streamline services in meeting student and district needs.

STATUS

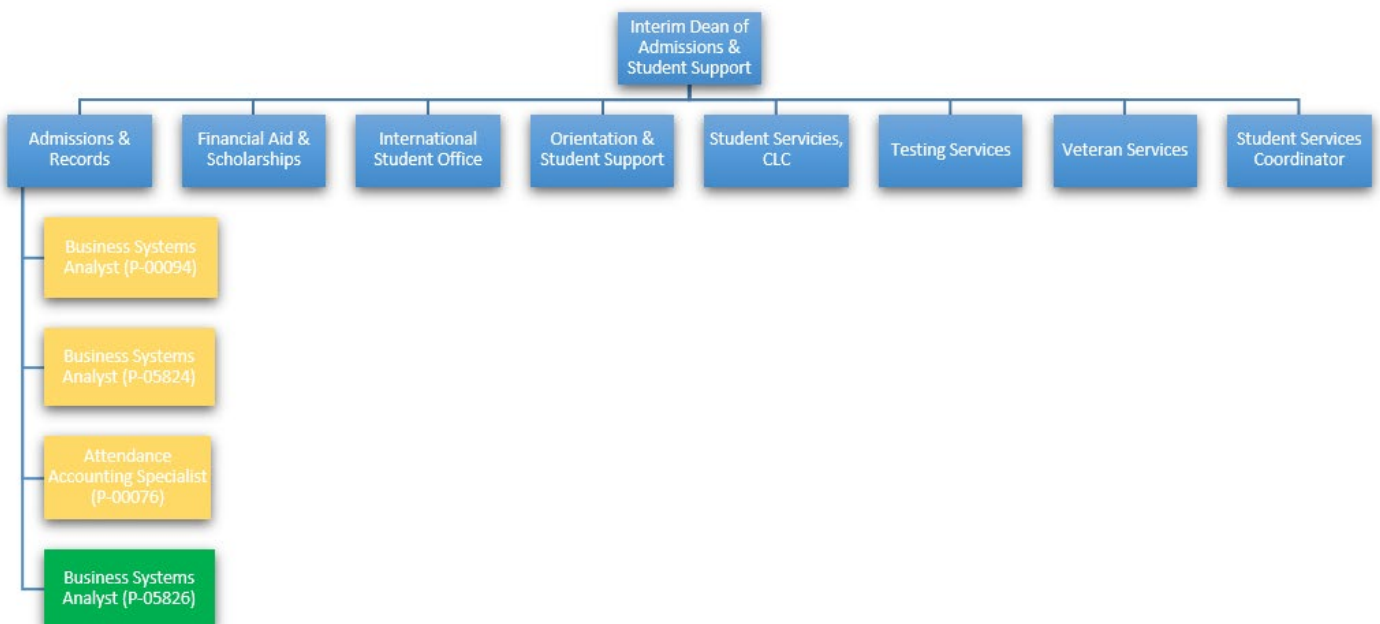
Admissions and Student Support

This proposal includes a change in the reporting structure of the following position from the Dean, Admissions and Support to the Director, Admissions and Records.

Current Organizational Chart



Proposed Organizational Chart



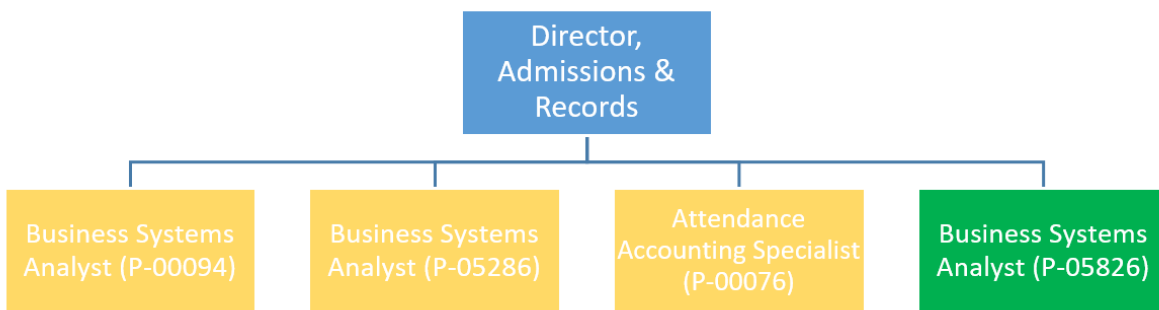
Admissions and Records

Upon identifying department needs, it has been determined that a reorganization is necessary to structure Admissions and Records to better utilize staff and streamline services.

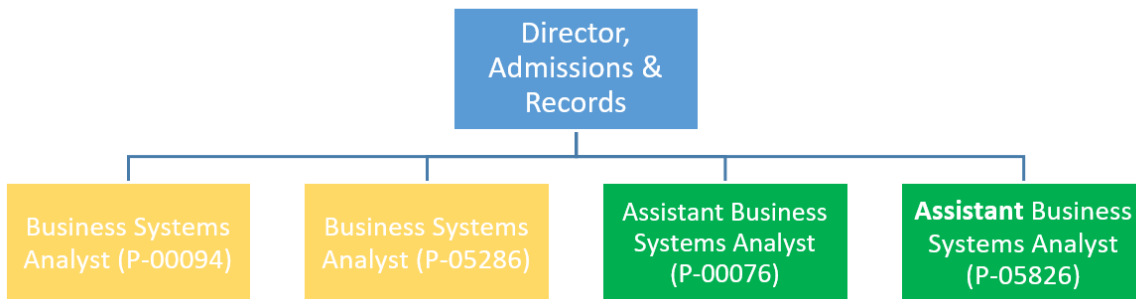
There is no net change in headcount nor budget increase for the department with the recommended reorganization. Using Step 1 for all affected positions, the proposed changes will create \$6,111.80 in savings for the district, including any potential increase in statutory benefits. The proposed changes and calculations are as follows:

- Convert the vacant Business Systems Analyst, position P-05826, Range 28, Step 1 (\$80,527) to an Assistant Business Systems Analyst, Range 25, Step 1 (\$73,855). The approximate savings is \$8,944.48, including the cost of statutory benefits.
- Convert the vacant Attendance Accounting Specialist, position P-00076, Range 24, Step 1 (\$71,742) to an Assistant Business Systems Analyst, Range 25, Step 1 (\$73,855). The approximate difference is \$2,832.68, including the cost of statutory benefits.
- Abolish the Attendance Accounting Specialist job classification.

Current Organization Chart – Admissions and Records





Proposed Organization Chart – Admissions and Records



RECOMMENDATION

Approve reorganization of Admissions and Records, as stated above.

Subject: Curriculum Approval for 2023/24 Catalog, Part II	Attachment: 2023/24 Approved Courses and Programs for Board Part II
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 Goal 2 Goal 3 Goal 4
Recommended:  _____ Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

In accordance with Board Policy 4020, the MiraCosta Community College District Board of Trustees assigns primary responsibility for developing and recommending the adoption or discontinuance of courses or programs to the faculty, and this effort is coordinated by the Instructional Services Division. Title 5 regulations stipulate the Academic Senate is responsible for academic and professionals matters, which include curriculum and educational program development. The Courses and Programs Committee (CPC), consisting primarily of faculty, exists for the purpose of making recommendations pertaining to the programs and courses offered by the college.

The CPC convened three (3) curriculum approval meetings: November 10, 2022, December 8, 2022, and January 26, 2023. Curriculum proposals follow a rigorous review process before each CPC meeting.

This review process has eight stages:

- 1) The faculty author initiates a proposal to modify, add, or delete a course or program. Once the proposal is complete, the faculty author forwards it to the next stage (technical writer).
- 2) The technical writer reviews the proposal and works closely with the faculty author to assist in writing high quality course outlines; the technical writer then forwards the proposal to the articulation officer.
- 3) The articulation officer reviews for potential CSU/UC transfer; the articulation officer then forwards the proposal to the department chair.
- 4) The department chair reviews the proposal for discipline- and department-specific impact, encroachment, accuracy, and completeness; the department chair then forwards the proposal to the instructional dean.

- 5) The dean reviews the curriculum for interdepartmental and college-wide impact, encroachment, and, when appropriate, local workforce need. Deans also check for accuracy, completeness, and impact on divisional load; the instructional dean then forwards the proposal to the Technical Review Committee (Tech Review).
- 6) Tech Review evaluates the curriculum for:
 - consistency and compliance with local and state curriculum writing and content standards
 - state standards pertaining to prerequisites, corequisites, and advisories
 - state and local standards and guidelines pertaining to repeatability and courses related in content
 - state standards pertaining to hours and units
 - local mandates on class size maxima.Tech Review then forwards the proposal to CPC.
- 7) CPC, by means of careful study and open discussion, assures the college's curriculum has consistent quality, rigor, and compliance with state regulations and standards as well as with district policies and procedures; once approved the CPC forwards a complete list of courses and programs to the Academic Senate as a consent item.
- 8) Finally, the Academic Senate reviews and approves the curriculum packet.

The CPC submits curriculum to the board for approval in both the fall and spring semesters. Once approved by the board, the curriculum is submitted to the Chancellor's Office for review and approval. By submitting the curriculum on a frequent basis, the curriculum review workload is spread out to allow faculty and staff ample time to review the curriculum.

STATUS

Credit course approvals include the addition of one new course, 32 modifications of existing courses, and eight course deletions. In addition, one Certificate of Achievement (COA), one Certificate of Proficiency (COP), two AA degrees, one AA-T degree were modified. Only one program, Business Administration for Transfer AA-T was deleted and replaced with the new Business Administration 2.0 AA-T degree. There was a total of one new general education (GE), one new 100 percent online (O), and no new hybrid only (H) approvals.

Noncredit course approvals include two new courses with both receiving 100 percent Distance Education approval, one modified course, and four course deletions. There are no noncredit program approvals in this packet.

RECOMMENDATION

Approve the attached listing of curriculum approvals for inclusion in the 2023/24 Catalog and the attached list of courses and programs with code update changes.

2023/24 Curriculum Approvals

Effective: August 2023

Part II

I. Credit Course Level						
A. New Courses						
Department	Subject	Course #	Additional Approvals	Course Title & Catalog Description	Units	Date Approved
AUTO	AUTO	111	O/GE	Car Culture: This course provides an overview of the far-reaching impact of automotive culture in America. It emphasizes the post-WWII era up to current times and the large-scale influence of car culture on social conditions, style, commerce, the environment, and imposed adaptations on society.	3	11/10/2022
Total Credit Course Additions: 1						

I. Credit Course Level						
B. Modified Courses						
Department	Subject	Course #	Additional Approvals	Course Title	Units	Date Approved
SSCI	ANTH	104	O/GE	Native American Cultures	3	11/10/2022
BUS	BUS	130	O	Entrepreneurship and Small Business Management	3	11/10/2022
CS	CS	226	O	Discrete Structures	4	11/10/2022
BUS	ACCT	102	O	Practical Accounting II	4	12/8/2022
BUS	ACCT	104	O	Payroll Accounting	3	12/8/2022
BUS	ACCT	148	O	QuickBooks	3	12/8/2022
BIO	BIO	103	O/GE	Introductory Biology: Animal Diversity	3	12/8/2022
BUS	BUS	131	O	Management Principles	3	12/8/2022
CHLD	CHLD	235	O/GE	Children in a Diverse Society	3	12/8/2022
DNCE	DNCE	100	O/GE	Dance Appreciation	3	12/8/2022
DNCE	DNCE	100H	O/GE	Dance Appreciation (Honors)	3	12/8/2022
DNCE	DNCE	172	O	Musical Theater Dance I	1.5	12/8/2022
DNCE	DNCE	174	O	Musical Theater Dance II	1.5	12/8/2022
MATH	MATH	105	O/GE	Concepts and Structures of Elementary Mathematics I	3	12/8/2022
MATH	MATH	106	O/GE	Concepts and Structures of Elementary Mathematics II	3	12/8/2022
CHLD	CHLD	106	O	Introduction to Curriculum in Early Childhood	3	1/26/2023
PHSN	GEOG	101	O/GE	Physical Geography	1	1/26/2023
PHSN	GEOG	101L	O/GE	Physical Geography Laboratory	3	1/26/2023
PHSN	GEOG	102	O/GE	Cultural Geography	3	1/26/2023
PHSN	GEOG	104	O/GE	World Geography	3	1/26/2023
PHSN	GEOG	108	O/GE	Environmental Sustainability and Society	3	1/26/2023
MAT	MAT	110	O	Digital Imaging 1: Adobe Photoshop	3	1/26/2023
MAT	MAT	125	O	Web Design 1: Fundamentals	3	1/26/2023
MAT	MAT	165	O	Web Design 2: WordPress and Site Production	3	1/26/2023
MAT	MAT	170	O	Digital Illustration 1: Adobe Illustrator	3	1/26/2023
MAT	MAT	210	O	Advanced Digital Imaging & Illustration	3	1/26/2023
MAT	MAT	225	O	Web Design 3: Custom Sites and Professional Practices	3	1/26/2023
MAT	MAT	270	O	Advanced Design Studio	3	1/26/2023
MUS	MTEC	111	O	Recording Arts II	2	1/26/2023
MUS	MUS	100	O/GE	Introduction to Music Theory	3	1/26/2023
MUS	MUS	103	O	Musicianship I	1	1/26/2023
MUS	MUS	260	O	Commercial Music Composition	2	1/26/2023
Total Credit Course Modifications: 32						

I. Credit Course Level						
C. Deleted Courses						
Department	Subject	Course #	Course Title	Units	Date Approved	
DNCE	DNCE	214	Student Choreography Production I	1.5	12/8/2022	
DNCE	DNCE	215	Student Choreography Production II	1.5	12/8/2022	
HIST	HIST	110S	Learning Assistance for American History to 1877	1	12/8/2022	
HIST	HIST	111S	Learning Assistance for American History from 1877	1	12/8/2022	
BUS	HOSP	134	Sustainable Facilities Management	3	12/8/2022	
ILNG	ITAL	103	Elementary Italian for Spanish Speakers (First Semester)	4	12/8/2022	
BTEC	BTEC	296-1	Environmental Monitoring and Quality Control Microbiology Techniques	1	1/26/2023	
MAT	MAT	235	Web Design 3: UX and UI Design and Production	3	1/26/2023	
Total Credit Course Deletions: 8						

II. Certificate and Degree Level						
B. Modified Degrees and Certificates						
Department	Subject	Certificate Type	Degree Type	Certificate/Degree Title	Required Units	Date Approved
LIBARTS	LIBARTS		AA	Liberal Arts - Elementary Subject Matter Education	64-65	11/10/2022
CHLD	CHLD		AA-T	Child and Adolescent Development for Transfer	19	12/8/2022
MAT	MAT	COP		Web Design	15	1/26/2023
MAT	MAT	COA	AA	Web Development and Design	30	1/26/2023
Total Modified Degrees and Certificates: 5						

II. Certificate and Degree Level						
C. Deleted Degrees and Certificates						
Department	Subject	Certificate Type	Degree Type	Certificate/Degree Title	Required Units	Date Approved
BUS	BUS		AS-T	Business Administration for Transfer	26-27	11/10/2022
Total Deleted Degrees and Certificates: 1						

I. Noncredit Course Level					
A. New Courses					
Department	Subject	Course #	Additional Approvals	Course Title	Date Approved
NCESL	NCESL	65A	O	Citizen Preparation (Beginner)	1/26/2023
NCESL	NCESL	65B	O	Citizen Preparation (Intermediate-Advanced)	1/26/2023

Total Noncredit Course Additions: 2

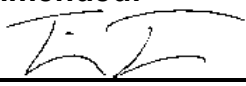
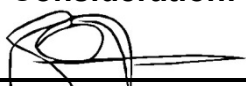
I. Noncredit Course Level					
B. Modified Courses					
Department	Subject	Course #	Additional Approvals	Course Title	Date Approved
NCVOC	NCBOT	20	O	Specialized Documents for Business	11/10/2022

Total Noncredit Course Modifications: 1

I. Noncredit Course Level					
C. Deleted Courses					

Department	Subject	Course #	Additional Approvals	Course Title	Date Approved
AHS	HSENG	40		Information Literacy & College Success	11/10/2022
NCVOC	NCVOC	43		Introduction to Career Education	11/10/2022
AHS	NCABE	90		Adult Basic Education: Reading	1/26/2023
AHS	NCABE	94		Adult Basic Education: Writing	1/26/2023

Total Noncredit Course Deletions: 4

Subject: Approve EKC Enterprises, Inc. Equipment Purchase	Attachment: EKC Quote
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Information Technology Services (ITS) has received increased faculty requests for the use of HyFlex classrooms. In partnership with the Office of Instruction, ITS seeks to meet this increased demand by upgrading eighteen classrooms with HyFlex technology. The goal is to upgrade classrooms before the start of the fall 2023 semester.

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 California Multiple Award Schedules (CMAS) Contract #3-21-11-1009 with EKC Enterprises, Inc. to purchase supplies, technology, equipment, and other miscellaneous materials, at the lowest cost and best overall value for district technology purchases.

The following equipment and warranty have been identified with a total list cost of \$454,896.00, including sales tax and shipping. By utilizing the referenced CMAS contract with an overall negotiated discount of 37.28 percent. The total district cost is reduced to \$285,315.39, including sales tax and shipping.

Qty	Brand	Description	Part Number
18	Aver	AVER TR333V2 30X AUTO TRACKING PERP PTZ CAMERA 4K 30FPS SDI HDMI USB	PATR333V2
18	Extron	AXI 02 AT - Dante Interface	60-1753-02
18	Extron	DA2 HDMI 4K PLUS	60-1607-01

18	Extron	DTP HDMI 4K 230 Rx	60-1271-13
18	Extron	DTP HDMI 4K 230 Tx	60-1271-12
18	Extron	IN1601 xi IPCP Q SA	60-1238-95
18	Extron	MediaPort 200	60-1488-01
18	Extron	SW2 HD 4K PLUS	60-1603-01
18	Extron	TLP Pro 1025T - Black	60-1565-02
18	Shure	Ceiling Array Microphone, Square, White, 24 inch	MXA920W-US

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with the procurement with EKC Enterprises, Inc. in accordance with the terms and conditions of California Multiple Award Schedule (CMAS) contract #3-21-11-1009, at the cost of an amount not to exceed \$285,315.39.



Company Address 4658 E. Weathermaker
 Fresno, CA 93703
 US

Created Date 1/19/2023
 Expiration Date 1/23/2023
 Quote Number [REDACTED]

Prepared By Andrew Martin
 Email amartin@ekccorp.com

Bill To Name Miracosta College
 Bill To 1 BARNARD DR
 OCEANSIDE, CA 92056

Ship To Name Miracosta College

Terms & Condition

PLEASE SUBMIT PO'S TO ORDERS@EKCCORP.COM

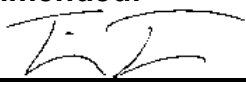
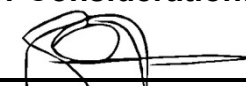
Manufacturer	Model No./SKU	Product Description	Net Unit Price	Quantity	Total Price
AVer	PATR333V2	AVER TR333V2 30X AUTO TRACKING PERP PTZ CAMERA 4K 30FPS SDI HDMI USB	\$2,688.00	18.00	\$48,384.00
Extron	60-1753-01	AXI 02 AT - Dante Interface	\$358.80	18.00	\$6,458.40
Extron	60-1607-01	DA2 HD 4K PLUS	\$483.80	18.00	\$8,704.80
Extron	60-1271-13	DTP HDMI 4K 230 Rx	\$296.40	18.00	\$5,335.20
Extron	60-1271-12	DTP HDMI 4K 230 Tx	\$296.40	18.00	\$5,335.20
Extron	60-1238-95	IN1608 xi IPCP Q SA	\$3,234.40	18.00	\$58,219.20
Extron	60-1488-01	MediaPort 200	\$1,918.80	18.00	\$34,538.40
Extron	60-1603-01	SW2 HD 4K PLUS	\$332.80	18.00	\$5,990.40
Extron	60-1565-02	TLP Pro 1025T - Black	\$1,679.80	18.00	\$30,232.80
Shure	MXA920W-US	Ceiling Array Microphone, Square, White, 24 inch 042406669321	\$3,277.04	18.00	\$58,986.72

Total Price \$262,185.12
 Tax \$21,630.27
 Freight Cost \$1,500.00
 Grand Total \$285,315.39

Scope of Work

Extron/Shure Gear Quote

EKC CMAS NUMBER: 3-21-11-1009

Subject: Approve Purchase of Wireless Site Surveys	Attachment: ePlus Quote
Category: Consent Items	Type of Board Consideration: <div style="text-align: center;"> <input checked="" type="checkbox"/> Information <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action </div>
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <div style="text-align: center;"> <input type="checkbox"/> Goal 1 <input type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input type="checkbox"/> Goal 4 </div>
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The district would like to enhance its wireless network to ensure wireless coverage ubiquity, both internally and externally. A thorough wireless coverage assessment is required to map wireless signal strength, coverage areas, and identify gaps. The assessment will do an internal and external wireless physical survey of all district sites: Community Learning Center, Oceanside campus, San Elijo campus, and Technology Career Institute. Part of the deliverables are design recommendations, including diagrams and photos illustrating new wireless access points and locations. For proposed new locations, installation and connectivity options will be specified.

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 CMAS Contract #3-19-70-1633AN with ePlus Technology, Inc. will provide the lowest cost for the wireless site surveys.

Title	Description	Amount
Milestone 1	Completion of Oceanside Survey	\$73,738
Milestone 2	Completion of Community Learning Center Survey	\$11,121
Milestone 3	Completion of San Elijo Survey	\$21,640
Milestone 4	Completion of Technical Career Institute Survey	\$6,302

Funds to complete this project are budgeted within the information technology services department’s budget. This purchase includes professional services with a procurement cost of \$112,846, including tax.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with the procurement with ePlus Technology, Inc. in accordance with the terms and conditions of CMAS Contract #3-19-70-1633AN at a cost not to exceed \$112,846.

Subject: Approve 2022/23 COVID-19 Emergency Conditions Allowance Mid-Year Update	Attachment: <ul style="list-style-type: none"> • Chancellor’s Office Memo 06/14/22 • Emergency Conditions Recovery Plan Mid-Year Update
Category: Consent Item	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

On June 14, 2022, the California Community Colleges Chancellor’s Office released a memo outlining the procedure for a final extension of the FTES stabilization provided through Title 5, section 58146 in the event of an emergency. Section 58146 provides criteria for funding allowances due to emergency conditions, including pandemics. To qualify, the district must submit an application and demonstrate the applicability or an emergency condition and good faith efforts to avoid a material decrease in general purpose apportionment. As a community-supported district, the Emergency Conditions Allowance (ECA) provided MiraCosta College with some revenue hold harmless protections primarily to the college’s lottery and Education Protection Act (EPA) funds for fiscal year 2022/23. The ECA will expire at the end of fiscal year 2022/23.

STATUS

The district has completed the required mid-year update emergency conditions recovery plan describing (1) the actions the district has taken to increase enrollment, including new strategies for student reengagement and persistence, changes to course scheduling and program review and strategies by affected populations, (2) how the district is using existing resources to support student basic needs and direct resources to students, (3) details on class scheduling for fall 22 and spring 23, and (4) operational plans to absorb enrollment losses after 2022/23.

Action	Date	Status
Application Packet (Emergency Conditions Recovery Plan and District Certifications) due to Chancellor’s Office	September 1, 2022	Complete
Chancellor’s Office notifies districts of application approval status	October 15, 2022	Complete
Emergency Conditions Recover Plan mid-year update due to local Board of Trustees and Chancellor’s Office	February 28, 2023	Pending Board Approval – Feb 23, 2023
Board Policy on Reserves due to Chancellor’s Office	February 28, 2023	Complete

2020-21 Audit Report due to Chancellor's Office	February 28, 2022	Complete
2021-22 Audit Report due to Chancellor's Office	December 31, 2022	Complete
MIS Data Submissions Due	Rolling, beginning in August 2022	Complete

RECOMMENDATION

Approve 2022/23 COVID-19 Emergency Conditions Allowance Plan mid-year update.



California Community Colleges

MEMORANDUM

June 14, 2022

FS 22-07 | Via Email

TO: Chief Executive Officers
Chief Business Officers
Chief Instructional Officers
Chief Student Services Officers

FROM: Dr. Lizette Navarette, Executive Vice Chancellor
Institutional Supports and Success

RE: 2022-23 COVID-19 Emergency Conditions Allowance
Application due September 1, 2022

The adverse effects of the COVID-19 pandemic have been acutely felt by some of our most vulnerable communities and jeopardize gains on our diversity, equity, and inclusion efforts. Reversing these adverse effects will require sustained action and a commitment to the goals in the *Vision for Success* and the Roadmap for the Future.

In the event of an emergency, Title 5 provides the state Chancellor authority to hold a district's FTES stable at a level reported prior to the occurrence of the emergency. In March 2020, the Chancellor's Office provided this protection to all districts that applied, as it was understood certain courses would not seamlessly convert to an online format and districts would experience FTES losses. The purpose of this memo is to provide information about the final extension of this protection and the 2022-23 COVID-19 emergency conditions allowance requirements and application due September 1, 2022.

Emergency Conditions Requirements

Title 5 section 58146 provides criteria for funding allowances due to emergency conditions, including pandemics. The intent behind this section of regulation is that districts should not lose FTES apportionment as a result of an emergency or extraordinary condition. These regulations require each district to demonstrate: 1)

Chancellor's Office, Institutional Supports and Success

1102 Q Street, Sacramento, California 95811
www.CaliforniaCommunityColleges.cccco.edu

A11Y 6/21/22

FS 22-07 2022-23 COVID-19 Emergency Conditions Allowance

June 14, 2022

the applicability of an emergency condition, and 2) good faith efforts to avoid a material decrease in general purpose apportionments. This includes a good faith effort to restore enrollments and re-engage displaced students.

FTES PROTECTIONS

To avoid material decreases in district apportionments associated with the COVID-19 pandemic, upon approval of a district's application and continuing adherence to requirements, the Chancellor's Office will apply the following protection for the 2022-23 Base Allocation of the Student Centered Funding Formula:

- The final FTES used to calculate the 2019-20 recalculation apportionment, which includes emergency conditions allowances provided to districts in 2019-20, will be used to calculate: 1) the 2022-23 apportionment for all categories of FTES as specified in the Student Centered Funding Formula and 2) the three-year average of credit FTES for subsequent fiscal years.

Supplemental and student success allocations will continue to be calculated using actual 2021-22 headcounts and a three-year average of 2019-20, 2020-21, and 2021-22 headcounts, respectively.

If a district is approved for an emergency conditions allowance, the adjustment to FTES will be applied by the Chancellor's Office. **Actual FTES must be reported on the CCFS-320 Apportionment Attendance Report.**

2022-23 COVID-19 Emergency Conditions Allowance Application

To apply for the 2022-23 COVID-19 emergency conditions allowance, **districts must submit an application to the Chancellor's Office no later than September 1, 2022.** Upon approval of the application, districts will not have the ability to opt out of the protection, but may have their participation revoked if the district does not continue to meet the eligibility requirements described below. The application consists of two parts: 1) an Emergency Conditions Recovery Plan, adopted and approved by the local Board of Trustees, and 2) a certification confirming that the district meets specific eligibility requirements.

The *Emergency Conditions Recovery Plan* must describe the actions the district has

FS 22-07 2022-23 COVID-19 Emergency Conditions Allowance

June 14, 2022

taken and will take to increase enrollment, persistence, and completion, and the district's operational plans to absorb enrollment losses after 2022-23. Additionally, the plan should include details on class scheduling and an analysis of students that did not re-enroll between Spring 2020 and Fall 2021. See the attached *2022-23 COVID-19 Emergency Conditions Allowance Application* for additional plan details and requirements.

In addition to the plan, a district must certify:

1. The district will prepare an *Emergency Conditions Recovery Plan* update to present to their Board of Trustees and furnish a copy of the Board report to the Chancellor's Office no later than February 28, 2023.
2. The district will incentivize and prioritize participation in professional development to enhance quality online teaching and learning.

Recommended options for professional development include the [CVC-OEI @ONE](#) online network of educators' course offerings. In addition, the Chancellor's Office has partnered with Association of College and University Educators (ACUE) to offer faculty who teach online transfer-level math programs the opportunity to participate in a series of professional development micro-credential courses. To register please complete the [course registration form](#). To learn more about ACUE, please visit the [ACUE website](#).

3. The district:
 - a. is a member of the CVC-OEI Consortium and has signed the Master Consortium Agreement. General information about the CVC-OEI Consortium is available on the [About the CVC-OEI webpage](#), and information on joining the consortium is included on the [Participation in the CVC-OEI Consortium webpage](#).
 - b. by the beginning of the first term that starts on or after January 1, 2023, has implemented the steps to become a Home College and has implemented or committed to 1) enabling Course Finder API, 2) completing the steps needed to become Teaching College ready, and 3) joining a scheduled implementation cohort to become a Teaching College.

FS 22-07 2022-23 COVID-19 Emergency Conditions Allowance

June 14, 2022

Information about becoming a Home and Teaching college is available here: [The CVC Exchange: Documentation and Support Materials – California Virtual Campus](#).

4. The district has submitted all data due to the Chancellor’s Office Management Information Systems (MIS) and will continue to maintain on-time submission for all MIS submissions. MIS data due dates are available on the [MIS data submissions webpage](#), including the [2021-22 Data Submission Timeline and the 2022-2023 Data Submission Timeline](#).
5. The district has no outstanding audit reports due to the Chancellor’s Office.
 - a. 2020-21 audit reports were due February 28, 2022. Audit reports for 2021-22 are due December 31, 2022.
6. The district’s Board of Trustees adopts a policy aiming to align reserve balances to recommendations included in the [Government Finance Officers Association Budgeting Best Practices](#) by no later than February 28, 2023. This policy should be provided to the Chancellor’s Office along with the *Emergency Conditions Recovery Plan* mid-year update. Additional information on fiscal resiliency and reserve balance recommendations can be found in memo [FS 22-03 Fiscal Forward Portfolio and Budget Architecture and Development Recommendations](#).

Continuing Participation in the 2022-23 COVID-19 Emergency Conditions Allowance

Prior to each apportionment cycle, the Chancellor’s Office will verify that the district continues to meet the requirements outlined above. If the Chancellor’s Office determines that a district no longer meets one of the requirements, the 2022-23 COVID-19 emergency conditions allowance is rescinded permanently and the district will be notified prior to the next apportionment cycle. The table below outlines important due dates and notification dates.

FS 22-07 2022-23 COVID-19 Emergency Conditions Allowance

June 14, 2022

Table: Important Dates

Action	Date
Application Packet (Emergency Conditions Recovery Plan and District Certifications) due to Chancellor's Office	September 1, 2022
Chancellor's Office notifies districts of application approval status.	October 15, 2022
Emergency Conditions Recovery Plan mid-year update due to local Board of Trustees and Chancellor's Office Board Policy on Reserves due to Chancellor's Office	February 28, 2023
2020-21 Audit Report due to the Chancellor's Office	February 28, 2022
2021-22 Audit Report due to the Chancellor's Office	December 31, 2022
MIS Data Submissions Due	Rolling, beginning in August 2022
Chancellor's Office notifies districts which no longer meet all requirements that the emergency conditions allowance is permanently rescinded	January 27, 2023 April 28, 2023 December 15, 2023

Impact to Full-Time Faculty Obligation

An Emergency conditions allowance increases a district's 'funded credit FTES', calculated per the Student Centered Funding Formula, by holding the current year FTES to a prior year level. This higher level of 'funded credit FTES' impacts the calculation of the annual adjustment to the Faculty Obligation Number (FON). A district with an emergency conditions allowance will not see a reduction to their FON for actual enrollment declines.

Chancellor's Office Contacts



For questions about the COVID-19 Emergency Conditions Allowance Form, please contact the Fiscal Standards and Accountability Unit at fiscalstandards@cccoco.edu.

FS 22-07 2022-23 COVID-19 Emergency Conditions Allowance

June 14, 2022

For questions about the SCFF, contact the Fiscal Services Unit at apportionments@cccco.edu. For questions about CVC-OEI participation and Home College Readiness and Course Finder, please email support@cvc.edu.

Attachment: 2022-23 COVID-19 Emergency Conditions Allowance Application

Subject: Approve Agreement with Health Services Academy, Inc. dba PhlebotomyU	Attachment: Basic Services Agreement
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Since May 2015, MiraCosta College Community Education has offered a Phlebotomy Certificate Training Program in partnership with Health Services Academy, Inc., dba PhlebotomyU. The program enrolls approximately 40 students annually and generates approximately \$80,000 – \$120,000 in gross revenue per year for Community Education and Workforce Development.

STATUS

California Education Code section 78021(a) allows that the governing board of any community college district may establish, or with one or more community college districts may establish, contract education programs within or outside the state by agreement with any public or private agency, corporation, association, or any other person or body, to provide specific educational programs or training to meet the specific needs of these bodies.

The district is entering into a five-year agreement with Health Services Academy, Inc., dba PhlebotomyU, for the phlebotomy training program through Community Education and Workforce Development. Tuition fees are charged per student, with an estimated annual not to exceed amount of \$45,000, for a total estimated contract value of \$225,000.

Term	Semester	Flat Rate Per Student Fee	Background Check and Drug Screen Fee	National Exam Fee
August 1, 2022 – June 30, 2023	Fall 2022	\$2,150	\$100	\$90
	Spring 2023	\$2,150	\$100	\$119
July 1, 2023 – June 30, 2024	Fall 2023	\$2,150	\$100	\$119
	Spring 2024	\$2,150	\$100	\$119

July 1, 2024 – June 30, 2025	Fall 2024	\$2,204	\$103	\$122
	Spring 2025	\$2,204	\$103	\$122
July 1, 2025 – June 30, 2026	Fall 2025	\$2,259	\$106	\$125
	Spring 2026	\$2,259	\$106	\$125
July 1, 2026 – June 30, 2027	Fall 2026	\$2,315	\$109	\$128
	Spring 2027	\$2,315	\$109	\$128

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with Healthy Services Academy, Inc, dba PhlebotomyU, with the total estimated contract value not to exceed \$225,000.



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

- a. **Commercial General Liability Insurance.** Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);
- b. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- c. **Workers' Compensation and Employers' Liability Insurance.** In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence (accident) and \$1,000,000 per employee (disease).
- d. **Professional Liability Insurance (If applicable to type of service).** Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractor's employees, agents, consultants, or subcontractors.
- e. **Cyber Liability (If applicable to type of service).** Minimum limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- f. **Proof of Insurance and Insurance Terms.** Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds, and each Certificate of Insurance shall so specify. Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision



of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

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

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

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



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

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

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

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

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

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

For District:

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

For Contractor:

Contact information as referenced in Exhibit A



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

MIRACOSTA COMMUNITY COLLEGE DISTRICT

CONTRACTOR
Health Services Academy, Inc. dba PhlebotomyU

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

Signature: _____
Name: Preston Plumb
Title: President & CEO
Date: 11/1/2022



EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION

Contractor:

Health Services Academy, Inc. dba PhlebotomyU
Preston Plumb, President & CEO
2535 Camino Del Rio South, Suite 300
San Diego, CA 92108
858-205-2829
cplub@phlebotomyu.com

District Point of Contact:

Sharon Gaitan, Community Education Assistant II
Technology Career Institute: MiraCosta College, 2075 Las Palmas Drive, Carlsbad, CA 92011
760-795-6698
sgaitan@miracosta.edu

Agreement Period:

Start Date: 8/1/2022
End Date: 7/31/2023

Scope of Work - Description of Services and Deliverables:

- Description: Provide CDPH/LFS-approved phlebotomy training program.
- Deliverables: Per attached Exhibit B
- Milestones: Per attached Exhibit B
- Additional Responsibilities: Per attached Exhibit B
- District Responsibilities: Per attached Exhibit B

Rate and Method of Payment:

Term	Semester	Flat Rate Per Student Fee	Background Check & Drug Screen Fee	National Exam Fee
August 1, 2022 – June 30, 2023	Fall 2022	\$2,150.00	\$100.00	\$90.00
	Spring 2023	\$2,150.00	\$100.00	\$119.00
July 1, 2023 – June 30, 2024	Fall 2023	\$2,150.00	\$100.00	\$119.00
	Spring 2024	\$2,150.00	\$100.00	\$119.00
July 1, 2024 – June 30, 2025	Fall 2024	\$2,204.00	\$103.00	\$122.00
	Spring 2025	\$2,204.00	\$103.00	\$122.00
July 1, 2025 – June 30, 2026	Fall 2025	\$2,259.00	\$106.00	\$125.00
	Spring 2026	\$2,259.00	\$106.00	\$125.00
July 1, 2025 – June 30, 2026	Fall 2026	\$2,315.00	\$109.00	\$128.00
	Spring 2027	\$2,315.00	\$109.00	\$128.00

Annual Not to Exceed Amount of \$45,000.00

Total Not to Exceed Cost for Agreement: \$225,000.00



Payment and Compensation Terms:

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

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



SEE ATTACHED EXHIBIT B – PHLEBOTOMY PROPOSAL

Proposal To Continue MiraCosta-PhlebotomyU Partnership

Fall 2022 – Spring 2027
(December 22, 2022)

Background

MiraCosta and PhlebotomyU have been partnering for the past several years to provide students with a high quality, state-approved phlebotomy CPT I full course.

Proposal

PhlebotomyU proposes to continue the partnership, with PhlebotomyU and MiraCosta providing the following:

PhlebotomyU's Responsibilities

- Provide CDPH/LFS-approved phlebotomy training program (the "Program") to MiraCosta's students
- Provide qualified instructors with valid teaching credentials and/or experience in the field and/or education in the field
- Manage and inform students of their internship prerequisites and any related deficiencies and schedule internships for students who have fulfilled pre-requisites.
- Provide sites for all externships following students' successful completion of course
- Monitor students throughout the duration of their externships
- Secure proctors for the National Exam

- Use reasonable efforts to assist each student with completing an application to the California Department of Public Health (“CDPH”) for licensing
- Provide prospective students with additional information about the course, internships and pre-requisites as needed
- Provide workers comp, auto (non-owned and hired), commercial, and professional liability insurance coverages agreeable to both parties

MiraCosta’s Responsibilities

- Provide administrative services where needed
- Require students to provide proof of high school education prior to start of class
- Market the program via the college schedule, website, catalog and/or other advertising activities as deemed appropriate
- Provide a list of students and contact information to PhlebotomyU prior to start of each class, enabling PhlebotomyU to administer student records, textbook distribution and state license applications as needed
- Collect and process participant registrations, tuition, and other student fees for the National Phlebotomy Technician 1 exam (CPT1) and Background Check & Drug Screen
- Provide a clean and usable classroom with Phlebotomy chairs and storage areas for supplies

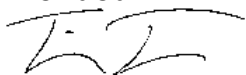
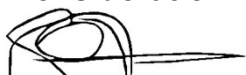
Maximum Pricing

PhlebotomyU will work closely with MiraCosta to adapt its pricing to market conditions and other factors. PhlebotomyU proposes to meet semi-annually with MiraCosta (e.g., every November 1st and April 1st) to review and discuss the competitive landscape, the status of government or third party fundings, recent class sizes and performance, student surveys, and other factors in order to set pricing for the upcoming semester. **The below table reflects the maximum price that PhlebotomyU will charge MiraCosta at any given time:**

Academic Year	Class	Flat Rate per Student	Other Student Fees	
			Background Check & Drug Screen	National Exam
Aug. 01, 2022 - June 30, 2023	Fall 2022 / Spring 2023	\$2,150	\$100	\$90
July 01, 2023 - June 30, 2024	Fall 2023 / Spring 2024	\$2,150	\$100	\$119
July 01, 2024 - June 30, 2025	Fall 2024 / Spring 2025	\$2,204	\$103	\$122
July 01, 2025 - June 30, 2026	Fall 2025 / Spring 2026	\$2,259	\$106	\$125
July 01, 2026 - June 30, 2027	Fall 2026 / Spring 2027	\$2,315	\$109	\$128

Invoicing and Payment Terms

PhlebotomyU shall invoice to MiraCosta the later of the MiraCosta’s final course drop date or two weeks after the first day of class, with payment due 30 days thereafter.

Subject: Approve Contract with Rx Research Services Foundation for Apprenticeship Pathways Training in Food Safety	Attachment: <ul style="list-style-type: none"> •Basic Services Agreement •Grant Agreement #G0435 				
Category: Consent Items	Type of Board Consideration: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center;">Information</td> <td style="width: 33%; text-align: center;"> <input checked="" type="checkbox"/> Consent </td> <td style="width: 33%; text-align: center;">Action</td> </tr> </table>	Information	<input checked="" type="checkbox"/> Consent	Action	
Information	<input checked="" type="checkbox"/> Consent	Action			
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; text-align: center;">Goal 1</td> <td style="width: 25%; text-align: center;">Goal 2</td> <td style="width: 25%; text-align: center;"> <input checked="" type="checkbox"/> Goal 3 </td> <td style="width: 25%; text-align: center;">Goal 4</td> </tr> </table>	Goal 1	Goal 2	<input checked="" type="checkbox"/> Goal 3	Goal 4
Goal 1	Goal 2	<input checked="" type="checkbox"/> Goal 3	Goal 4		
Recommended:  <hr style="width: 30%; margin-left: 0;"/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr style="width: 30%; margin-left: 0;"/> Sunita V. Cooke, Ph.D. Superintendent/President				

BACKGROUND

The Bioscience Workforce Development Hub was awarded a CAI New and Innovative grant (First Food Safety, Compliance, and Quality Career Pathway Initiative Pre-Apprenticeship Program) to commence on October 1, 2022. This is an innovative pre-apprenticeship program in Food Safety, the first of its kind in the state, and converts to a Dept. of Apprenticeship Standards (DAS) registered apprenticeship program in Food Safety, also the first of its kind. This career pathway prepares students for livable wage jobs with upward mobility in the food industry. Rx Research Services Foundation has a proven track record as a collaborator providing apprenticeship pathways training in biotechnology, and now food safety, to community college students in California. As a state-approved sponsor of pre-apprenticeship and apprenticeship programs in Food Safety, Rx Research Services Foundation has the credentials, expertise, staff, and track record to deliver these programs to underserved and underrepresented community college students.

The district entered into a grant agreement with the CCC Chancellor’s Office effective January 4, 2023. The agreement was expected to commence on October 1, 2022, and Rx Research Services Foundation began specialized grant activities to keep the project aligned with the Chancellor’s Office’s reporting schedule for CAI New and Innovative Pre-Apprenticeship grants.

STATUS

California Education Code section 78021(a) allows that the governing board of any community college district may establish, or with one or more community college districts may establish, contract education programs within or outside the state by agreement with any public or private agency, corporation, association, or any other person or body, to provide specific educational programs or training to meet the specific needs of these bodies.

Due to the specialized knowledge required to ensure grant compliance, the district is entering into a three-year agreement with Rx Research Services Foundation for apprenticeship pathways training in food safety through the Bioscience Workforce Development Hub for a total contract value not to exceed \$300,000, which includes an initial fee of \$32,126 to Rx Research Services Foundation for grant start-up expenses incurred. Funds are allocated out of the CAI Food Safety Grant budget #190174.

RECOMMENDATION

Authorize the vice president of administrative services to enter into an agreement with Rx Research Services Foundation for the total contract value not to exceed \$300,000.



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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



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

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

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

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

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

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

For District:

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

For Contractor:

Contact information as referenced in Exhibit A



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

MIRACOSTA COMMUNITY COLLEGE DISTRICT

**CONTRACTOR
RX RESEARCH SERVICES FOUNDATION**

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

Signature: _____
Name: Rosemarie Christopher
Title: Founder & CEO
Date: 1/31/2023



EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION

Contractor:

Rx Research Services Foundation
Rosemarie Christopher
100 N. Brand Blvd, Ste. 306
Glendale, CA 91203
213-999-0138
rchristopher@meirxrs.com

District Point of Contact:

Terri Quenzer
Oceanside Campus: MiraCosta College, 1 Barnard Drive, Oceanside, CA 92056
619-922-0696
tquenzer@miracosta.edu

Agreement Period:

Start Date: 10/1/2022
End Date: 9/30/2025

Scope of Work - Description of Services and Deliverables:

Duties and Responsibilities (Tasks to be Completed) in compliance with the “First Food Safety, Compliance, & Quality Career Pathway Initiative Pre-Apprenticeship Program” CAI Pre-Apprenticeship Grant at MiraCosta College.

- Recruitment of 100 pre-apprentices; including production of promotional materials and outreach events
- Onboarding and tracking of 100 pre-apprentices
- Provide training (including materials) and mentoring in food safety (SSOPs, cGMPs), Quality (CQIA), and Culture of Food Safety soft skills for 100 pre-apprentices
- Provide exam preparation refresher courses for Quality certifications for pre-apprentices
- Place 51 pre-apprentices in food companies for work experience; serve as Employer of Record for all pre-apprentices
- Travel to 2-4 outreach events, advisory meetings, and/or statewide conferences per year to present results and outcomes
- Hold 1 in-person Advisory Board meeting per year at a host company
- Expand Food Safety & Quality training into more community colleges by providing training, materials, & certification in CQIA or HACCP for up to 10 community college Biotech faculty in California
- Contractor to check in with District Point of Contact monthly project meetings via Zoom; more frequently as needed
- The training is self-paced and designed to be completed within one year; it’s possible that the numbers may vary at each of the due dates, but will be completed by the final date of the project
- 33-34 historically underrepresented pre-apprentices will be recruited each year; we expect at least 90% of those to have completed certifications in Food Safety and Quality, and ~50% will have completed work experience at food companies
- Monthly program data reports

- Contractor is providing the district with outcomes for historically underrepresented students in Food Safety and claim to initiating a novel and innovative regional and statewide pre-apprenticeship program in Food Safety that creates a pipeline for a novel and innovative DAS registered apprenticeship program (CAI grant application currently pending at the CCCCCO)
- Recruitment, onboarding of pre-apprentices and completion of the pre-apprenticeship program will be ongoing with an estimated completion rate of at least 30 pre-apprentices per year ending September 30 of each year of the grant
- Data will be shared; The Pre-Apprentices 'own' the learnings and earn badges and/or certificates; A listing of the Host companies that provide a entry level job or accept an Apprentice will be provided
- Final payment of the contract occurs upon receipt of deliverables
- Quantitative outcomes include
 - Number of pre-apprentices recruited and onboarded, and demographics
 - Number of pre-apprentices that complete the program, and demographics
 - Number of pre-apprentices that participate in work-based learning, and demographics
 - Number of pre-apprentices who convert to an Apprenticeship and continue working for the food company upon completion of the program, and demographics
 - Number of pre-apprentices who become apprentices for a new HOST company upon completion of the program, and demographics
 - Number of colleges that added CQIA and/or HACCP training as a result of the training provided to Biotech faculty
 - Number of participating food companies practicing FSMA compliance at start and end of the program

Goal: To prepare 100 pre-apprentices in Food Safety and Quality (33-34/year) to qualify them to enter a DAS Registered Food Safety Apprenticeship Program.

Milestones:

- Annual:
 - 33-34 pre-apprentices onboarded and tracked
 - 30 pre-apprentices complete their program
 - At least 1 Advisory Board meeting takes place
 - Present at 1-2 conferences
- 33-34 pre-apprentices complete training per year ending:
 - 9/30/2023
 - 9/30/2024
 - 9/30/2025

Tasks:

- Recruitment
- Training and mentoring
- Organize Advisory Board meetings
- Track data and organize into slides to present



District's responsibilities:

- Fiscal and grant reporting
- Grant management and coordination

Rate and Method of Payment:

Grant start-up costs (paid to Contractor due to CCCC delay in sending funds to MCC): \$32,126.00



Monthly payments of \$8,031.00 effective Feb. 2023 until 9/30/25

Total Not to Exceed Cost for Agreement: \$289,130.00

Payment and Compensation Terms:

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

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

Subject: Ratify Budget Transfers/Revisions	Attachment: Budget Transfers/Revisions Summary
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  _____ Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Total amounts budgeted in the final budget as the proposed expenditure for each major account classification shall be the maximum expended for that classification for the fiscal year, except as specifically authorized by the Board of Trustees. Title 5 requires board approval by a majority of members of the board for transfers between major account classifications as defined by the *California Community Colleges Budget and Accounting Manual*:

- | | |
|------|--|
| 1000 | Academic Salaries |
| 2000 | Classified Salaries |
| 3000 | Employee Benefits |
| 4000 | Supplies (small tangible items) |
| 5000 | Contract Services (intangibles) |
| 6000 | Capital Outlay |
| 7000 | Transfer Out, Student Financial Aid, Contingencies |

Title 5 also requires that two-thirds of the members of the board approve transfers from the reserve for contingencies.

STATUS

The attached information reflects the second quarter budget transfers and revisions, after budget adoption, between major account classifications for all funds for the quarter period ending December 31, 2022.

- The second quarter budget transfer was \$226,159 with a net \$0 impact. Transfers between ledger accounts are performed to meet the needs of the department and district. See notables for highlights.
- The second quarter budget revision was \$2.64 million addition to the original adopted budget. See notables for highlights.

Budget Transfer Notables:

- **Fund 12, 190162_GR COVID Block Grant:** The state block grant of \$5.9 million was received after adopted budget. It was decided by EMT to allocate \$5 million for student emergency aid; thus, a transfer was made from the AS Division cost center (184_CC) to the Financial Aid cost center (160_CC), there was no impact to the bottom line.

Budget Revision Notables:

- **Fund 12, Grants: \$7.4 million net budget added.** \$5.0 million was a transfer from Fund 74 Financial Aid to Fund 12; this is a restatement between funds, where the Student Success Completion and College Promise was moved to Fund 12, and the SFRF Emergency Aid (ARP) was moved to Fund 74. Fund 12 net increase was \$2.4 million from new grants after adopted budget.

RECOMMENDATION

Ratify the budget transfers and budget revisions, as shown on the tables below.

SUMMARY OF BUDGET TRANSFERS – ALL FUNDS
QUARTER ENDING December 31, 2022 (2Q FY2022-23)

The schedule listed below summarizes the net impact of budget transfers between major account classifications for all funds.








Fund	1 Aca Sal	2 CI Sal	3 Benefits	4 Supplies	5 Services	6 Equipment	7 Contingent/ Transfers/ Fin Aid	Grand Total
11_FD Unrestricted General Fund	(\$5,000)	\$15,650	(\$33,378)	(\$72,930)	(\$38,501)	\$134,159		\$0
12_FD Restricted General Fund	(\$16,300)	(\$61,199)	\$5,199	(\$25,000)	\$59,300	(\$1,000)	\$39,000	\$0
41_FD Capital Outlay Projects Fund					(\$54,000)	\$54,000		\$0
Grand Total	(\$21,300)	(\$45,549)	(\$28,179)	(\$97,930)	(\$33,201)	\$187,159	\$39,000	\$0

NET TRANSFER-IN BY ACCOUNT	\$226,159
NET TRANSFER-OUT BY ACCOUNT	(\$226,159)

SUMMARY OF BUDGET REVISIONS – ALL FUNDS
QUARTER ENDING December 31, 2022 (2Q FY2022-23)

The schedule listed below summarizes the net impact of budget revisions for all account classifications for all funds.

Fund	1 Aca Sal	2 CI Sal	3 Benefits	4 Supplies	5 Services	6 Equipment	7 Contingent/ Transfers/ Fin Aid	Grand Total
11_FD Unrestricted General Fund	\$40,000	\$22,000	\$2,000	\$110,000	(\$213,400)	\$294,400	(\$218,000)	\$37,000
12_FD Restricted General Fund	\$439,721	\$274,948	\$288,310	\$50,125	\$379,604	(\$29,700)	\$6,019,290	\$7,422,298
74_FD Student Financial Aid Fund							(\$4,819,169)	(\$4,819,169)
41_FD Capital Outlay Projects Fund	\$10,000			\$25,000	\$15,000		(\$50,000)	\$0
Grand Total	\$489,721	\$296,948	\$290,310	\$185,125	\$181,204	\$264,700	\$932,121	\$2,640,129

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

BACKGROUND

Board Policy 6330—Purchasing and Contracts requires, in part, that all contracts valued at more than the current bid level, as specified in Public Contract Code §20651 et seq. (calendar year 2023 = \$109,300.00), 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 (CUPCCAA) with a current bid limit of \$200,000 for construction.

STATUS

The Purchasing and Material Management Department has attached the latest monthly summary of the contracts and purchase orders for the board’s ratification and approval as a consent item.

RECOMMENDATION

Ratify and approve contracts and purchase orders, as listed in the attachment.

**Contract and Purchase Order Ratification List
December 17, 2022 – January 27, 2023**

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

CUPCAA POs from \$5,000 – \$200,000			
PO #	Vendor	Description	Amount
23000200_PO	Ayuma House Planning Company	Reno B1000 Building Exterior painting (Fac)	\$95,300.00
23000189_PO	Chula Vista Electric Co	5KV Cable and Add LI Switch to XFMR at building 4000 (Fac)	\$59,473.00
22004851_PO	AO Reed & Co	Replacement of Heat pumps San 800 (Fac)	\$57,034.00
23000017_PO	TRL Systems Inc	Services/Repairs (Facilities)	\$52,513.38
22004809_PO	Maurice Gannon	Pavilion Irrigation Main Break Flatwork Repair (Fac)	\$16,500.00
22004806_PO	Maurice Gannon	4000 Threshold & Trip Hazard Repair (Fac)	\$13,800.00
23000291_PO	AO Reed & Co	OC Campus Filter Change out 01-26-2023 (Fac)	\$12,360.00
22004847_PO	NSWC Mechanical Service LLC	Coil replacement for SAN 1000 Chiller (Fac)	\$11,646.00
23000234_PO	Chula Vista Electric Co	EMERGENCY CALL FOR OUTAGE, WIRE PULL, AND ENGINEERING (Fac)	\$10,737.00
22004846_PO	Intelligent Technologies and Services Inc	Services (Fac)	\$10,000.00
22004845_PO	NSWC Mechanical Service LLC	Change Chiller 2 Refrigerant back to R22 (Fac)	\$9,788.00
23000184_PO	HCI Systems Inc	PIV Repair Building 2400 (Fac)	\$7,935.00

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

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

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

POs from \$25,000 – \$99,100			
PO #	Vendor	Description	Amount
22004842_PO	Kitchell	Project Management (Fac)	\$75,000.00
22004797_PO	Dell Marketing L P	Equipment (Career Ed)	\$69,050.17
23000198_PO	Air Cleaning Specialists Inc.	Equipment (Fac)	\$65,301.81
23000164_PO	Explore Colleges	Contract Services (Stud Serv)	\$47,500.00
22004814_PO	Docuseek, LLC	Library E-Resources (Lib)	\$45,791.05
23000030_PO	Modern Campus	Contract Services (Workforce Dev.)	\$29,166.00
22004799_PO	K-12 Technology Group	Software Maintenance (ITS)	\$26,257.62
23000186_PO	Krueger International Inc	Furniture (Chem)	\$25,202.66

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

POs from \$10,000 – \$24,999			
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PO #	Vendor	Description	Amount
22004829_PO	Achieving the Dream Inc	Contract Services (Instit Res)	\$23,000.00
23000188_PO	Sutton Environmental Services	Maintenance Agreement (Fac)	\$22,440.00
23000015_PO	IBM Corporation	Software Maintenance (ITS)	\$17,545.81
23000270_PO	Bibliotheca LLC	Software Maintenance (ITS)	\$13,719.54
22004791_PO	Facilities Planning and Consulting	Services (Fac)	\$13,000.00
22004838_PO	PrideStaff, Inc.	Contract Services (Workforce Dev.)	\$12,096.00
23000071_PO	Daylene Michele Meuschke	Contract Services (Stud Serv)	\$12,000.00
23000185_PO	Parron Hall Office Interiors	Building Improvements (Fac)	\$11,971.48
23000286_PO	Terra American Bistro, Inc.	Food (Pres)	\$11,907.50
23000165_PO	Gideon Taylor Consulting LLC	Software Maintenance (Stud Supp)	\$11,000.00
23000014_PO	TrueDialog Inc.	Subscription (PIO)	\$10,973.22
22004844_PO	Elite Relocation Services	Relocation (Fac)	\$10,504.37
22004820_PO	KaTom Restaurant Supply	Equipment (CARES)	\$10,367.16
23000022_PO	4imprint	Promotional (Stud Supp)	\$10,180.56
23000145_PO	United States Postal Service	Mailing (Pur)	\$10,000.00

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

POs from \$5,000 – \$9,999			
PO #	Vendor	Description	Amount
22004839_PO	CPM LTD INC	Contract Services (Workforce Dev)	\$9,715.20
23000005_PO	Southwest Offset Printing	Printing (Workforce Dev)	\$9,501.83
23000104_PO	Raphael's Party Rentals	Contract Services (Stud Serv)	\$9,497.50
23000181_PO	Pharos Systems International Inc	Software (ITS)	\$9,389.60
23000116_PO	Amazon	Equipment (Workforce Dev)	\$9,374.45
23000065_PO	Digital Pro Inc	Blanket PO	\$8,660.00
22004796_PO	Help Desk Technology Corporation	Software Maintenance (ITS)	\$8,653.00
23000049_PO	Visix Inc	Software Maintenance (ITS)	\$8,599.00
23000171_PO	Parron Hall Office Interiors	Furniture (ART)	\$7,545.41
23000048_PO	Leepfrog Technologies Inc	Software Maintenance (ITS)	\$6,900.00
23000273_PO	Axon Enterprise	Software Maintenance (Pol)	\$6,771.60
22004794_PO	Southland Technology	Equipment (Acad Comp)	\$6,082.11
23000010_PO	Carolina Biological Supply Co	Instructional Equipment (Chem)	\$5,954.06
22004840_PO	Follett Higher Education Group, LLC	Supplies (Nurs)	\$5,417.91
23000072_PO	Smash My Trash Southwest California	Maintenance Agreement (Fac)	\$5,000.00

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

Change Orders			
PO #	Vendor	Description	Amount
22002343_PO	Sherman SM Wong	Legal Services (Admin Serv)	\$20,000.00
22002576_PO	Flinn Scientific Inc	Blanket Purchase Order (Chemistry)	\$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.

Construction Contract Change Orders			
PO #	Vendor	Description	Amount
	No Entries This Month		

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

MOUs and Grants			
PO #	Vendor	Description	Amount
N/A	Nth Generation Computing	Mutual Non-Disclosure Agreement	\$0.00
N/A	Lamar University	Affiliation Agreement with Lamar University - Nursing Program	\$0.00
N/A	Johnson Controls, Inc.	Solar design at Oceanside campus (Note: possible \$35,000.00 fee if Energy Services Agreement not executed. (To be ratified if any payment made))	\$0.00
N/A	Johnson Controls, Inc.	Mechanical Energy Efficiency Project analysis and design (Note: possible \$50,000.00 fee if Energy Services Agreement not executed. (To be ratified if any payment made))	\$0.00

Total Contract Expenditures: \$1,083,123.00
Total MOU Expenditures: \$0.00
Ratify MCC purchase orders 22004662 through 23000297

**Capital Improvement Program Contract and Purchase Order Ratification List
December 17, 2022 – January 27, 2023**

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

CUPCCAA POs from \$5,000 – \$200,000			
PO #	Vendor	Description	Amount
23000131	Ayuma House Planning Company	04207 Sidewalk Concrete Work (OCN)	\$51,670.00

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

POs from \$25,000			
PO #	Vendor	Description	Amount
23000011	NV5 Inc	04112 Provide Design Coordination, Permit Process (SAN)	\$35,305.00

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

POs from \$10,000 – \$24,999			
PO #	Vendor	Description	Amount
22004823	National Roofing Consultants, Inc.	04004 Waterproofing analysis report (CLC)	\$18,150.00
23000037	Shadpour Consulting Engineers Inc	04207 HVAC Integrated Automation FPT Review & Consulting (OCN)	\$10,000.00
23000127	Elite Relocation Services	04117 Moving Services (SAN)	\$10,000.00

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

POs from \$0 – \$9,999			
PO #	Vendor	Description	Amount
22004825	Lowe's	04207 New appliances for Admin Bldg. (OCN)	\$4,319.13
22004857	Spacesaver Intermountain	04203 Anchorage calculations for DSA approval (OCN)	\$2,750.00
22004826	Diversified Business Solutions Inc	04244 Relocation of four copy machines (OCN)	\$665.00

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
22004393	San Diego County Office of Education	04244 Change Order 1 (OCN)	\$588.01

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
22003303	Swinerton Builders	04203 Change Order 33 (OCN)	\$113,198.00
22003301	Caliba Inc	04207 Change Order 10 (OCN)	\$100,493.00
22003404	Balfour Beatty Construction LLC	04215 Change Order 7 (OCN)	\$79,119.66
23000092	DICA Enterprises Inc	04207 Change Order 1 (OCN)	\$41,723.68

22003303	Swinerton Builders	04203 Change Order 35 (OCN)	\$14,907.00
22004835	Botsford Construction Inc	04004 Change Order 1 (CLC)	\$2,955.00

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

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

MM-17-001 – Architectural and Engineering Services Task Change Orders			
PO #	Vendor	Description	Amount
22004454	M Arthur Gensler Jr & Associates Inc	03722 Change Order 1 (Program Wide)	\$50,000.00
22004824	Architects Mosher Drew	04244 Change Order 2 (OCN)	\$25,000.00
22003579	Little Diversified Architectural	04207 Change Order 14 (OCN)	\$4,200.00

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

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

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

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

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

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

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

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

MM-19-012 – Commissioning Services Task Change Orders

PO #	Vendor	Description	Amount
	No Entries This Period		

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

MM-19-013 – Inspector of Record Task Orders

PO #	Vendor	Description	Amount
	No Entries This Period		

MM-19-013 – Inspector of Record Task Change Orders

PO #	Vendor	Description	Amount
	No Entries This Period		

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

MM-19-014 – Special Inspection Task Orders

PO #	Vendor	Description	Amount
	No Entries This Period		

MM-19-014 – Special Inspection Task Change Orders



PO #	Vendor	Description	Amount
22003765	Twining Inc	04109 Deductive CO 1 (SAN)	\$-23,579.75

Total Contract Expenditures: \$541,463.73

Ratify purchase orders — 22004823, 22004825-22004826, 22004857, 23000011, 23000037, 23000127

Ratify purchase orders (Task Orders) — N/A

Ratify purchase orders (Contracts) — 23000131

<p>Subject:</p> <p>Approve FY2023/24 Nonresident Tuition Fee</p>	<p>Attachment:</p> <ul style="list-style-type: none"> • 2023/24 Nonresident Tuition and Capital Outlay Fees Memorandum • 2023/24 Nonresident Tuition Fees Worksheet
<p>Category:</p> <p>Action Items</p>	<p>Type of Board Consideration:</p> <p>Information Consent <input checked="" type="checkbox"/> Action</p>
<p>Institutional Goals:</p> <p>mcc_mission_statement.pdf (miracosta.edu)</p>	<p>Institutional Goal Supported:</p> <p>Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4</p>
<p>Recommended:</p>  <hr/> <p>Tim Flood Assistant Superintendent/Vice President, Administrative Services</p>	<p>Approved for Consideration:</p>  <hr/> <p>Sunita V. Cooke, Ph.D. Superintendent/President</p>

BACKGROUND

The California Education Code provides for nonresident tuition-fee income to support education and education-support costs for nonresident students. Education Code §76140 requires that each district governing board establish the nonresident tuition fee not later than March 1 (AB 3255, 9/1/2018) for the succeeding year. Education Code §76140 specifies seven options to determine the nonresident tuition fee, listed below. MiraCosta’s current FY2022/23 fee is \$304 per semester unit.

The options to consider for MiraCosta College for FY2023/24 is between \$332 and \$548 per semester unit as shown below:

- A.1 The district’s average cost: \$548.
- A.2 The district’s average cost with ten percent or more noncredit FTES: N/A for MiraCosta as we are at 7.2 percent.
- B.1 The statewide average expense of education: \$414.
- B.2 The highest statewide average (highest year of the succeeding, current, and four prior years): \$414.
- C. Contiguous district (an amount not to exceed the fee established by the governing board of any contiguous district, Palomar \$357 proposed and San Diego \$332.
- D. Between statewide average expense and district expense: \$414 to \$548.
- E. Comparable state’s average per semester tuition: \$400.

Nonresident Capital Outlay Fee

Pursuant to Education Code section 76141, a district may charge a capital outlay fee to nonresident students, other than those with exemptions for nonresident fees pursuant to

AB 540. The nonresident capital outlay fee is calculated as the lesser of (1) the district capital outlay expenditures in the preceding fiscal year divided by total FTES or (2) fifty percent of the nonresident tuition fee adopted pursuant to Education Code section 76140.

Processing Fee for Students from Foreign Countries

Education Code section 76142 states a district may charge nonresident applicants who are both citizens and residents of a foreign country a processing fee not to exceed the lesser of (1) the actual cost of processing an application and other documentation required by the federal government or (2) \$100. This fee may be deducted from the tuition fee at the time of enrollment.

STATUS

The current nonresident tuition and other fees for the FY2022/23 fiscal year are as follows:

- MiraCosta CCD \$304 per semester unit
- Palomar CCD \$332 per semester unit
- San Diego CCD \$304 per semester unit

Contiguous districts proposed rate for FY2023/24.

- Palomar CCD \$332 – Proposed rate per semester unit
- San Diego CCD \$332 – Proposed rate per semester unit



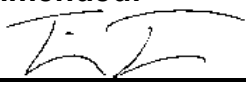

RECOMMENDATION

Approve FY2023/24 nonresident tuition fee of \$332 per semester credit hour for nonresident students with no capital outlay charge or processing fee for international students, effective fall 2023, using San Diego Community College District’s state calculated rate.

District:	MiraCosta Community College District	
Term:	Semester	
Nonresident Tuition Fee Options		
A.1	District Average Cost	
A.	District Expense of Education for Base Year	\$ 136,275,527
B.	District Annual Total FTES	9,098
C.	Average Expense of Education per FTES (A/B)	\$ 14,979
D.	U.S. Consumer Price Index Compound Factor	1.0970
E.	Average Cost per FTES for Tuition Year (C x D)	16,432
F.	Nonresident Tuition Fee per Semester Unit (E/30)	548
A.2	District Average Cost with 10 Percent or More Noncredit FTES	
	Noncredit FTES percent of Total	7.2%
A.	District CREDIT ONLY Expense of Education for Base Year	
B.	Annual Total FTES	N/A
C.	Average Expense of Education per FTES (A/B)	N/A
D.	U.S. Consumer Price Index Compound Factor	1.0970
E.	Average Cost per FTES for Tuition Year (C x D)	N/A
F.	Nonresident Tuition Fee per Semester Unit (E/30)	N/A
B.1	Statewide Average Cost	
A.	Statewide Expense of Education for Base Year	10,527,821,493
B.	Statewide Annual Total FTES	929,867
C.	Average Expense of Education per FTES (A/B)	\$ 11,322
D.	U.S. Consumer Price Index Compound Factor	1.0970
E.	Average Cost per FTES for Tuition Year (C x D)	12,420
F.	Nonresident Tuition Fee per Semester Unit (E/30)	\$ 414
B.2	Highest Statewide Average Cost	
	Highest year of the succeeding, current, and 4 prior years.	2023-24
	Nonresident Tuition Fee per Semester Unit	\$ 414
C	Contiguous District	
	Contiguous District	SAN DIEGO
	Maximum Fee (Contiguous District Nonresident Tuition Fee)	\$332
	Nonresident Tuition Fee per Semester Unit	\$ 332
D	Between Statewide Average Expense of Education and District Average Expense of Education	
	Minimum (Option B.1 - Statewide Average Cost) per Semester Unit	\$ 414
	Maximum (Option A.1 - District Average Cost) per Unit	\$ 548
	Nonresident Tuition Fee per Semester Unit	
E	Comparable States Average	
	Nonresident Tuition Fee per Semester Unit	\$ 400

Nonresident Capital Outlay Fee		
A. Capital Outlay expense - prior year		
B. FTES total from prior year		9,098
C. Capital outlay expense per FTES (A/B)	\$	-
D. Capital Outlay Fee per Semester Unit (C/30)	\$	-
E. Adopted Nonresident Tuition Fee	\$	332
F. 50% of Adopted Nonresident Tuition Fee	\$	166
G. Maximum Nonresident Capital Outlay Fee (lesser of D or F)	\$	-

California Community Colleges 2023-24 Nonresident Tuition and Capital Outlay Fee MiraCosta Community College District		
The district governing board has established Nonresident Fees as shown below.		
Adoption Date: _____		
Nonresident Tuition Fee		
	Basis for Adoption (Select one)	Fee
<input type="checkbox"/>	A.1 - District Average Cost	
<input type="checkbox"/>	A.2 - District Average Cost with 10 Percent or More Noncredit FTES	
<input type="checkbox"/>	B.1 - Statewide Average Cost	
<input type="checkbox"/>	B.2 - Highest Statewide Average Cost	
<input checked="" type="checkbox"/>	C - Contiguous District	\$ 332
<input type="checkbox"/>	D - Between Statewide Average Expense of Education & District Expense of Education	
<input type="checkbox"/>	E - Comparable States Average	
Nonresident Capital Outlay		
Maximum Nonresident Capital Outlay Fee is \$ 0		
<input type="checkbox"/>	Nonresident Capital Outlay Fee	
Contact Information		
Signature:		
Name:	Tim Flood	
Title:	Assistant Superintendent/Vice President Administrative Services	
Phone:	(760) 795-6653	
Email:	tflood@miracosta.edu	

Subject: Approve District’s Participation in Internal Revenue Service 179D Program and Use of Foundation for California Community Colleges’ Agreement	Attachment: <u>FCCC Agreement No. 00005944</u>
Category: Consent Items	Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div>
Institutional Goals: <u>mcc_mission_statement.pdf (miracosta.edu)</u>	Institutional Goal Supported: <div style="text-align: center;">  Goal 1 Goal 2 Goal 3 Goal 4 </div>
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The United States Congress enacted Section 179D of the Internal Revenue Code as part of the Energy Policy Act of 2005, which was made permanent in 2021 (“179D”). 179D is a tax deduction program for the construction of energy efficient buildings that encourages taxpayers to build and retrofit energy efficient building systems by providing a one-time tax deduction during the year a qualifying project is placed into service. 179D provides a special rule for government owned buildings to provide a similar incentive by permitting the government entity that owns the building to allocate the 179D benefits to the designer and/or contractor responsible for installing the relevant systems (e.g., interior lighting, HVAC and hot water systems, building envelope). 179D is applicable to both renovation and new construction projects.

As public entities do not pay federal income taxes, 179D permits a public entity to monetize the allocation of such tax deductions to the qualifying project(s) designer(s) and/or contractor(s). This results in a public entity obtaining free money/credits from the allocation of such tax deductions to the designer(s) and/or contractor(s) with no upfront out of pocket dollars being spent by the public entity.

There are two ways the district can receive value by allocating such tax deductions: (1) when contracting with third parties that qualify under the law as a “designer” for the design of new buildings, that will include energy efficient elements, the district can negotiate a reduced fee from the third party designer and allocate the tax deductions to the third party designer; and (2) regarding building projects placed in service within the last three years where the tax deductions have not yet been allocated, the district can contact third parties that were involved and who would qualify for the deductions to see if they are interested in receiving the deductions in exchange for money that such third party and/or parties would pay to the governmental entity owner.

STATUS

The district's outside legal counsel, Cauvel & Dacey, P.C. ("C&D"), has had several discussions with district staff, as well as Program Management Office staff ("PMO"), regarding 179D, regarding how the district may benefit from participating and the next steps the district should take should it decide to take advantage of 179D. Next steps include the board approving the district's participation in the 179D program and the district engaging the assistance of a third-party verification firm that assists public and private entities take advantage of various tax credit programs, including 179D, by assisting the entities with quantifying, contracting, and monetizing 179D allocations ("Coordination Services").

Recently, the PMO advised C&D that the district wants to take the next steps for participation in the 179D program. Thus, C&D introduced the PMO to Efficiency Energy LLC ("EE"), a third-party verification firm C&D worked with previously on behalf of other public entities. After several discussions between the PMO and EE, the district and PMO want to engage EE to provide the district with coordination services.

EE has provided coordination services to other public entities, including but not limited to the Los Angeles Community College District, Los Angeles Unified School District, the University of California Office of the President, and the California State University Office of the Chancellor. EE has an agreement to provide coordination services with the Foundation for California Community Colleges ("FCCC").

California Public Contract Code section 20652 allows public agencies to utilize certain agreements 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 public agency. Moreover, given a third-party verification firm, such as EE, offers a specialized professional service, the district can engage such a firm directly and without undertaking a Request for Qualifications/Request for Proposals process.

Given that EE provides specialized professional services, and EE's contract with FCCC, district staff, the PMO and C&D have determined that the district can piggyback off of FCCC's agreement no. 00005944, with a term of July 28, 2022, through July 27, 2025, with Efficiency Energy LLC to provide Coordination Services to the district for which the district will pay EE a fixed 17 percent of the gross tax benefit value received by the district as a result of EE's coordination services. The district is not obligated to pay EE if its coordination services do not result in the district realizing any 179D funds.


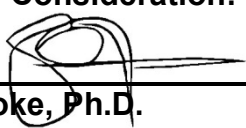
RECOMMENDATION

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

- 1) Approve the district's participation in the 179D program by which the district can monetize 179D tax deduction allocations; and
- 2) Delegate authority to the assistant superintendent/vice president administrative services, or their designee, to execute the paperwork necessary for the district's participation in the 179D program; and
- 3) Approve the district's use of FCCC's agreement no. 0005944 with Energy Efficiency, LLC to provide coordination services to the district at a cost of 17 percent of the gross tax

benefit value received by the district as a result of Energy Efficiency, LLC's coordination services; and

- 4) Direct district staff to report to the board annually regarding the results of the district's participation in this program.

Subject: Award of Contract for Bid #C05-23 Technology Career Institute Improvements	Attachment: Bid Documents Bid Summary
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The Technology Career Institute’s (TCI) welding and brew tech programs were previously housed and hosted by the City of Oceanside in one of their vacant recreational buildings at Landis Park. Several months ago, the city decided to repurpose the space and notified the district to vacate the building in Oceanside. The two programs were placed on hold, and contents have been stored until a new space could be located. A new space at the existing TCI building in Carlsbad was identified, designed, and bids were solicited for improvements.

On March 14, 2019, the board approved item VII.G – Approve Authorization for the Vice President for Administrative Services to Execute Change Orders and Contract Amendments for Measure MM Bond Program and Other District Facilities Contracts. The board’s action was based on the authority provided to the district by California Legislature Education Code Sections 81655 and 81656.

STATUS

Bid #C05-23 TCI Improvements was issued by the purchasing department and advertised in the San Diego Union Tribune on December 22, 2022. The bid documents were made available and sent out to 349 vendors through the district’s PlanetBids bid management portal system with A (general engineering contractor) or B (general building contractor) licenses.

Twenty contractors attended the mandatory pre-bid job walk on January 17, 2023. Six vendors submitted electronic proposals by the January 31, 2023, deadline via PlanetBids:







Vendor Name	Amount
SAS Construction	\$749,800
Conan Construction, Inc.	\$984,000
Built Pacific, Inc.	\$1,089,510
Armstrong Cal Builders, Inc.	\$1,148,500
LDCo. Inc.	\$1,288,930
Edwards Construction Group, Inc.	\$1,292,691

The contract award is based on the lowest, responsive, and responsible bid proposal. Five of the six contractors were deemed responsive. Conan Construction, Inc., located in Carlsbad, California, was the lowest, responsive, and responsible bidder with a base bid amount of \$984,000. Funding is budgeted within the District's Fund 41 Capital Outlay Funds and grant funds. The facilities and purchasing staff recommend that the board delegate its authority to the vice president of administrative services to award and execute a construction contract for the project to the lowest, responsive, and responsible bidder at or below the established project budget of \$1,200,000.

RECOMMENDATION

Given the foregoing, district staff recommend that the board approve the following:

- Authorize the vice president of administrative services to award and execute a construction contract with the lowest, responsive, and responsible bidder for the TCI Improvements project in an amount not to exceed the established project budget of \$1,200,000; and
- Authorize the director of purchasing and material management to proceed with the award of Bid #C05-23 TCI Improvements project to Conan Construction, Inc.

Subject: Board Policy 5035 – Withholding of Student Records	Attachment: Board Policy 5035 – Withholding of Student Records
Category: Board Policies – Second Reading	Type of Board Consideration: Information Consent  Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported:  Goal 1  Goal 2  Goal 3  Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

Revisions to Board Policy 5035 – Withholding of Student Records have been approved by College Council, and the policy is now presented for a second reading and adoption by the board of trustees.

Administrative Procedure 5035 is included for reference only.

RECOMMENDATION

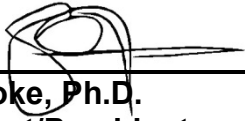
Adopt Board Policy 5035 – Withholding of Student Records.

Students or former students who have been provided with written notice that they have failed to pay a proper financial obligation shall have ~~grades, transcripts, diplomas,~~ and registration privileges withheld.

See Administrative Procedure 5035.

The director of admissions and records may withhold diplomas and registration privileges from any student or former student who fails to pay a proper financial obligation to the district. The students shall be given written notification and the opportunity to explain if the financial obligation is in error.

The definition of proper financial obligation shall include but is not limited to: student fees; obligations incurred through the use of facilities, equipment, or materials; library fines; unreturned library books; materials remaining improperly in the possession of the student; and/or any other unpaid obligation a student or former student owes to the district. A proper financial obligation does not include any unpaid obligation to a student organization.

Subject: Board Policy 5300 – Student Equity	Attachment: Board Policy 5300 – Student Equity
Category: Board Policies – Periodic Review	Type of Board Consideration: Information Consent <input checked="" type="checkbox"/> Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

A periodic review of Board Policy 5300 – Student Equity has been approved by College Council, and the policy is now presented for adoption by the board of trustees.

Administrative Procedure 5300 is included for reference only.

RECOMMENDATION

Adopt Board Policy 5300 – Student Equity.

The Board of Trustees is committed to assuring student equity in educational programs and college services. The superintendent/president shall establish and implement a student equity plan that meets the Title 5 standards for such a plan.

Adoption Date: 12/10/14

Periodic Review: ~~xx/xx/xx~~References: Education Code §§ 66030, 66250 et seq., and 72010 et seq.
Title 5, §54220

CCLC Update: –

Steering: IDEA / AS/Admin/CSC

The district has a student equity plan. Following approval by the MiraCosta Community College District Board of Trustees, the plan is filed as required to the California Community Colleges Chancellor's Office.

The development of the student equity plan shall entail the following:

- The active involvement of constituent groups on campus.
- Involvement by appropriate people from the community who can articulate the perspective and concerns of historically underrepresented groups.
- Campus-based research as to the extent of student equity.

The student equity plan shall address:

- Institutional barriers to equity.
- Goals for access, retention, degree and certificate completion, English as a Second Language (ESL) and basic skills completion, and transfer for each historically underrepresented group.
- Activities most likely to be effective to attain the goals, including coordination of existing student equity related programs.
- Sources of funds for the activities in the plan.
- A schedule and process for evaluation of progress towards the goals.
- An executive summary that describes the groups for whom goals have been set, the goals, the initiatives that the district will undertake to achieve the goals, the resources budgeted for that purpose, and the district officer or employee who can be contacted for further information.

The student equity plan shall be developed, maintained, and updated under the supervision of the Chief Inclusion, Diversity, Equity, and Accessibility Officer.

Subject: Second Quarter Fiscal Report	Attachment: Quarterly Report on Cash and Investments
Category: Information	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> Information Consent Action </div>
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <div style="display: flex; justify-content: space-around; align-items: center;"> Goal 1 Goal 2 Goal 3 Goal 4 </div>
Recommended: _____ Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration: _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Title 5, section 58310 of the California Code of Regulations, requires the chief executive officer or other designee of the governing board to regularly report to the governing board the district’s financial condition at least once every three months. The quarterly fiscal report is a summary overview report that includes information from the CCFS-311Q (applicable for 1Q, 2Q, and 3Q) and Report of Investments, and is to be prepared on forms provided by the Community College System Office and submitted to the appropriate county offices and system office no later than forty-five days following the completion of each quarter. The certified report is to be reviewed by the district governing board at a regularly scheduled meeting and entered into the minutes of the meeting.

STATUS

The second quarter report for the period ending December 31, 2022, is attached. The Quarterly Report of Investments includes both district funds within the County Pooled Investments and proprietary and fiduciary funds held by the district.

1. The total year revenue projection is \$151.5 million, the same as the adopted budget. Revenues through December 31, 2022, are at 42 percent of budget; property tax revenue through December 31, 2022, is at 41 percent, which is the normal trend.
2. The total year expense projection is \$149.8 million, the same as the adopted budget. Expenses through December 31, 2022, are at 43 percent. The district will catch up with spending in the second semester.
3. The Unrestricted General Fund balance (Reserves) fiscal year-end projection remains the same as adopted budget at 25.6 percent (3 months) of annual expenses, above the 2 months (17 percent) policy.

4. The cash balance for period end December 31, 2022, held at the San Diego County Treasury, was \$357.2 million from the following funds:
 - \$63.9 million for General Funds, Fund 11 (unrestricted) and Fund 12 (restricted). The cash balance will be spent down for operational expenses through April 2023, when the second property tax revenue will be received.
 - \$32.0 million for the Capital Outlay Fund 41.
 - \$260.7 million for the General Obligation Bond Series B and C, Fund 43.
 - \$596 thousand for Fund 61-Self Insurance and Fund 73-Student Center Fees.
5. The cash balances for period ending December 31, 2022, held at local banks, were \$3.9 million for financial aid, cash clearing, auxiliary funds (bookstore, cafeteria,) and student accounts (ASG and clubs).
6. The OPEB (Other Post Employment Benefit) trust balance for period ending December 31, 2022, was \$29.6 million with the fiscal year-to-date rate of return of 0.3 percent. The change of market value has resulted with a total funded accrued liability of 87 percent.

RECOMMENDATION

For information only.

FROM: Tim Flood, Vice President, Administrative Services

DATE: February 23, 2023

TO: Dr. Sunita Cooke, Superintendent/President

SUBJECT: District's Cash and Investment Report status, December 31, 2022

The district's total cash and investment status report. The Other Post-Employment Benefit (OPEB) Trust Investment account is an irrevocable trust and can only be used for the Retiree Health benefit costs.

Actual-to-Budget, CCFS Quarterly Financial Status Report Amount

Revenues

<input type="checkbox"/>	FY23 Adopted Budget	\$151,454,952
<input type="checkbox"/>	FY23 Projected Budget	\$151,454,952
<input type="checkbox"/>	FY23 Actual as of December 31, 2022	\$63,680,554
<input type="checkbox"/>	FY23 Actual YTD to Projected Budget	42.0%

Expenses

<input type="checkbox"/>	FY23 Adopted Budget	\$149,784,185
<input type="checkbox"/>	FY23 Projected Budget	\$149,784,185
<input type="checkbox"/>	FY23 Actual as of December 31, 2022	\$65,050,563
<input type="checkbox"/>	FY23 Actual YTD to Projected Budget	43.4%

Cash Deposits and Investments, Quarterly Report of Investments Balance

<input type="checkbox"/>	Total Cash in the County pooled investment fund (combined funds)	\$357,216,618
	Detail by Fund below:	
<input type="checkbox"/>	o General Fund 11 & 12	\$63,938,791
<input type="checkbox"/>	o Capital Outlay Fund 41	\$31,968,490
<input type="checkbox"/>	o General Obligation Bond Fund 43	\$260,713,354
<input type="checkbox"/>	o All Other Funds	\$595,982
<input type="checkbox"/>	o Rate of Return Fiscal YTD	1.060%
<input type="checkbox"/>	Cash in bank deposits	\$3,747,755
<input type="checkbox"/>	o Rate of Return	NA
<input type="checkbox"/>	Cash in Money Market instruments (Bookstore Fund)	\$149,002
<input type="checkbox"/>	o Rate of return	0.05%

OPEB Trust Balance

<input type="checkbox"/>	Balanced Fund Portfolio as of December 31, 2022	\$29,566,086
<input type="checkbox"/>	o Rate of Return 12/31/2022 Fiscal YTD (Annual Target 5.5%)	0.30%
<input type="checkbox"/>	o Funded Accrued Liability	87.1%



CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA

CHANGE THE PERIOD ▼

Fiscal Year: 2022-2023

District: (050) MIRACOSTA

Quarter Ended: (Q2) Dec 31, 2022

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2019-20	Actual 2020-21	Actual 2021-22	Projected 2022-23
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	130,698,321	135,739,684	138,422,668	151,394,952
A.2	Other Financing Sources (Object 8900)	45,068	1,726,909	4,262,923	60,000
A.3	Total Unrestricted Revenue (A.1 + A.2)	130,743,389	137,466,593	142,685,591	151,454,952
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	120,956,934	119,764,121	127,299,257	140,769,185
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	8,040,335	15,981,045	13,854,379	9,015,000
B.3	Total Unrestricted Expenditures (B.1 + B.2)	128,997,269	135,745,166	141,153,636	149,784,185
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	1,746,120	1,721,427	1,531,955	1,670,767
D.	Fund Balance, Beginning	30,739,003	33,366,792	35,101,240	36,633,195
D.1	Prior Year Adjustments + (-)	-37,637	13,021	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	30,701,366	33,379,813	35,101,240	36,633,195
E.	Fund Balance, Ending (C. + D.2)	32,447,486	35,101,240	36,633,195	38,303,962
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	25.2%	25.9%	26%	25.6%
II. Annualized Attendance FTES:		Actual 2019-20	Actual 2020-21	Actual 2021-22	Projected 2022-23
G.1	Annualized FTES (excluding apprentice and non-resident)	9,998.00	9,822.72	8,805.63	8,700.74

III. Total General Fund Cash Balance (Unrestricted and Restricted)		As of the specified quarter ended for each fiscal year			
		2019-20	2020-21	2021-22	2022-23
H.1	Cash, excluding borrowed funds		34,884,831	44,559,438	64,585,713
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	26,642,843	34,884,831	44,559,438	64,585,713

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	151,394,952	151,394,952	63,726,726	42.1%
I.2	Other Financing Sources (Object 8900)	60,000	60,000	-46,172	-77%
I.3	Total Unrestricted Revenue (I.1 + I.2)	151,454,952	151,454,952	63,680,554	42%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	140,769,185	140,769,185	65,018,695	46.2%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	9,015,000	9,015,000	31,868	0.4%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	149,784,185	149,784,185	65,050,563	43.4%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	1,670,767	1,670,767	-1,370,009	
L	Adjusted Fund Balance, Beginning	36,633,195	36,633,195	36,633,195	
L.1	Fund Balance, Ending (C. + L.2)	38,303,962	38,303,962	35,263,186	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	25.6%	25.6%		

V. Has the district settled any employee contracts during this quarter? NO

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? NO
This year? NO
Next year? NO

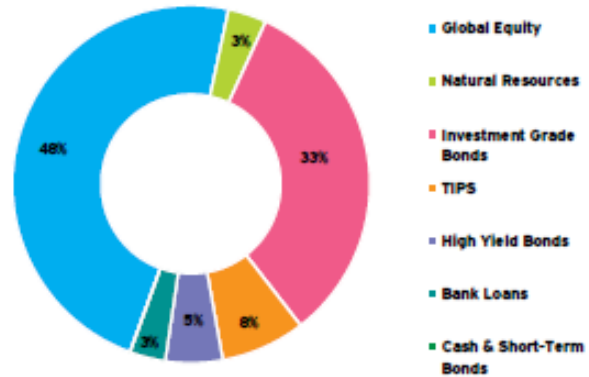
If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

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

12/31/2022

Change in Portfolio - 2nd Quarter of Fiscal Year 2023 **Asset Allocation**

Portfolio Value on 9/30/2022	27,738,456
Contributions	0
Withdrawals	0
Change in Market Value	1,518,162
Income Received	319,242
Portfolio Fees	(9,774)
Portfolio Value on 12/31/2022	29,566,086



Trailing Period Performance

	Fiscal						Inception Date	Since Inception (%)
	2Q23 (%)	YTD (%)	1 YR (%)	3 YR (%)	5 YR (%)	10 YR (%)		
Mira Costa Community College District	6.6	0.3	-14.3	1.4	3.3	4.9	7/1/2009	6.7
Policy Benchmark ¹	6.2	0.6	-14.5	2.0	3.9	NA		NA
CPI Medical Care (Inflation)	-1.0	0.8	4.0	2.6	2.9	2.8		2.9

Fiscal Year Performance


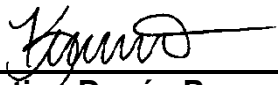
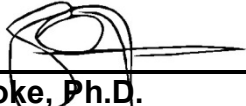
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)
Mira Costa Community College District	-12.2	20.2	4.4	5.9	7.0	9.2	-0.9	2.7	11.9	8.0
CPI Medical Care (Inflation)	4.3	0.4	3.1	2.0	2.5	2.7	3.3	2.5	2.6	2.2

¹ Policy Benchmark consists of 47% MSCI ACWI IMI, 1% Vanguard Spliced Global Capital Cycles Index, 1% Spliced U.S. IMI Materials 25/50, 1% Vanguard Spliced Energy Index, 34% Bloomberg Barclays Aggregate, 8% Bloomberg Barclays U.S. TIPS, 5% Bloomberg Barclays "BB" High Yield, and 3% CSFB Leveraged Loan



Prepared by Meketa Investment Group



Subject: Instructional Services Division Report	Attachment: None
Category: College Related Reports	Type of Board Consideration: <div style="text-align: center;">  </div> Information Consent Action
Recommended:  <hr/> Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

School of Arts and International Languages (Jonathan Fohrman, Lauren Greenwald, Trisha Hanada-Rogers, Cristina Toharia, Steve Torok, and Tracy Williams)

During the past semester, a new introductory course in Ethnic Studies was submitted for inclusion in the 2023/24 Catalog. This was the beginning of the curriculum development work that will proceed into the foreseeable future as the department ramps up its ability to provide a rounded selection of offerings in response to the new Ethnic Studies General Education requirement, while also pursuing expanded program offerings, which will respond to the needs and interests of our student community. Professor Olivia Quintanilla is working with constituents to explore program opportunities, while tracking statewide developments and participating in dialogue with colleagues around the state and across the CSU and UC systems. She has also helped establish a statewide intersegmental working group focused on Pacific Islander American Studies.

It was very exciting to reestablish a MiraCosta College Study Abroad program last summer after so many years. The program is currently recruiting for a summer program in Costa Rica with a focus on intercultural communication and Spanish culture. The program will return to Florence once again and cover the history of architecture, as well as a course in Italian culture.

It continues to be gratifying to see on-campus instruction draw back greater numbers of students, and for arts events to continue to return to more normal operations, such as this semester’s return of the music department’s Oceanside Jazz Festival. While the jazz festival provides an opportunity for students to participate in workshops from a range of visiting artists and clinicians, theatre and dance students will have comparable opportunities this semester as they travel to compete and participate in the Kennedy Center American College Theatre Festival, and the American College Dance Association Festival. Students have been working closely with faculty to prepare for these significant learning and networking opportunities. See the full event listings for this semester in the [Spring 2023 Arts Calendar](#).

School of Continuing and Community Education (John Makevich, Bea Aguilar, Erica Duran, Tricia Hoste, Angela Senigaglia)

Continuing Education/Noncredit

Enrollments in noncredit courses, including Adult High School, are up approximately 12 percent over this time last year. High demand continues for online courses, with a growing demand of on-site courses as well.

Noncredit ESL faculty recently revised the curriculum for the citizenship training certificate to expand the number of students eligible to pursue instruction to help them to pass their US Citizenship examination while continuing to expand their fluency in the English language.

This spring semester, programs have returned to several off-site locations for noncredit coursework in ESL and courses for older adults.

Community Education and Workforce Development

Technical Career Institute (TCI) is nearing the completion of the permitting process with the City of Carlsbad for a building remodel that will transform underutilized office space and a hallway into lab/classroom areas. The new labs will provide space for the award winning BrewTech program as well as the welding program.

TCI staff have begun meetings with several different advisory groups to begin rolling out additional work skills programs for 2023. The new programs will include composites training, heating ventilation and air conditioning (HVAC), and aquaculture. All three training areas have been requested by industry partners who have job vacancies for skilled workers.

Congressman Mike Levin sponsored a \$1 million contribution to MiraCosta's TCI, which was included in the Community Projects omnibus bill signed into law at the end of December. TCI will be receiving the funding in early 2023 and it will be used to expand upon the new programs mentioned above, and to assist with current work skills program funding.

Funding from the state higher education bill sponsored by Assemblywoman Tasha Boerner Horvath has provided for internships for 133 students, 52 of whom were hired post-internship.

The TCI received a 2022 Excellence in North County Economic Development Award this past December in recognition of the newly expanded internship opportunities for students.

The TCI launched the Hire Local Campaign with funding from the City of Oceanside. These funds (\$120,000) provide free tuition for nine of the program's signature work skills programs for Oceanside residents with the aim of providing career pathways to their community so they can stay in Oceanside and work locally. This is the second time running this campaign.

Instructional Services and Library (Zhenya Lindstrom, Michelle Ohnstad, Glorian Sipman)

Client Relationship Management (CRM) Implementation

The CRM Core team has worked closely with the School Relations/Diversity Outreach Office and the Public Information Office to map business processes and launch several key features in comprehensive CRM and case management technology, TargetX in fall 2022 to improve and enhance prospective student support, including:

- **Centralized Inquiry Forms and Response Processes:** Prospective students can now access the new student inquiry form through the "Contact Us" link on the MiraCosta website, and those inquiries are routed to appropriate staff across campus who are able

to provide personalized responses through TargetX. A high school contact can be completed by prospective students during the High School Outreach events, allowing the high school outreach team to provide dedicated support and guidance for these inquiries.

- **Social Media Integrations:** TargetX is now integrated with Facebook and Instagram, and all social media leads from MiraCosta campaigns are automatically loaded into TargetX, allowing staff to provide timely responses to those inquiries.
- **Events Management:** The TargetX Events module is now live, and has been successfully used to support the new student seminar and spring registration night events held in January 2023. The module allows students to self-register for events, receive reminder emails, check-in to the events using QR codes, and then receive post-event surveys.

The roadmap for spring 2023 includes plans to manage campus tours using TargetX, build a robust data integration between TargetX and SURF, integrate TargetX with TrueDialog, the SMS/texting technology to support text messaging with students. Upon completion of these tasks for prospective student outreach, the program will begin designing and implementing technology to support the Academic Career Pathway (ACP) Success Teams, working toward a comprehensive student success and case management platform.

Academic Career Pathway Success Teams

ACP Success Teams collaborated and hosted events to support disproportionately impacted student populations during the semester including:

- The Languages, Communications, and Humanities team collaborated with the Social Justice and Equity Center (SJEC) to host a *"Finding Your Path: A Latinx/Chicanx Story"* event, in which former MiraCosta Alumna Erica Alfaro shared her experience navigating higher education, finding her career path, and current journey as a mother and award-winning author. Students who attended were led in a guided journal exercise and had the opportunity to connect with resources on campus to support them as they find the career path that is right for them.
- The Social and Behavioral Sciences team collaborated with Work-Based Learning (WBL) liaisons to host two *"Test Drive Your Career"* events which highlighted career pathways that can be pursued if you are interested in majoring in Psychology and Child Development. This event brought professionals from the community with varying experiences, backgrounds, and identities to share ways in which they navigated their educational journey and pursued their careers. Local organizations that were a part of these events also shared current job opportunities for students to get hands-on experience in these fields.
- Creative and Applied Arts networked with several student clubs to host a *"Club Mixer"* that included staff and faculty from arts disciplines to join students for food, music, and community building. Students had a chance to meet others in similar majors and get to know their instructors in a more casual setting. It has been highly requested by students who attended that we host more of these events.
- In collaboration with the Orientation and Student Support department, we hosted the New Student Seminar with the goal of institutionalizing the program as a contextualized onboarding strategy that supports the student transition into MiraCosta and their ACP. This program continues to provide students with deeper career exploration prior to the start of their first semester, connects to campus resources, introduces them to ACP learning communities, and helps build community and a sense of belonging. Strategic marketing and communication efforts were established through TargetX CRM to recruit students from disproportionately impacted (DI) student populations (Latinx, Black/African American, students over 25) to attend the program. These efforts directly

support the ACP Success Teams allowing them to build connections with students from DI populations that they will serve in their cohorts that semester and support students most in need early on.

A goal of success teams this semester is to have a stronger presence on campus and continue to be in student spaces to provide support. To start the semester, success teams partnered with Student Life and Leadership as well as the Associated Student Government to host a “Week of Welcome” event at both the San Elijo and Oceanside Campus. At these events, students met members of their success team and participated in activities hosted by ACPs. Success teams continue to innovate and create opportunities to connect with the DI student cohorts through direct outreach and by building community spaces.

Recently, two new campus aids have been hired to support the Business and Technology and Creative and Applied Arts teams.

ACP Instructional Faculty Liaisons (IFLs) have worked with department chairs and other faculty in their respective ACP to identify “Light the Fire” introductory courses. These are courses that light the fire for learning and career pathways among students, collaborate on improving academic maps and identify effective teaching practices that support the Guided Pathways framework. The goal is to showcase and empower faculty who implement these effective practices. The Business and Technology ACP now has a series of short videos with faculty introducing their “light the fire courses”.

Dual Enrollment

MiraCosta College continues to offer courses at local high schools to allow students to complete college early and to build a college-going culture among underrepresented student populations. The dual enrollment headcount for 2022/23 is at an all-time high, with 788 students across the three feeder, district high schools. MiraCosta continues to offer courses that provide important workforce and life skills as well as opportunities for career exploration. Examples of new dual enrollment course offering include BUS 147 Personal Finance, ADM 200 Concepts of Criminal Law, and BTEC 107 Exploring Biotechnology.

In November 2022, a strategic planning meeting was held with the top leadership at Oceanside Unified School District (OUSD) and the dual enrollment consultants at Career Ladders. Topics included dual enrollment foundations and goals, data analysis, promising practices and goal setting/visioning. OUSD reaffirmed its commitment to providing course pathways that would allow students to earn an associate degree while in high school.

Additionally, in December of 2022, the Dual Enrollment team enlisted the help of the Admissions and Records and School Relations/Diversity Outreach offices to host a Dual Enrollment Family Night where students received one-on-one assistance with application and registration. The focus has been to remove barriers to student participation and facilitate their path to higher education.

Library

The Oceanside Campus Library faculty and staff are settled into their new temporary quarters in T220/230 while Building 1200 undergoes renovation. Many students visited the swing space library during the first week of the semester to use a course reserve textbook, to pick up technology, meet with a librarian, and have a quiet place to study. A welcome event will take place on February 14 and 15.

During the fall semester, the library assisted over 600 students with technology loans, including laptops and mobile hotspots. Spring technology loans are currently underway. The library also coordinated installation smart lockers for the Community Learning Center (CLC). As with the lockers at Oceanside, the CLC lockers provide a student-centered, 24/7 option to pick up technology loaner equipment, textbooks, learning materials and groceries.

The San Elijo Campus Library hosted several student art exhibits, including ceramics (ART 225), acrylic paintings (ART 202), and a 3D Dia de los Muertos altar (ART 103).

Library services at the CLC will be celebrating its 15th anniversary providing library resources, research help, and information literacy skills to CLC students, faculty, and staff. To commemorate the anniversary, the Library awarded ten students with a Library Live Chat prize bag. At the end of fall term, ten students won a Library Live Chat Prize Bag commemorating the 15th anniversary of MiraCosta Library offering live chat research help to students.

Honors Scholar Program (Russell Waldon J.D., Christopher Sleeper)

The Honors program continues to provide access to new groups of students. For the first time ever, there are now over 500 students in the MiraCosta Honors Program! Students can experience a variety of courses, contracts, community engagement, conference presentation, and collaboration with other student groups and clubs. The Oceanside Honors lounge has become a vital hub of student engagement post pandemic. Over 80 students presented their research projects at the fall OMNI conference. Eleven students were recently selected to present their projects at the UCI Community College Student Research Conference on March 25. After a two-year Covid hiatus, students are preparing to submit their proposal to the Bay Area Symposium in mid-February. Honors is back, stronger, more diverse, richer in depth and experience, and better than ever!

School of Mathematics and Sciences/Learning Centers (Dr. Mike Fino, Kristine Arquero, Suzie Bailey, Krista Byrd, Sean Davis, Barbara Juncosa, Lynne Miller, Erika Peters, Leila Safaralian, Raymond Clark, Scott Fallstrom, Tina Johnson, Jim Julius, Edward Pohlert, Jim Sullivan)

Biotechnology

The department is thrilled to have Luis De Luna selected as one of the DREAM Scholars for this month's DREAM 2023 conference. Luis is one of eight scholars selected through a national application process and attended the Achieving the Dream conference in Chicago in February. On the last day of the conference, all the DREAM Scholars were featured and given a chance to present their own "I am from" poem during the closing plenary session.

Chemistry

A group of chemistry faculty members got together in summer 2022 to plan for a new project-based learning activity to implement in the second semester of *CHEM 151: General Chemistry II: For Science Majors*. The team came up with a seawater analysis project that was eight weeks long. Students in the class were able to ask their own scientific question about seawater, collect their own sample, and do the analysis to address their research question. This is an example of project-based learning or sometimes referred to as course-based undergraduate research experiences. It's a way to implement research experiences at scale and there is a body of literature that supports this approach in improving success and specifically for disproportionately impacted student groups. The department reported the great success of this new approach at the end of the fall semester and is now in the planning stages

to replicate this success for the start of the chemistry sequence, *CHEM 140: Preparation for General Chemistry*.

Mathematics

Math faculty member Shawn Firouzian has been doing inspired work, years in the making, to bring a data science program to MiraCosta College. Shawn has been applying for several grants in partnership with colleagues at Cal State San Marcos and UCSD. He is also shadowing the faculty in the data science program at UCSD, one of the most well-defined and well-designed in the state, to inform the curriculum he will develop for MiraCosta's Math program.

STEM Learning Centers

STEM Learning Centers (STEMLC) has transitioned to its long-term, temporary space on the Oceanside Campus to Room OC1068 (*board room*) of the Administration Building. Up until spring 2023, the STEM Learning Center and Math Learning Center have been two separate physical spaces on the Oceanside Campus. There is space for approximately 60 students, with space to allow for checkout of books, calculators, laptops, and more. From last term, the number of on-campus student interactions exceeded online interactions for the first time since the pandemic began, and on campus usage is now around 70 percent of the more than 13,000 interactions.

Tutoring and Academic Support Center (TASC)

As of spring 2023, TASC as well as the Writing Center have also moved to the Administration Building, to Room OC1024.

In spring 2023, TASC has an embedded tutoring model that is strong with 20 unique course sections, across six disciplines, utilizing eight tutors.

Writing Center

With the move to the Administration Building, the Writing Center team was able to recreate the welcoming environment that students, staff, and faculty were used to in the library. Students have been making their way to the new location, and everyone is invited to visit us and get to know the new space.

Our new Faculty Coordinator Jim Sullivan is working closely with the Writing Center Program Manager to connect the Writing Center with faculty across disciplines and support the Writing Center Coaches and Consultants in the work they do with students.

The Writing Center is proud to share Part 1 of its anti-racist mission statement. This important work was spearheaded by Denise Stephenson. Last semester, with feedback from students, writing consultants, and coaches, the Writing Center developed its guiding philosophy, which can be found on its [website](#). This spring semester, the program will develop Part 2, which will include its goals and actionable steps to help us complete the anti-racist mission statement. Lastly, in fall 2022, the Writing Center had 4,100 student contacts via its on-ground and online modalities.

School of Career Education (Dr. Al Taccone, Benjamin Gamboa, Cheryl Brown, Traci Cole, Donna Davis, Megan Allison, Karl Cleveland, Ruben Gomez, Steve Isachsen, Paul Katson, Casey McFarland, Annie Ngo, David Parker, Sue Simpson, Catherine Walker, Rhonda Welch-Scalco)

Small Business Development Center (SBDC)

The North San Diego Small Business Development Center has a new Director, Cheryl Brown. Cheryl has been with the MiraCosta SBDC program since June 2007 as an advisor to the small business community, specializing in government procurement.

Most recently the SBDC has implemented several programs including the Dream Grant Program, which awarded new entrepreneurs with \$5,000-\$10,000 grants to help those entrepreneurs start and grow their businesses. To date, a total of \$3,270,942 in grants have been received.

A summary of 2022 accomplishments include:

- 286 New Business Starts
- 32,001 Jobs Supported
- \$568,381,190 Capital Infusion
- \$9,525,624 Government Contracts Awarded
- 4,563 Small Businesses Counseled
- 18,806 Hours of Counseling
- 5,157 Small Businesses Served
- 730 Training Events

Veterans Business Outreach Center (VBOC)

The VBOC is responsible for introducing entrepreneurship to transitioning military, veterans, and their families, and providing advising and workshops to help start and grow businesses. Currently, the SoCal territory extends from the Mexican border to Lompoc, CA and inland to Ft. Irwin (near Barstow). The SoCal VBOC continues to bring entrepreneurship trainings to veterans with a proposed budget at least \$510,000 for fiscal year 2023/24.

A summary of 2022 accomplishments for the VBOC include:

- 19 New Business Starts
- 333 Counseling Referrals to Partner Organizations
- \$291,000 Capital Infusion
- 1370 Counseling Sessions
- 149 Training Events
- 3486 Total Training Attendees
- 14 Total Outreach Events
- 86 Business to Business Sessions
- 1334 Total Business to Business Attendees
- 11 Total Reboot Sessions
- 281 Total Reboot Attendees

Automotive Technology

New partnerships with Hoehn Mercedes-Benz and Bob Baker Subaru will result in students being afforded the opportunity for training specific to Mercedes-Benz and Subaru. The new partnerships are added to student training opportunities available to students with Ford, Audi and Nissan North America.

Nursing and Allied Health

Congratulations to recent Licensed Vocational Nursing (LVN) graduates who scored well above the California annual LVN exam pass rate of 73 percent. MiraCosta's 18 LVN graduates who took the exam in the last two quarters had a 94.44 percent pass rate.

The full time LVN program will return in June 2023 with an initial cohort of 23 students. The department will nearly double the number of LVN student cohorts and graduates annually to between 50 and 60 students (currently 27 students) annually who will fill the many local LVN job opportunities upon graduation.

Accounting and Business

The new supply chain management program launched in fall 2022 with 85 percent of the new student cohort passing the Council of Supply Chain Management Professionals (CSCMP) certification exam. Students completing the Supply Chain Management certificate will be prepared to support global supply chain and operations management activities and decision making.

The Volunteer Income Tax Assistance (VITA) program continues to be offered by MiraCosta College's accounting department and trains over 50 students annually to offer free tax preparation to the community.

Dual Enrollment

The school of Career Education has expanded dual enrollment offerings in automotive technology, child development, cybersecurity, and administration of justice to local feeder high schools.

Horticulture

After a three-year hiatus due to the pandemic, the student run nursery poinsettia sales returned with the poinsettias selling out. This year, a day of sales at the San Elijo Campus was added. The nursery is fully operational and re-opened for business in spring 2022.

Career Education Grants, Programs, and Services (Benjamin Gamboa, Donna Davis)

Led by Employment Services Program Manager Nina Lovejoy, Communications faculty Dr. Rachel Hastings, and Business faculty Nate Scharff, the *Open Doors Program* was piloted with Nordson to expand paid internships for students to work with private companies to expand their diversity, equity, and inclusion programs in an effort to create more equitable and transformative employment opportunities for students of color in coastal North County. The Open Doors program was presented at the California Community College Occupational Educators Association fall conference in Palm Desert featuring Skye Lebreton, a student participant in the program. The program is being scaled up to more employer partners this spring. A second program, *Roots of Justice*, led by associate faculty Kat Soto-Gomez, is a collaboration between MiraCosta's new Transitions Scholars program, the Horticulture department, and a local nonprofit Garden31 that connects Transitions scholars to pathways into high-wage, self-sufficient, and healing occupations with minimal barriers to employment.

MiraCosta College received \$75,000 in grants from the Regional Equity and Recovery Partnerships grant and the San Diego and Imperial Counties Community Colleges Regional Consortium to align the new social work program to post-pandemic regional employer needs. The grant will help improve employment and wage outcomes for social work program graduates while filling the demand for more social work professionals in the San Diego region.

Credit for Prior Learning faculty lead, Delores Loedel, Veterans Counselor, Donny Munshower, and Associate Dean, Ben Gamboa held five working sessions with instructional faculty and student services colleagues to design improved CPL processes and expand opportunities for students. Faculty from five disciplines identified over two dozen new courses to be made available to students to apply for credit based on their prior learning.

In a collaboration with the Public Information Office, we procured the CollegeAPP database service, which enables targeted marketing and outreach to specific households in the service area who may be considering enrolling in career education programs. Leveraging funding from the regional consortium, the office provided dedicated bilingual support to over 150 prospective career education students delivering program information and personalized enrollment assistance.

Working with high school partners, we awarded college credit to 2,331 high school students who enrolled in career education high school courses that were articulated to the district's college courses. We increased enrollment in Oceanside Unified articulated courses by 44 percent, and by 22 percent at Carlsbad Unified. We increased the number of high school articulation agreements to 76 this year and have already enrolled over 2,400 high school students.

WBL faculty liaisons, Robin Allyn and Lizzette Herrera, in collaboration with ACPs, hosted two in-person employer panels in psychology and K-12 education careers with over 50 students in attendance. A faculty and employer networking event during flex week was also a success with over 40 faculty engaging with local employers to develop new WBL partnerships.

Career Studies and Services

The highlight of the previous quarter for the Career Studies Department was the seventh college-wide Career and Major Fair. The purpose of the Career and Major Fair is to provide a time and place for MiraCosta students to explore the many fields of study at MiraCosta College, meet the instructional faculty face-to-face, ask questions about studying the major at MiraCosta and at their transfer institutions, and learn about resources available to help them explore majors and careers of interest. All six Academic and Career Pathways (ACPs) and over 50 disciplines were represented by the 88 faculty who volunteered and attended the event.

Nearly 200 students attended, and of the 150 who completed surveys, 95 percent strongly agreed or agreed that they increased knowledge about MiraCosta majors and related careers. Of the faculty who completed a survey, 81 percent found the students who visited their tables to be "very engaged" (the other 19 percent found them to be "somewhat engaged").

The Employment Services Team collaborated with the Child Development Program faculty to offer a Child Development Job Fair. Twenty-four students attended the event, interacting with 12 local employers, such as MAAC and Growing Minds Early Education Programs.

Watch Parties were launched in November to connect with students who may be unsure of returning to campus in person. Career Counselor, Stacey Mathis hosted three Watch Parties, produced by Road Trip Nation: *Ready to Rise*, featuring stories from justice impacted youth; *Beyond the Dream*, featuring stories from young immigrants; and *Beating the Odds*, featuring stories from first-generation college students.

In addition to collaborating with classroom faculty, the Career Center team has been collaborating across campus with ACP teams, student clubs/organizations, Student Services Division colleagues, and the Work-Based Learning team. "What Can I Do with This Major?"

workshops were offered to disproportionately impacted students receiving support from ACP Success Teams. Mock interview and LinkedIn workshops were presented to Accounting and Business students. Career Center team members also supported the Black and Brown Nerds Expo and the Work-Based Learning Liaisons' "Test Drive a Career in Psychology" and "Test Drive a Career in K-12 Education" events.