



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

REGULAR MEETING
4 P.M. – THURSDAY – JUNE 22, 2023
BOARDROOM (T-200) – OCEANSIDE CAMPUS
1 BARNARD DRIVE – OCEANSIDE, CA

AGENDA

I. CALL TO ORDER

II. FLAG SALUTE / ROLL CALL

III. OATH OF OFFICE

- A. 2023/24 Student Trustee – Kenneth Pilco
2023/24 Associated Student Government President – Bianca Rosales

IV. APPROVE MEETING MINUTES

- A. Special Meeting/Closed Session of May 11, 2023
- B. Workshop of May 11, 2023
- C. Regular Meeting and Special Meeting/Closed Session of May 18, 2023

V. 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.

VI. CHANGES IN AGENDA ORDER

VII. PRESENTATIONS

- A. Career Education Program Reviews and Strong Workforce Program Biannual Update

VIII. CONSENT ITEMS

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

IX. ACTION ITEMS

- A. Adopt Resolution No. 18–22/23 – Excuse Board Member Absence (Fischer)
- B. Adopt Resolution No. 19–22/23 – Excuse Board Member Absence (Simon)
- C. Approve Employment Contract for Superintendent-President
- D. Approve Employment Contracts for Assistant Superintendents/Vice Presidents, Vice President, and Associate Vice President, and Interim Chief Inclusion, Diversity, Equity, Accessibility Officer

X. PERIODIC REVIEW – BOARD POLICIES (Action Required)

- A. Board Policy 4025B – Philosophy and Criteria for Baccalaureate Degree and General Education
- B. Board Policy 4050 – Articulation
- C. Board Policy 4100 – Graduation Requirements for Degrees and Certificates
- D. Board Policy 4100B – Graduation Requirements for Degrees and Certificates – Baccalaureate in Science Degree
- E. Board Policy 4260 – Prerequisites and Corequisites
- F. Board Policy 4400 – Fee-Based Community Education Programs

XI. SECOND READ – BOARD POLICIES (Action Required)

- A. Board Policy 7800 – Employee Residency

XII. FIRST READ – BOARD POLICIES

- A. Board Policy 5505 – Academic Integrity

XIII. INFORMATION

- A. 2023/24 Board Goals
- B. Independent Citizens’ Bond Oversight Committee Annual Report

XIV. 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

XV. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS


XVI. ADJOURNMENT

UPCOMING MEETING

**4 p.m. – July 20, 2023
Regular Meeting**

In compliance with Government Code §54957.5, nonexempt writings that are distributed to a majority or all of the MiraCosta Community College District Board of Trustees in advance of their meetings may be viewed at the Office of the Superintendent/President, One Barnard Drive, Oceanside, California, or by clicking on the Board of Trustees' 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.

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

Subject: 2023/24 Student Trustee – Kenneth Pilco 2023/24 Associated Student Government President – Bianca Rosales	Attachment: None
Category: Oath of Office	Type of Board Consideration: <input checked="" type="checkbox"/> Information <input type="checkbox"/> Consent <input type="checkbox"/> Action
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

In accordance with the provisions and limitations of the Education Code, the board of trustees designates that the student member of the board of trustees shall be elected by the students enrolled in the MiraCosta Community College District no later than June 1 of each year.

STATUS

The Associated Student Government (ASG) held a general election in late April for elected positions. Elected this year are Kenneth Pilco, student trustee, and Bianca Rosales, ASG president.

RECOMMENDATION

Administer oath of office to the new student trustee and ASG president.



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

MINUTES OF SPECIAL MEETING/CLOSED SESSION

**MAY 11, 2023
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, May 11, 2023, in Room 1054 at the Oceanside Campus. President Frank Merchat called the meeting to order at 2:39 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
Raye Clendening	Anna Pedroza
George McNeil	

Board members absent:

William Fischer
Jackie Simon

Administrators present:

Superintendent/President Sunny Cooke (virtually)
Assistant Superintendent/Vice President Ng
Assistant Superintendent/Vice President Flood

Others Present:

Executive Assistant Julie Bollerud

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

None.

IV. DECLARE NEED FOR CLOSED SESSION

At 2:39 p.m., the board announced the need to enter closed session, along with Superintendent/President Cooke, Assistant Superintendent/Vice President Ng, Assistant Superintendent/Vice President Flood, and Executive Assistant Bollerud, to discuss the following topic:

A. Conference with Labor Negotiators

(Pursuant to Government Code Section 54957.6)

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

Employee organizations: All Groups

At 3:21 p.m., all staff left the room, and the board continued closed session and discussion of the following topic:

- B.** Public Employee Performance Evaluation
(Pursuant to Government Code section 54957)
Title: superintendent/president

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

At 4:03 p.m., the board returned to open session to report the following:

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

Direction given; no action.

- B.** Public Employee Performance Evaluation
(Pursuant to Government Code section 54957)
Title: superintendent/president

No action.

VI. ADJOURNMENT

The meeting adjourned at 4:03 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 / WORKSHOP

**MAY 11, 2023
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in a regular meeting/workshop on Thursday, May 11, 2023, in Conference Room 1054 on the Oceanside Campus. President Merchat called the meeting to order at 4:03 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
Raye Clendening	Anna Pedroza
George McNeil	

Trustees not present:

William Fischer
Jacqueline Simon

Administrators present:

Superintendent/President Sunny Cooke (virtually)
Assistant Superintendent/Vice President Denée Pescarmona
Assistant Superintendent/Vice President Alketa Wojcik

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

None.

IV. CHANGES IN AGENDA ORDER

None.

V. PRESENTATIONS

A. Dual Enrollment Update

Instructional Dean Zhenya Lindstrom provided an overview of the Dual Enrollment program, including state policy updates, access and success data, strategic pathways planning, general program improvements, and challenges and opportunities for the future. She described the various types of early college credits that are reflected on college transcripts. She noted that dual enrollment does not preclude high school seniors from taking advantage of the MiraCosta Promise.

Dual enrollment courses are a beneficial and equity-minded way for high school students to earn college credit, as there are no enrollment fees. Students who may not have considered completing college level courses now have the opportunity to try them. Contrast this with AP courses, which do require high school students to pay for and take a test, and AP courses are not always accepted. Additionally, College and Career Access Pathway (CCAP) AB 288, which creates a seamless pathway to college, allows students to take a higher number of classes, and it extends Guided Pathways.

Lindstrom reviewed the data dashboards and participation rates for Carlsbad, San Dieguito, and Oceanside school districts as well as the sections that are offered. With a focus on quality and strategic vision and goals, Lindstrom reviewed the operational improvements made to the program, including some pilot programs established to improve access and success. She also addressed challenges, including the manual registration processes, lack of classroom space at high schools for on ground courses, and misaligned calendars. A local Strong Workforce Program grant has helped to embed needed supports, which has been especially helpful with the Oceanside Unified School District.

B. 2022/23 Board of Trustees Self-Evaluation

The board reviewed information from constituent feedback and the board’s self-evaluation instruments. The board reviewed and approved the final update to the progress towards 2022/23 priorities and adopted the 2023/24 priorities, as were discussed.

VI. CONSENT ITEMS

A. Approval of Employee Travel

By motion of Trustee McNeil, seconded by Trustee Clendening, the board approved the out-of-country travel for Superintendent/President Cooke, who will travel to Toronto, Canada, to attend the President’s Academy Summer Institute (PASI) sponsored by the American Association of Community Colleges (AACC), from July 14 through July 19, 2023, with a not to exceed cost of \$6,000.

Vote: 5/0/0
Aye: Cassar, Clendening, McNeil, Merchat, Pedroza
Abstentions: None
Absent: Fischer, Simon

VII. ADJOURNMENT

The meeting adjourned at 6:57 p.m.

MINUTES APPROVAL:

Frank Merchat
President

Sunita V. Cooke
Superintendent/Vice President



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

MINUTES OF REGULAR MEETING

**MAY 18, 2023
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, May 18, 2023, in Room T-200 at the Oceanside Campus. President Frank Merchat called the meeting to order at 4 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
Raye Clendening	Anna Pedroza
William Fischer	Jackie Simon
George McNeil (arrived at 4:04 p.m.)	Inayah Abdulmateen (Student Trustee)

Administrators present:

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

III. APPROVE MEETING MINUTES

A. Special Meeting/Closed Session of April 20, 2023

B. Regular Business Meeting of April 20, 2023

By motion of Trustee Simon, seconded by Trustee Fischer, the board approved the minutes of the special meeting/closed session, the workshop, and the regular business meeting of April 20, 2022.

Vote: 6/0/0

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

Abstentions: None

Absent: McNeil

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

None.

V. CHANGES IN AGENDA ORDER

None.

VI. PRESENTATIONS

A. Phi Theta Kappa Officer Introductions

Phi Theta Kappa officers reported on the activities and accomplishments of the 2022/23 academic year. They reviewed the four pillars of Phi Theta Kappa – fellowship, service, scholarship, and leadership. The chapter received five-star status and a number of awards this year, including regional awards and national awards. PTK leader Hayat Sheriff was also a finalist for the esteemed Jack Kent Cooke scholarship.

B. Equal Employment Opportunity (EEO) Plan Update

Vice president Charlie Ng provided an update on the EEO Plan, which includes a change in the approval process and the pre-hire, hire, and post-hire plans goals. He thanked the EEO Advisory Committee for all of the progress made around EEO. A new dashboard was created by the Research, Planning, and Institutional Effectiveness staff that tracks by ethnicity the universities from which faculty in specific disciplines are getting graduate degrees. That information can then help to build relationships with those colleges and strategize recruitment efforts. It is expected that this will help to increase the diversity in our applicant pools. It was noted that SDICCCA internships are another way to attract graduate students from the universities in our region by giving them teaching experience at our college.

An EEO grant was awarded to the college, which will assist with our onboarding process and leadership development. An AACC/SHRM Employing Abilities at Work funding was also received and will help with our recruitment efforts. EEO training for associate faculty hiring will take place in the fall.

Ng shared the ethnicity data for faculty, associate faculty, classified, and administrators in comparison to the student populations that we serve and noted areas of progress.

VII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions**
- B. Adopt Annual Resolution Authorizing Designated Agents, Resolution No.16-23/24**
- C. Approve Reorganization, Student Services and Instructional Services**
- D. Approve Classification of New Positions and Job Descriptions – Information Technology Services**
- E. Approve Employment Contract for Interim Administrator**
- F. Approve Increase to Hourly Pay Rates for College for Kids Counselors**
- G. Ratify Memorandum of Understanding 23-02 between MiraCosta Community College District and Academic Associate Faculty**
- H. Ratify Memorandum of Understanding 23-03 between MiraCosta Community College District and Faculty Assembly - Child Development**
- I. Ratify Memorandum of Understanding 23-04 between MiraCosta Community College District and Faculty Assembly**
- J. Approve Emeritus Status for Full-Time and Associate Faculty Members**
- K. Approve Gold Circle Membership for Retired Classified Employees**
- L. Approve the Appendix Oceanside Unified School District CCAP Summer 2023 Program Components**
- M. Approve the Cathedral Catholic High School Summer 2023: Exhibit A Course Agreement**

- N. **Approve Correction to Instructional Material Fees List 2023/24**
- O. **Adopt Resolution No. 14-22/23: Education Protection Account**
- P. **Approve Agreement with MTS for Discounted Pronto Bus Passes**
- Q. **Approve Agreement with Open Biopharma Research & Training Institute**
- R. **Approve Agreement with Promineo Education, LLC**
- S. **Approve Agreement with Dovetail for Fixtures, Furniture & Equipment Coordination Services for Communication Hub, Equity Village, and Student Center Complex Project**
- T. **Approve Purchase for AV/IT Equipment for OCN Library Renovation Project – Cisco**
- U. **Approve Purchase for FF&E for OCN Health and Wellness Project – Parron Hall**
- V. **Approve Holman Professional Counseling Centers Agreement**
- W. **Ratify Budget Transfers/Revisions**
- X. **Ratify and Approve Contracts and Purchase Orders**

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

Vote: 7/0/0

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

Abstentions: None

Absent: None

VIII. ACTION ITEMS

- A. **Adopt Resolution No. 17-22/23 to Officially Withdraw Membership in the San Diego County Property and Liability Joint Powers Authority and Declare Membership in the Statewide Association of Community Colleges Joint Powers Authority**

By motion of Trustee McNeil, seconded by Trustee Fischer, the board adopted Resolution No. 17-22/23 to officially withdraw membership in the San Diego County Property and Liability Joint Powers Authority and declare membership in the Statewide Association of Community Colleges Joint Powers Authority.

Vote: 7/0/0

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

Abstentions: None

Absent: None

- B. **Approve Addendum to the Olivenhain Municipal Water District Mitigated Negative Declaration for the Manchester Avenue Recycled Water Pipeline Project (State Clearinghouse No. 2019129097) and Resolution No. 15-22/23**

By motion of Trustee McNeil, seconded by Trustee Clendening, the board approved the addendum to the Olivenhain Municipal Water District and Resolution No. 15-22/23 as presented.

Vote: 7/0/0

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

Abstentions: None

Absent: None

C. Approve Authorization for Assistant Superintendent/Vice President, Administrative Services to Award and Execute Construction Contract for Oceanside Theater Installation Project

By motion of Trustee McNeil, seconded by Trustee Cassar, the board approved authorization for assistant superintendent/vice president, Administrative Services to award and execute construction contract for the Oceanside Theater Installation Project.

Vote: 7/0/0

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

Abstentions: None

Absent: None

D. Authorize District Staff to Exercise Second and Final One (1) Year Extension to Term of Commissioning, Inspector of Record Services, and Special Inspection Services Master Services Agreements

By motion of Trustee McNeil, seconded by Trustee Fischer, the board authorized District staff to exercise second and final one-year extension to term of commissioning, inspector of record services, and special inspection services master services agreements.

Vote: 7/0/0

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

Abstentions: None

Absent: None

IX. FIRST READ – BOARD POLICIES

A. Board Policy 7800 – Employee Residency

New Board Policy 7800 – Employee Residency was reviewed and discussed, and the policy will be placed on a future agenda for adoption.

VIII. INFORMATION

A. Third Quarter Fiscal Report

The third quarter fiscal report was provided for information.

X. COLLEGE-RELATED REPORTS

A. Trustees Activities

Trustees McNeil and Pedroza attended the Latinx graduation celebration. Trustee Pedroza also attended a roundtable event that included educators from throughout the county around better serving our students.

Trustees McNeil, Cassar, Merchat, and Clendening, attended the Black Alliance graduation celebration, where Trustee Clendening was asked to serve as an elder.

Trustees Clendening, McNeil, Merchat, and Simon attended the Celebration of Excellence for staff and faculty

Trustees Clendening, McNeil, and Merchat attended the Medal of Academic Merit ceremony, where five MiraCosta students were recognized.

Trustee McNeil attended the Transitions Scholar event, and Trustees McNeil and Simon attended the EOPS recognition ceremony.

In addition to Trustee Cassar attending a SDICCCA meeting, he and Trustees Clendening, McNeil, Merchat, and Simon attended the RAFFY celebration.

Trustee McNeil also attended the STREAM Festival on the Oceanside Campus, the Veterans graduation ceremony, the Service Learning awards, the Athletics celebration of excellence, and the topping off ceremony for the Bio-Chem Building. He also shared that both the women's soccer team and the women's rugby team did extremely well this season.

Trustee Clendening attended the May 3 Palomar College community showcase, the NAACCP Black Graduation at the Civic Center, the swearing in of new Police Chief Sadler of Oceanside, a North San Diego Economic Council meeting, a MiraCosta Foundation board meeting, and a memorial service for Barbara Mannino, who had served as the CEO of the Vista Community Clinic for 30 years.

Trustee Merchat has been a regular attendee at the Saturday Farmer's Market at the SEC, which he noted is getting bigger every week, and he attended the Palomar Showcase.

B. Students

Student Trustee Inayah Abdulmateen reported the last ASG meeting of the year was held on Friday, where the constitution was ratified, and later that day the end-of-the-year banquet was held. A petting zoo and a tie-dye event were held to help students de-stress as they prepare for finals week. The outstanding associate faculty (David Lizaraga), faculty (Rick White), and classified professional (Pat Conahan) were selected and will be recognized during commencement. Abdulmateen thanked the board for the opportunity to serve in this student trustee role.

C. Classified Employees

Classified Senate (CS) President Carl Banks reported he attended the Foundation's planning retreat, he introduced Omar Jimenez as the incoming Classified Senate president, he noted the professional development steering committee selected Toni Sharp as one of the tri-chairs, and Lori Schneider is also serving on the steering committee. The governance committee review is now complete and will be completed annually going forward. Banks thanked the board for their support, and he gave special thanks to Sunny Cooke, Charlie Ng, and Hayley Schwartzkopf for their support of classified professionals. He also thanked Leila Safaralian for her collaborative spirit and partnership.

D. Faculty

Academic Senate President Leila Safaralian reported the faculty recognition celebration takes place tomorrow, right after the last academic senate meeting of the year.

A new Intertribal Collective scholarship that was established last year has selected the first student recipient, who will be awarded tomorrow.

Safaralian thanked all involved in the effort to recognize associate faculty at the Celebration of Excellence. The AB1705 implementation plan will be submitted by July 1. Faculty are working together to determine what our students need to be successful in ESL, English, and math departments. Additionally, Safaralian attended the Latinx graduation celebration and the Black Alliance graduation celebration.

E. Vice Presidents

1. Instructional Services

Assistant Superintendent/Vice President Pescarmona acknowledged the hard work of the faculty, who cumulatively taught over 3,200 sections of instruction that were offered since last July 1, which equates to more than 250,000 contact hours. Also, 20,000 hours of tutoring were provided and 2,500 unduplicated students were served in the temporary location in the Administration Building.

We received a Culturally Responsive Pedagogies and Practices grant (\$300,000 over the next two years) from the Chancellor's Office to support data coaching across our departments, divisions, and our academic and career pathways. Dr. Wendy Stewart will serve as the project director for that effort.

2. Student Services

Assistant Superintendent/Vice President Wojcik thanked Inayah Abdulmateen for being such a great representative of the student body. New Student Trustee Kenneth Pilco will be sworn in at the June meeting. Wojcik thanked the folks in the Admissions Office who have been extra busy due to the shortened registration/enrollment period. She expressed her appreciation for seeing the trustees at so many of the end-of-the-year activities and celebrations.

3. Administrative Services

Assistant Superintendent/Vice President Flood was happy to report that Tom Macias and Kristen Huyck are back on campus. The topping off ceremony was successful and well-attended. He noted the steel on the Bio-Chem Building went up in two weeks time, which is remarkable.

The shortfall in the state budget has grown to \$31.5B. The governor proposes taking one-time funds from this year to pay for ongoing costs next year. As an example, a 53 percent reduction will affect our 2022/23 scheduled maintenance and instructional equipment dollars, which equates to them taking back \$4.8M of the \$9M that we had originally been allocated for this year. The college had already spent about half of the allocated funds, and the other half was intended for upcoming projects coming.

An additional 53 percent may be taken from the Covid block grant the state gave us this year, a loss to MiraCosta of approximately \$3.17M. All together, the state is taking back \$8M of one-time funds that had been given to us this year, and they will be using it to allocate next year to help support the student center funding formula, which is ongoing funding.

We will need to reallocate and determine how to continue to fund critical facilities projects and instructional equipment expenses.

4. Human Resources

Assistant Superintendent/Vice President Ng submitted a written report. He thanked Hayley Schwartzkopf, Shawna Sourivanh, Sandy Muryasz, Eva Brown, Chelsea Chavira-Verdin, and the rest of his staff for their efforts to cover the interim positions in Human Resources during his summer sabbatical.

F. Superintendent/President

Assistant Superintendent/Vice President Ng, on behalf of Superintendent/President Cooke, thanked Inayah Abdulmateen, Carl Banks, and Leila Safaralian for their leadership efforts and contributions over the past year.

XI. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

None.

XII. DECLARE NEED FOR CLOSED SESSION

At 5:41 p.m., the board announced the need to enter closed session to discuss the following topics:

A. Conference with Labor Negotiators

(Pursuant to Government Code Section 54957.6)

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

B. Conference with Legal Counsel

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

Anticipated Litigation, Number of Potential Cases: 2

- JPA 21-05582
- JPA 23-05816

C. Public Employee Performance Evaluation

(Pursuant to Government Code section 54957)

Title: superintendent/president

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

A. Conference with Labor Negotiators

(Pursuant to Government Code Section 54957.6)

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

No report.

B. Conference with Legal Counsel

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

Anticipated Litigation, Number of Potential Cases: 2

- JPA 21-05582
- JPA 23-05816

No report.

C. Public Employee Performance Evaluation

(Pursuant to Government Code section 54957)

Title: superintendent/president

No report.

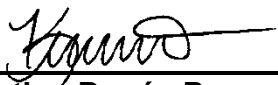

XIV. ADJOURNMENT

The meeting adjourned at 7:25 p.m.

MINUTES APPROVAL:

Frank Merchat
President

Charlie Ng
Assistant Superintendent/Vice President

Subject: Career Education Program Reviews and Strong Workforce Program Biannual Update	Attachment: 1) PowerPoint Presentation 2) All-in-one CE Data Sheets – Spring 2023 3) MiraCosta CE Program & LMI Booklets – Spring 2023
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
Recommended:  <hr/> Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND





California Education Code 78016 requires the District to review vocational and occupational training programs every two years to ensure that each program meets a documented labor market demand, does not represent unnecessary duplication of other workforce training programs in the area, and is of demonstrated effectiveness as measured by the employment and completion success of its students. Any program that does not meet these requirements shall be terminated within one year. MiraCosta College Administrative Procedure 4102 sets forth the procedures for the two-year program reviews for all career and technical education programs.

STATUS

The presentation informs and updates the board of trustees on the data used to conduct career education biannual program reviews using Strong Workforce Program (SWP) metrics provided by the MiraCosta College Research, Planning and Institutional Effectiveness Office.

RECOMMENDATION

For information only.

Subject: Ratify Recommendation of Superintendent/President in Approving Personnel Actions	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>
Recommend:  <hr/> Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

STATUS

1. Retirement of the following classified administrators:

 Katie White, Director, Fiscal Services, position P-00143, effective July 5, 2023.

2. Retirement of the following classified and/or academic employees:

 Abdy Afzali, Manager, Information Technology Services, position P-00287, effective July 5, 2023.

 Steven Schultz, Manager, Information Technology Services, position P-00285, effective June 5, 2023.

 Ryan Hicks, Instructional Computer Lab Assistant, Information Technology Services, position P-00239, effective May 26, 2023.

 Mia Scavone, Program Manager, Institute for International Perspectives, position P-00323, effective June 30, 2023.

 Pamela Perry, Librarian, Library Science, position P-00626, effective June 30, 2023.

3. Resignation of regular classified employee Sara Casseti, Library Technician III, Public Services, position P-00275, effective June 23, 2023.

4. Employment of the following full-time, tenure-track faculty member:

Amena Coronado, Philosophy Instructor, School of Letters, Humanities, and Communication Studies, full-time, tenure-track, salary class VI, step 8, \$126,770 per year (2023/24 academic salary schedule), effective August 11, 2023.

BA – English and Philosophy – University of Toledo, Ohio

MA – Philosophy – University of Toledo, Ohio

PhD – Philosophy – UC Santa Cruz

Dr. Coronado has served for the past two years as a full-time assistant professor of philosophy at Riverside College. Prior to that, Dr. Coronado was a full-time assistant professor of philosophy at the Community College of Philadelphia for five years, and a part-time philosophy instructor at the University of California, Santa Cruz, for seven years.

5. Continued employment of faculty member, Eduardo Mariscal, Interim Computer Science Instructor, School of Career Education, full-time, non-tenure track, salary class 5, step 2, \$95,694 (2022/23 academic salary schedule), will continue in this interim position for the extended contract period May 27, 2023 – August 10, 2023.

6. Employment of the following regular classified employees:

Gabriella Provencio, Administrative Assistant to the Dean, Admissions and Student Support, position P-10154, salary range 24, step 2, \$6,309.50 per month, full-time, effective June 5, 2023. Gabriella was selected through an open recruitment process.

Benjamin Augustine, College Health Nurse, Health Services, position P-00106, salary range 28, step 2, \$4,424.43 per month, 30 hours per week, 10 months spread over 12 months, effective June 12, 2023. Benjamin was selected through an open recruitment process.

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

Alton Hill, Technology Services Analyst, WIOA, position P-08640, has been selected through the lateral transfer process for Technology Services Analyst, Information Technology Services, position P-00386, salary range 29, step 3, \$7,663.42 per month, 40 hours per week, 12 months per year, effective May 16, 2023.

Elizabeth Lurenana, Administrative Assistant, Foundation and Development, P-09922, will increase in hours from 24 to 32 hours per week, \$5,135.93 per month, effective July 1, 2023.

8. Temporary additional assignment for the following employees:

Dulce Gangani, Library Technician I, Public Services, position P-00267, will continue to serve as Library Technician I, Technical Services, Hourly, range 17, \$28.67 per hour, 8 hours per week, effective July 1, 2023 – June 30, 2024.

Elizabeth Lurenana, Administrative Assistant, Foundation and Development, P-09922, will continue to serve as Administrative Support Assistant III, Hourly, Honors, range 20, \$31.27 per hour, 8 hours per week, effective July 1 – December 15, 2023.

Margarita Gonzalez, Instructional Assistant, Adult High School, position P-09238, will continue to serve as Instructional Aide, Hourly, WIOA, range 10, \$23.43 per hour, as needed, effective July 1, 2023 – June 30, 2024.

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

Yaira Hicks, Testing Services Assistant, position P-06216, will serve as Interim Testing Services Specialist, range 19, step 1, \$4,138.93 per month, 32 hours per week, effective May 30 – June 30, 2023.

Arleen Palafox, Testing Services Specialist, position P-06218, will serve as Interim Admissions and Records Specialist, range 20, step 3, \$5,910.50 per month, full-time, effective May 16 – June 30, 2023.

Tara Sisario, Academic Division Administrative Assistant, Arts, International Languages and Ethnic Studies, position P-07321, will serve as Interim Administrative Assistant to the Dean, range 24, step 3, \$6,635.58 per month, full-time, effective June 5 – June 30, 2023.

Mark Stramaglia, Senior Enterprise Applications Developer, Information Technology Services, position P-00349, will serve as Interim Director, Enterprise Application Services, CM-17, step 4, longevity year L2, \$14,003.58 per month, full-time, effective June 5 – June 30, 2023.

Jay Hartzell, Library Technician II, Public Services, position P-06205, will serve as Interim Library Technician III, Public Services, range 26, longevity year 12, \$8,635.83 per month, full-time, effective July 1, 2023 – June 30, 2024.

Jacob Sneary, Police Officer, position P-00312, will serve as Interim Police Sergeant, salary range 34, longevity year 9, \$10,506.67 per month, full-time, effective July 1 – December 31, 2023.

Carlos Carrizosa, Police Officer, Police, position P-00308, will serve as Interim Police Sergeant, salary range 34, longevity year 6, \$10,197.67 per month, full-time, effective July 1 – December 31, 2023.

Eva Brown, Executive Assistant to Vice President, Human Resources, position P-00161, will continue to serve as Interim Human Resources Analyst, confidential classified salary range 29, step 5, longevity year 8, \$9,514.17 per month, full-time, effective July 1 – December 22, 2023.

Sugeily Cervantes, Financial Aid Assistant, Financial Aid, position P-05837, will continue to serve as Interim Student Services Coordinator, Financial Aid, range 26, longevity year 6, \$8,095.33 per month, full-time, effective July 1, 2023 – June 30, 2024.

Chelsea Chavira-Verdin, Administrative Assistant to the Dean, Counseling, position P-05823, will continue to serve as Interim Executive Assistant to Vice President, Human Resources, confidential classified salary range 26, step 4, \$7,506 per month, full-time, effective July 1 – December 22, 2023.

Brenda Cruz, Academic Records Evaluator, Admissions and Records, position P-00009, will continue to serve as Interim Attendance Accounting Specialist, Admissions

and Records, range 24, step 5, \$7,420 per month, full-time, effective July 1, 2023 – June 30, 2024.

Lilian De Alba, Administrative Support Assistant I, Counseling and Student Development, position P-06163, will continue to serve as Interim Transfer Center Specialist, classified salary range 21, step 1, \$5,579.83 per month, full-time, effective July 1, 2023 – June 30, 2024.

Sara Delgado-Padilla, Administrative Support Assistant II, Student Life and Leadership, position P-06167, will continue to serve as Interim Administrative Assistant to the Dean, Student Affairs, salary range 24, step 1, \$6,083.08 per month, full-time, effective July 1, 2023 – June 30, 2024.

Vanessa DiBenedetto, Administrative Support Assistant III, Veterans Services, position P-06172, will continue to serve as Interim Student Services Specialist, Veterans Services, range 21, longevity year 7, \$7,078.17 per month, effective July 1, 2023 – June 30, 2024.

Maria Gallardo, Administrative Assistant to the Dean, Student Affairs, position P-06161, will continue to serve as Interim Student Services Coordinator, CARE, salary range 26, step 3, \$7,152.67 per month, full-time, effective July 1, 2023 – June 30, 2024.

Dulce Gangani, Library Technician I, Public Services, position P-00267, will continue to serve as Interim Library Technician II, Public Services, range 21, step 3, \$4,954.27 per month, 32 hours per week, effective July 1, 2023 – June 30, 2024.

Sylvia Harrington, Human Resources Assistant, position P-05832, will continue to serve as Interim Human Resources Technician, range 21, step 5, \$6,804 per month, full-time, effective July 1, 2023 – June 30, 2024.

Omar Jimenez, Student Services Specialist, Student Life & Leadership, position P-05847, will continue to serve as Interim Student Services Coordinator, Student Equity, range 26, step 3, \$7,152.67 per month, full-time, effective July 1, 2023 – December 31, 2023.

Yurico Jimenez, Admissions and Records Specialist, position P-00041, will continue to serve as Interim Student Services Specialist, CARE Program, range 21, longevity year 6, \$7,008.08 per month, full-time, effective July 1, 2023 – June 30, 2024.

Elizabeth Leguizamo, Administrative Support Assistant I, Counseling and Student Development, position P-08408, will continue to serve as Interim Student Services Specialist, range 21, longevity year 9, \$1,263.57 per month, 7 hours per week, effective July 1 – August 22, 2023.

Lezlie Martinez, Admissions and Records Specialist, position P-05095, will continue to serve as Interim Academic Records Evaluator, Admissions & Records, range 23, step 5, \$7,208.08 per month, full-time, effective July 1, 2023 – June 30, 2024.

Megan Meyerholtz, Administrative Assistant III, Admissions and Records, position P-00061, will continue to serve as Interim Assistant Business Systems Analyst, range 25, longevity year 6, \$7,866.50 per month, effective July 1, 2023 – June 30, 2024.

Sandy Muryasz, Senior Human Resources Technician, position P-00192, will continue to serve as Interim Human Resources Supervisor, confidential classified salary range 35, longevity year 22, \$12,388.58 per month, full-time, effective July 1 – August 4, 2023.

Giselle Ordaz, Library Technician I, Public Services, Library, position P-00268, will continue to serve as Library Technician II, Public Services, range 21, longevity year 10, \$7,292.58 per month, full-time, effective July 1, 2023 – June 30, 2024.

Gwendolyn Partlow, Instructional Technology Support Specialist, Instructional Services, position P-00247, will continue to serve as Interim Enrollment Database Specialist, classified salary range 31, longevity year 22, \$11,038.83 per month, full-time, July 1 – November 30, 2023.

Maria-Isabel Rocha Duarte, Student Services Coordinator, Financial Aid, position P-06186, will continue to serve as Interim Grant Activity Director, Counseling and Student Development, range CM-8, step 2, longevity L-1, \$9,537.83 per month, full-time, effective July 1, 2023 – June 30, 2024.

Briana Schaeffer, Benefits Technician, Human Resources, position P-07051, will continue to serve as Interim Benefits Coordinator/Human Resources Specialist, confidential classified salary range 29, longevity year 6, \$8,830.33 per month, full-time, effective July 1, 2023 – June 30, 2024.

David Sears, Custodian, position P-00131, will continue to serve as Custodial Maintenance Worker, range 15, longevity year 6, \$5,894 per month, full-time, effective July 1, 2023 – June 30, 2024.

Shawna Sourivanh, Human Resources Supervisor, position P-00194, will continue to serve as Interim Director, Labor Relations, CM-19, step 1, longevity year L-1, \$13,072.67 per month, full-time, effective July 1 – August 4, 2023.

Heidi Willis, Business Systems Analyst, Instructional Services, position P-00096, will continue to serve as Interim Enrollment Database Specialist, classified salary range 31, longevity year 20, \$10,859 per month, full-time, effective July 1 – November 30, 2023.

10. The following faculty members have given notice of their intent to advance on the academic salary schedule due to the completion of SAC approved coursework, effective July 1, 2023:
 - a. Angela Senigaglia, Noncredit English Instructor, position P-00581, from salary class 3 to 5.
 - b. JahB Prescott, English Instructor, position P-5250, from salary class 3 to 4.
11. In accordance with Article 12.7 of the Academic Associate Faculty collective bargaining agreement, the following associate faculty members request advancement on the associate faculty salary schedule due to the completion of SAC approved coursework, effective July 1, 2023, as follows:
 - a. Gabriela Bryant, Associate Business Instructor, position P-00820, from salary class 2 to 4.

- b. Julie Graboi, Associate Noncredit English as a Second Language Instructor, position P-00664, from salary class 4 to 5.
- c. Lisa Niemann, Associate Business Instructor, position P-08804, from salary class 3 to 4.

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

Deborah Buffington – Geography

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

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

WHEREAS Academic Senate notes that the candidates exhibit a strong background in general education,

THEREFORE BE IT RESOLVED that the Academic Senate recommends that the board of trustees accept the candidates' qualifications as equivalent for the specific assignment in question.

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

Fabiola	Beck-Threats	Counselor
Chanika	Marsh	Counselor

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

Duc	Phan	Biotechnology
Rachel	Small	Chemistry
Linda	Haar	Child Development
Jennifer	Streagle	Child Development
Terez	Anderson	Communication Studies
Deborah	Buffington	Geography
Cynthia	Bazan	Letters, Transfer
Hanley	Cullen	Nursing & Allied Health
Kathleen	Woodward	Nursing & Allied Health

15. 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
Autumn Hill	Student Services Coordinator	Substitute	Student Equity	\$36.55/hr	5/1/23	6/30/23
Natalya Phillips	Campus Aide III	Substitute	Supplemental Instruction Program	\$19.50/hr	5/18/23	6/30/23
Jenny Lagervall	Apprentice I	Substitute	STEM Learning Centers	\$15.50/hr	5/26/23	6/30/23
Diana Gonzalez	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	6/1/23	6/30/23
Griffin Davidson	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	6/1/23	6/30/23
Jesus Gomez	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	6/1/23	6/30/23
Josephine Bateman	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	6/1/23	6/30/23
Kaili Shafer	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	6/1/23	6/30/23
Katrisse Kiana Mendoza	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	6/1/23	6/30/23
Mia Bustamante	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	6/1/23	6/30/23
Samantha Escamilla	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	6/1/23	6/30/23
Tobi Brown	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	6/1/23	6/30/23
Cecelia Lauer	Instructional Computer Lab Assistant	Substitute	ITS Technology Support Services	\$24.41/hr	6/12/23	6/30/23
Michelle Mora	Campus Aide III	Short-term	Financial Aid and Scholarships	\$19.50/hr	6/23/23	6/30/23
Abigail Vivas-Orozco	Campus Aide III	Short-term	Counseling Operations	\$19.50/hr	7/1/23	6/30/24
Adolfo Naranjo	Campus Aide III	Short-term	CARE Program	\$19.50/hr	7/1/23	6/30/24
Adriana Zamora	GEAR UP Support Staff I	Short-term	GEAR UP	\$15.50/hr	7/1/23	6/30/24
Adriana Zamora	Campus Aide III	Short-term	GEAR UP	\$19.50/hr	7/1/23	8/15/23
Ainsley Strang	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Alejandra Garcia	GEAR UP Aide III	Short-term	GEAR UP	\$19.50/hr	7/1/23	6/30/24
Alex King Alaoen	Campus Aide I	Short-term	International Education	\$15.50/hr	7/1/23	6/30/24
Alexandra Angulo Coral	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Allyson Evers	Campus Aide III	Short-term	Student Services, San Elijo	\$19.50/hr	7/1/23	6/30/24
Amanda Parker	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Ana Antonio Hernandez	GEAR UP Aide III	Short-term	GEAR UP	\$19.50/hr	7/1/23	6/30/24
Andrea Solano	Campus Aide III	Short-term	Academic and Career Pathways	\$19.50/hr	7/1/23	6/30/24
Arelly Ibarra	Campus Aide III	Short-term	Student Services, CLC	\$19.50/hr	7/1/23	6/30/24
Ashley Gerdo	Student Services Specialist	Short-term	Student Equity	\$31.64/hr	7/1/23	6/30/24
Ashley Maceda	GEAR UP Support Staff I	Short-term	GEAR UP	\$15.50/hr	7/1/23	6/30/24
Aurora Monette Iglesias	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Aurora Monette Iglesias	Support Assistant, Noncredit Adult Ed	Short-term	Workforce IOA	\$24.41/hr	7/1/23	6/30/24

Autumn Hill	Student Services Coordinator	Short-term	First Year Forward	\$36.55/hr	7/1/23	6/30/24
Ava Pacheco	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Azucena Correa	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Bianca Lopez	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Brandall Buckles	Assistant Coach	Short-term	Athletics and Intramurals	\$27.37/hr	7/1/23	6/30/24
Brandall Buckles	Facilities Event Support Assistant	Short-term	Athletics and Intramurals	\$25.00/hr	7/1/23	6/30/24
Bree Perkins	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Brenda Morelia Lopez	Administrative Support Assistant I	Short-term	Counseling and Student Development	\$22.36/hr	7/1/23	6/30/24
Carolina Santos	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Carolyn Goodspeed	Administrative Support Assistant III	Short-term	Counseling	\$30.73/hr	7/1/23	6/30/24
Carolyn Goodspeed	Student Services Specialist	Short-term	Student Equity	\$31.64/hr	7/1/23	6/30/24
Cassandra Fuentes	GEAR UP Support Staff II	Short-term	GEAR UP	\$16.50/hr	7/1/23	6/30/24
Christopher Cervantes Hernandez	GEAR UP Aide III	Short-term	GEAR UP	\$19.50/hr	7/1/23	6/30/24
Daja Marks	Campus Aide III	Short-term	Student Services, CLC	\$19.50/hr	7/1/23	6/30/24
Daja Marks	Campus Aide III	Short-term	GEAR UP	\$19.50/hr	7/1/23	8/15/23
Daniel Cerda	Campus Aide III	Short-term	CARE Program	\$19.50/hr	7/1/23	6/30/24
Daniel Gonzalez Duenas	GEAR UP Support Staff III	Short-term	GEAR UP	\$17.50/hr	7/1/23	6/30/24
Darrell Steele	Program Consultant II	Short-term	Veterans Business Outreach Center	\$53.00/hr	7/1/23	6/30/24
Desean Berger	Assistant Coach	Short-term	Athletics and Intramurals	\$27.37/hr	7/1/23	6/30/24
Dunia Azizi	Campus Aide III	Short-term	Student Services, CLC	\$19.50/hr	7/1/23	6/30/24
Ehsan Afshinpour	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Elham Afshinpour	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Emeline Oropeza	Campus Aide III	Short-term	Student Equity	\$19.50/hr	7/1/23	6/30/24
Emmi Bissell	Campus Aide II	Short-term	Academic and Career Pathways	\$17.50/hr	7/1/23	8/31/23
Esther Sada	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Fernando Aparicio	Campus Aide I	Short-term	ITS Technology Support Services	\$15.50/hr	7/1/23	6/30/24
Gaudencio Hernandez	GEAR UP Support Staff III	Short-term	GEAR UP	\$17.50/hr	7/1/23	6/30/24
Genesis Ozuna Cruz	Student Services Specialist	Short-term	Student Services, CLC	\$31.64/hr	7/1/23	6/30/24
Gonzalo Lozano	Accounting Specialist	Substitute	Accounting	\$34.49/hr	7/1/23	6/30/24
Gypsy Nieves	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Haley Lepe	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Hector Prado	Assistant Coach	Short-term	Athletics and Intramurals	\$27.37/hr	7/1/23	6/30/24
Hoang Thuc Quyen Do	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Irma Ramos	Workshop Presenter	Short-term	Veterans Business Outreach Center	\$50.00/hr	7/1/23	6/30/24
Isabel Moradel	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24

Isabella Simpson	College for Kids Counselor	Short-term	Community Ed and Workforce Dev	\$17.00/hr	7/1/23	7/31/23
Isaiah Chavira	Campus Aide III	Short-term	CARE Program	\$19.50/hr	7/1/23	12/31/23
Jacob Casey	GEAR UP Support Staff I	Short-term	GEAR UP	\$15.50/hr	7/1/23	6/30/24
Jacob Casey	Campus Aide III	Short-term	GEAR UP	\$19.50/hr	7/1/23	6/30/24
Jacqueline Robledo	Campus Aide III	Short-term	Counseling Operations	\$19.50/hr	7/1/23	6/30/24
Jacqueline Robledo	Campus Aide III	Short-term	Academic and Career Pathways	\$19.50/hr	7/1/23	6/30/24
James Kelley	Program Consultant II	Short-term	Small Business Dev Ctr	\$53.00/hr	7/1/23	6/30/24
Jamieson Price	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Jason Payne	Program Consultant II	Short-term	Veterans Business Outreach Center	\$53.00/hr	7/1/23	6/30/24
Jazmin Aguas	Assistant Coach	Short-term	Athletics and Intramurals	\$27.37/hr	7/1/23	6/30/24
Jessica Luna Benitez	Campus Aide III	Short-term	Student Equity	\$19.50/hr	7/1/23	6/30/24
Jessica Mora Jacinto	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Jill Pickrell	GEAR UP Support Staff I	Short-term	GEAR UP	\$15.50/hr	7/1/23	6/30/24
Jinhui Wang	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Johanna Aguilar	GEAR UP Support Staff II	Short-term	GEAR UP	\$16.50/hr	7/1/23	6/30/24
John Guth	Program Consultant II	Short-term	Veterans Business Outreach Center	\$53.00/hr	7/1/23	6/30/24
Jorge Rojas	Assistant Coach	Short-term	Athletics and Intramurals	\$27.37/hr	7/1/23	6/30/24
Jovon Owens	Administrative Support Assistant I	Short-term	Counseling Operations	\$22.36/hr	7/1/23	6/30/24
Julieta Enriquez Camarillo	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Kasey Granza	Campus Aide III	Short-term	Career Center	\$19.50/hr	7/1/23	6/30/24
Katherine Hidalgo	Campus Aide III	Short-term	GEAR UP	\$19.50/hr	7/1/23	8/15/23
Katie Snyder	College for Kids Lead Counselor	Short-term	Community Ed and Workforce Dev	\$22.00/hr	7/1/23	8/4/23
Katya Hernandez	Campus Aide III	Short-term	Academic and Career Pathways	\$19.50/hr	7/1/23	8/31/23
Kimberly Holmes	Campus Aide III	Short-term	Cashiering Services	\$19.50/hr	7/1/23	6/30/24
Laura Perez Mauleon	Campus Aide III	Short-term	Student Equity	\$19.50/hr	7/1/23	6/30/24
Laurie Byrd	Facilities Event Support Assistant	Short-term	Athletics and Intramurals	\$25.00/hr	7/1/23	6/30/24
Laurie Byrd	Campus Aide II	Short-term	Athletics and Intramurals	\$17.50/hr	7/1/23	6/30/24
Maria Hughes	Program Consultant II	Short-term	Veterans Business Outreach Center	\$53.00/hr	7/1/23	6/30/24
Maria Zorzin	Support Assistant, Noncredit Adult Ed	Short-term	Workforce IOA	\$24.41/hr	7/1/23	6/30/24
Mariene Pili	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Mark Siy	GEAR UP Aide III	Short-term	GEAR UP	\$19.50/hr	7/1/23	6/30/24
Maya Montes	Outreach Assistant	Short-term	School Relations/Diversity Recruitment	\$23.69/hr	7/1/23	6/30/24
Mayra Angon-Salgado	Campus Aide III	Short-term	GEAR UP	\$19.50/hr	7/1/23	6/30/24
Mayra Angon-Salgado	GEAR UP Support Staff II	Short-term	GEAR UP	\$16.50/hr	7/1/23	6/30/24
Megan Hayes	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24



Michelle Mora	Campus Aide III	Short-term	Financial Aid and Scholarships	\$19.50/hr	7/1/23	6/30/24
Moakeah Rivera	Outreach Assistant	Short-term	School Relations/Diversity Recruitment	\$23.69/hr	7/1/23	6/30/24
Naythan Chan	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Nicholas Rich	Apprentice I	Short-term	Chemistry	\$15.50/hr	7/1/23	6/30/24
Nicole Hragyil	Assistant Coach	Short-term	Athletics and Intramurals	\$27.37/hr	7/1/23	6/30/24
Nikkie Kaharlani	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Odalis Ortega	GEAR UP Aide III	Short-term	GEAR UP	\$19.50/hr	7/1/23	6/30/24
Perla Garibay	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Peter Kordell	Program Consultant II	Short-term	Veterans Business Outreach Center	\$53.00/hr	7/1/23	6/30/24
Quiemari Mikes	Administrative Support Assistant II	Short-term	Counseling Operations	\$27.37/hr	7/1/23	6/30/24
Raul Ortega Marin	Campus Aide I	Short-term	ITS Technology Support Services	\$15.50/hr	7/1/23	6/30/24
Robert Robinson	Facilities Event Support Assistant	Short-term	Athletics and Intramurals	\$25.00/hr	7/1/23	6/30/24
Rocio Flores	Support Assistant, Noncredit Adult Ed	Short-term	Workforce IOA	\$24.41/hr	7/1/23	6/30/24
Rodrigo Sarmiento	Assistant Coach	Short-term	Athletics and Intramurals	\$27.37/hr	7/1/23	6/30/24
Rodrigo Sarmiento	Facilities Event Support Assistant	Short-term	Athletics and Intramurals	\$25.00/hr	7/1/23	6/30/24
Rodrigo Sarmiento	Student Services Specialist	Short-term	Athletics and Intramurals	\$31.64/hr	7/1/23	6/30/24
Rylee Arispe	Assistant Coach	Short-term	Athletics and Intramurals	\$27.37/hr	7/1/23	6/30/24
Samantha Sanchez	Campus Aide III	Short-term	Student Equity	\$19.50/hr	7/1/23	6/30/24
Sarah Lopez	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Savannah So'oto	Assistant Coach	Short-term	Athletics and Intramurals	\$27.37/hr	7/1/23	6/30/24
Seongmin Na	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Shankhin Pathri	Campus Aide I	Short-term	Cashiering Services	\$15.50/hr	7/1/23	6/30/24
Siclali Camarillo Gomez	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Signe Eyre	Assistant Coach	Short-term	Athletics and Intramurals	\$27.37/hr	7/1/23	6/30/24
Sonya Ogirala	Campus Aide III	Short-term	Academic and Career Pathways	\$19.50/hr	7/1/23	6/30/24
Sonya Ogirala	Campus Aide III	Short-term	Counseling and Student Development	\$19.50/hr	7/1/23	6/30/24
Sumaira Akbarzada	GEAR UP Support Staff II	Short-term	GEAR UP	\$16.50/hr	7/1/23	6/30/24
Susy Morales Benitez	Outreach Assistant	Short-term	School Relations/Diversity Recruitment	\$23.69/hr	7/1/23	6/30/24
Tane Te'l	Campus Aide III	Short-term	Student Equity	\$19.50/hr	7/1/23	6/30/24
Tereza Zafra-Lopez	Campus Aide III	Short-term	Student Equity	\$19.50/hr	7/1/23	6/30/24
Teya Searles	GEAR UP Support Staff III	Short-term	GEAR UP	\$17.50/hr	7/1/23	6/30/24
Teya Searles	Campus Aide III	Short-term	GEAR UP	\$19.50/hr	7/1/23	8/15/23
Thomas Steiner	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Ulises Sixto Avendano	Administrative Support Assistant II	Short-term	CARE Program	\$27.37/hr	7/1/23	6/30/24
Vanessa Montano	Administrative Support Assistant I	Short-term	Transfer Center	\$22.36/hr	7/1/23	6/30/24

Verenice Garcia	Administrative Support Assistant II	Short-term	Career Ed Grants	\$27.37/hr	7/1/23	6/30/24
Victoria Do	Graphic Artist	Short-term	Workforce IOA	\$28.18/hr	7/1/23	6/30/24
Victoria Morison	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Wesley Pawl	Program Consultant II	Short-term	Small Business Development Center	\$53.00/hr	7/1/23	6/30/24
Wesley Pawl	Program Consultant II	Short-term	Veterans Business Outreach Center	\$53.00/hr	7/1/23	6/30/24
Yaretzi Velasco	GEAR UP Support Staff II	Short-term	GEAR UP	\$16.50/hr	7/1/23	6/30/24
Yitza Yepes Perez	Instructional Aide	Short-term	Workforce IOA	\$23.03/hr	7/1/23	6/30/24
Yitza Yepes Perez	Campus Aide III	Short-term	Student Services, CLC	\$19.50/hr	7/1/23	6/30/24
Zella Garrido	Apprentice III	Substitute	STEM Learning Centers	\$17.50/hr	7/1/23	6/30/24
Ashley Gerdo	Student Services Specialist	Short-term	Student Equity	\$31.64/hr	7/2/23	6/1/24
Janil Arrabal	Campus Aide II	Short-term	Community Education and Workforce Development	\$17.50/hr	7/3/23	8/4/23
Adriana Sanchez Gonzalez	Senior Science Lab Associate	Short-term	Chemistry	\$36.55/hr	8/1/23	6/30/24
Agripina Romero	Apprentice I	Substitute	Child Development Center	\$15.50/hr	8/1/23	5/31/24
Alexa Rubidoux	Apprentice I	Substitute	Child Development Center	\$15.50/hr	8/1/23	5/31/24
Amanda Pifer	Early Childhood Education Instructional Specialist	Short-term	Child Development Center	\$29.85/hr	8/1/23	5/31/24
Amanda Pifer	Apprentice III	Short-term	Child Development Center	\$17.50/hr	8/1/23	5/31/24
Andrew Konopak	Accompanist I	Short-term	Music	\$26.00/hr	8/1/23	6/30/24
Bonnie Durben	Campus Aide I	Short-term	Theatre and Film	\$15.50/hr	8/1/23	6/30/24
Dayra Martinez	Apprentice I	Short-term	Child Development Center	\$15.50/hr	8/1/23	5/31/24
Delaney Meehan	Apprentice I	Short-term	Child Development Center	\$15.50/hr	8/1/23	5/31/24
Diego Flores	Apprentice I	Short-term	Biomanufacturing	\$15.50/hr	8/1/23	6/30/24
Elizabeth Carruthers	Apprentice I	Short-term	Chemistry	\$15.50/hr	8/1/23	6/30/24
Elizabeth Santiago Gomez	Apprentice III	Short-term	Child Development Center	\$17.50/hr	8/1/23	5/31/24
Guillermina Almader	Apprentice II	Short-term	Child Development Center	\$16.50/hr	8/1/23	5/31/24
Helaina Baes Erbs	Campus Aide III	Short-term	Music	\$19.50/hr	8/1/23	6/30/24
Karla Gonzalez	Apprentice II	Short-term	Child Development Center	\$16.50/hr	8/1/23	5/31/24
Kathleen Tom	Apprentice II	Short-term	Child Development Center	\$16.50/hr	8/1/23	5/31/24
Katia Fahme	Apprentice II	Short-term	Child Development Center	\$16.50/hr	8/1/23	5/31/24
Khiet Luu	Apprentice I	Short-term	Child Development Center	\$15.50/hr	8/1/23	5/31/24
Kimberly Lopez	Apprentice I	Short-term	Child Development Center	\$15.50/hr	8/1/23	5/31/24
Leslie Smith	Apprentice III	Short-term	Child Development Center	\$17.50/hr	8/1/23	5/31/24
Mariko Tabuchi	Apprentice I	Short-term	Biomanufacturing	\$15.50/hr	8/1/23	6/30/24
Michelle Adame	Apprentice III	Short-term	Child Development Center	\$17.50/hr	8/1/23	5/31/24
Miranda Marshall	Apprentice I	Substitute	Child Development Center	\$15.50/hr	8/1/23	5/31/24
Priszeia Puckett	Apprentice I	Short-term	Biomanufacturing	\$15.50/hr	8/1/23	6/30/24

Roxanna Michimani	Apprentice III	Short-term	Child Development Center	\$17.50/hr	8/1/23	5/31/24
Ryan Zhou	Apprentice I	Short-term	Chemistry	\$15.50/hr	8/1/23	6/30/24
Safia Benbakir	Apprentice III	Short-term	Child Development Center	\$17.50/hr	8/1/23	5/31/24
Sierra Hartman	Apprentice I	Substitute	Child Development Center	\$15.50/hr	8/1/23	5/31/24
Sylvia Hahn	Apprentice I	Substitute	Child Development Center	\$15.50/hr	8/1/23	5/31/24
Tabassum Ali	Apprentice III	Short-term	Child Development Center	\$17.50/hr	8/1/23	5/31/24
Vanessa Vergara Castro	Apprentice I	Short-term	Biomanufacturing	\$15.50/hr	8/1/23	6/30/24
Vianey Vilchis Sanchez	Early Childhood Education Instructional Specialist	Short-term	Child Development Center	\$29.85/hr	8/1/23	5/31/24
Zoe Hamrick	Apprentice II	Short-term	Child Development Center	\$16.50/hr	8/1/23	5/31/24
Blake Armstrong	Campus Aide II	Short-term	Music	\$17.50/hr	8/11/23	6/30/24
Michael Munson	Accompanist II	Short-term	Music	\$45.00/hr	8/11/23	6/30/24
Tiffany Qualls	Campus Aide I	Short-term	International Education	\$15.50/hr	7/1/23	6/30/24
Tyler Dean	Campus Aide III	Short-term	Theatre and Film	\$19.50/hr	7/1/23	7/30/23
Paige Oberholtzer	Theatre Aide III	Short-term	Theatre and Film	\$17.50/hr	7/1/23	7/30/23
Dominique Torres	Campus Aide I	Short-term	Theatre and Film	\$15.50/hr	7/1/23	7/30/23

RECOMMENDATION

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

Subject: Approve Salary Schedule and Employment Contracts for Professional Experts	Attachment: Salary Schedule and Employment Contract for Professional Experts – Template								
Category: Consent Items	Type of Board Consideration: <table style="width: 100%; text-align: center;"> <tr> <td>Information</td> <td>Consent</td> <td>Action</td> </tr> <tr> <td></td> <td>✓</td> <td></td> </tr> </table>	Information	Consent	Action		✓			
Information	Consent	Action							
	✓								
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <table style="width: 100%; text-align: center;"> <tr> <td>Goal 1</td> <td>Goal 2</td> <td>Goal 3</td> <td>Goal 4</td> </tr> <tr> <td></td> <td></td> <td>✓</td> <td></td> </tr> </table>	Goal 1	Goal 2	Goal 3	Goal 4			✓	
Goal 1	Goal 2	Goal 3	Goal 4						
		✓							
Recommend:  <hr/> Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President								

BACKGROUND

MiraCosta College administers a number of grants. Education Code section 88003.1(b)(2) allows for personal services contracts to be used when services to be performed are not available through the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district. The personal services contracts expire on June 30, 2023. The attached salary schedule for professional experts includes a recommended cost of living adjustment (“COLA”) of 1.75 percent for 2023/24, which is commensurate with the COLA received by all other employee groups.

STATUS

The attached professional expert salary schedule is recommended for approval and the following employment contracts are recommended for renewal with the term commencing on July 1, 2023, to June 30, 2024:

- Irma Ramos, Program Advisor I, Small Business Development Center, full-time, \$79,244 per year (professional expert salary schedule).
- Cheryl Brown, Program Director, Small Business Development Center, full-time, \$142,276 per year (professional expert salary schedule).
- Traci Cole, Program Director, Veterans Business Outreach Center, full-time, \$129,049 per year (professional expert salary schedule)
- Robert Chu, Project Manager, Center of Excellence for Labor Market Research, full-time, \$78,782 per year (professional expert salary schedule).
- Edward Matthews, Regional Research Associate, Center of Excellence in Labor Market Research, full-time \$87,055 per year (professional expert salary schedule)

- Wallace Keau Wong, Director, Bioscience Workforce Development Hub, full-time, \$133,883 per year (professional expert salary schedule).
- Tina Ngo Bartel, Director, Center of Excellence for Labor Market Research, full-time, \$140,328 per year (professional expert salary schedule).
- Terri Quenzer, Executive Director, Bioscience Workforce Development Hub, full-time, \$141,148 per year (professional expert salary schedule).
- Julie Johnson, Project Director, Gear Up, full-time, \$166,606 per year (professional expert salary schedule).

RECOMMENDATION

Approve salary schedule and employment contracts for professional experts, as stated above.

**Professional Expert – Hourly
2023/24**

Effective July 1, 2023

	Placement 1	Placement 2	Placement 3
Program Consultant I	\$43	\$45	\$48
Program Consultant II	\$48	\$51	\$53

**Professional Expert – Annual
2023/24**

Project Manager, Center of Excellence	\$78,782
Program Advisor 1	\$79,244
Regional Research Associate, Center of Excellence	\$87,055
Program Advisor 2	\$103,129
Program Director, VBOC	\$129,049
Director, Bioscience Workforce Development Hub	\$133,883
Director, Center of Excellence	\$140,328
Executive Director, Bioscience Workforce Development Hub	\$141,148
Program Director, SBDC	\$142,276
Project Director, GEAR UP	\$166,606

Community Education Instructor – Hourly

Range	2022/23
001	\$20.00
002	\$25.00
003	\$30.00
004	\$35.00
005	\$40.00
006	\$45.00
007	\$50.00
008	\$55.00
009	\$60.00
010	\$65.00
011	\$70.00
012	\$75.00
013	\$80.00
014	\$85.00
015	\$90.00
016	\$95.00
017	\$100.00

MiraCosta Community College District PERSONAL SERVICES CONTRACT

This contract ("Agreement") between the MiraCosta Community College District ("District") and [Employee Name] ("[Last Name]"), an individual, is made as of July 1, 2023.

Recitals

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

B. The District desires the personal services of [Last Name] for the services described in this Agreement and Exhibits.

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

D. This Agreement is subject to all the applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules and regulations of the District's Governing Board.

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

Terms and Conditions

1. Position and Term.

1.1 Position. District agrees to retain [Last Name] and [Last Name] agrees to be retained by District as [Job Title]. [Last Name] has the responsibilities and authority that are associated with [Last Name]'s position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.

1.2 Term. The term of this Agreement is from July 1, 2023 to June 30, 2024, unless terminated pursuant to the terms of this Agreement.

2. Salary and Benefits.

2.1 Salary. [Last Name] shall be paid [\$Salary] annually on the professional expert salary schedule. The salary will be prorated for service performed of less than one year. The salary will be paid according to District's customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

2.2 Benefits. [Last Name] shall be entitled to the following District benefits:

- [Number] hours of vacation accrued per month of service (up to [Annual number] hours annually). [Last Name] may accrue up to twice the annual allotment in successive contract years;

- Sick leave at the rate of one (1) day per month of service;
- Insurance coverages, and District contribution toward insurance coverages, that is provided to employees of the District employed at 50% or more of a full-time-equivalent; and
- Membership in the California Public Employees' Retirement System ("CalPERS") or the State Teachers' Retirement System ("STRS") contingent on meeting eligibility requirements of either the Public Employees Retirement Law or State Teachers Retirement Law.

2.3 Overtime Status. The parties acknowledge and agree that the position of [Job Title] may require more than 40 hours of work per week. The parties further acknowledge that this position is exempt from the payment of overtime under state and federal law.

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

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

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

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

7. Provisions of Government Code Sections 53243.3-53243.4.

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

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

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

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

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

7.4.2. A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

8. Miscellaneous Provisions. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

9. Representations and Warranties.

[Last Name] represents and warrants that [Last Name]:

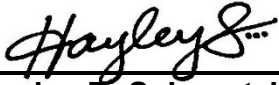

(A) has read this Agreement and understands its provisions; and

(B) is freely and voluntarily signing this Agreement.

MiraCosta Community College District

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

[Employee Name]

Subject: Approve Employment Contracts for MiraCosta Community College District Academic Administrator Association Members	Attachment: Employment Contract for Academic Administrators – Template
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>
Recommend:  <hr/> Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

New contracts for members of the MiraCosta Community College District Academic Administrators Association (“MCCCDAAA”) have been prepared according to their step and column placement on the salary schedule for the 2023/24 fiscal year, per the MCCCDAAA Working Conditions Manual.

STATUS

The following academic administrators are recommended for three-year contracts, with the following annual salaries for July 1, 2023, to June 30, 2024:

- Dr. Al Taccone, Dean of Career Education, dean, doctorate, step 7: \$223,999.
- Dr. Mike Fino, Dean of Mathematics and Sciences, dean, doctorate, step 7: \$223,999.
- Jonathan Fohrman, Dean of Arts and International Languages, dean, non-doctorate, step 7: \$221,999.
- Dr. Nick Mortaloni, Dean of Student Affairs, dean, doctorate, step 5: \$211,255.
- John Makevich, Dean of Continuing and Community Education, dean, non-doctorate, step 4: \$203,161.
- Christopher Tarman, Dean of Research, Planning, and Institutional Effectiveness, dean, non-doctorate, step 6: \$215,534.
- Evgeniya “Zhenya” Lindstrom, Dean of Instructional Services, dean, non-doctorate, step 4: \$203,161.
- Benjamin Gamboa, Associate Dean of Career Education, associate dean, non-doctorate, step 3: \$172,242.

The following academic administrators are recommended for a one-year contract, with the following annual salary for July 1, 2023, to June 30, 2024:

- Dr. Freddy Ramirez, Interim Dean of Counseling and Student Development, dean, doctorate, step 7: \$223,999.
- Dr. Bridget Herrin, Interim Dean of Admissions and Student Support, dean, doctorate, step 2: \$193,498.
- Russell Waldon, Dean of Letters, Humanities, and Communication Studies and San Elijo Site Administrator, dean, doctorate, step 3: \$199,242.

RECOMMENDATION

Authorize execution of individual employment contracts for MiraCosta Community College District Academic Administrator Association Members, as stated above.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT
EMPLOYMENT CONTRACT WITH ACADEMIC ADMINISTRATOR**

This contract (“Agreement”) between the MiraCosta Community College District (“District”) and [Name], an individual Academic Administrator (“Administrator”), is made as of July 1, 2023.

Recitals

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

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

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

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

Terms and Conditions

2. Position and Term.

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

1.4 Term. The term of this Agreement is[{# of Years} (#) years from July 1, 2023 to June 30, 202X and is renewable by June 30 each year.

2. Salary and Benefits.

2.1 Salary. Administrator's annual salary shall be as set forth on the Academic Administrator's Salary Schedule that is agreed to between the District and the Academic Administrator's Association and included in the Academic Administrator's Manual. The salary will be paid according to District's customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings). The Administrator's salary for the period July 1, 2023 through June 30, 2024, shall be \$[XXX,XXX].

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

2.3 Allowance. Administrator will be provided a monthly allowance for the purchase of a mobile communication device and service plan acceptable to the District, as per Board Administrative Procedure 6450, currently one hundred twenty-five dollars (\$125) per month as an exceptional heavy user. Administrator acknowledges and agrees that the preceding expense consideration is currently considered as taxable compensation by the United States government and State of California.

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

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

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

6. Termination of this Agreement During its Term With Cause. The Board may terminate this Agreement during its term and discharge Administrator if Administrator commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Administrator shall cease to receive any form of compensation upon the effective date of termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach

of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, insubordination, failure to comply with district policy, rules and regulations or other misconduct which interferes with the performance of their duties and responsibilities to the district. A termination for cause shall be carried out in compliance with the provisions applicable to administrative employees as set forth in the Academic Administrator's Manual as adopted by the Board.

7. Provisions of Government Code Sections 53243.3-53243.4.

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

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

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

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

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

7.4.2. A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

8. Miscellaneous Provisions. This Agreement and applicable provisions of the Academic Administrator's Manual contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.


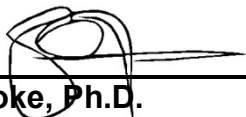
9. Representations and Warranties.

Administrator represents and warrants that Administrator:

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

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

[Name]
Dean/Associate Dean, [Sup Org]

Subject: Approve Reclassification of Existing Positions	Attachment: None
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 Goal 3 <input checked="" type="checkbox"/> Goal 4
Recommend:  _____ Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The Classification Review Committee (CRC) reviewed the job descriptions, Requests for Classification Review, and internal and external market data resulting in the following compensation recommendations.

STATUS

The CRC recommended to the superintendent/president an increase in salary range for position number P-09453 and P-00021, Accountant I, from range 26 to range 28, effective July 1, 2023. This results in an approximate increase of \$10,030 in salary and \$3,456 in statutory benefits for the first year.

The CRC recommended to the superintendent/president the reclassification of position number P-05800 Refuse and Recycle Worker (range 7) to Grounds Maintenance Worker (range 15), effective July 1, 2023. This results in an approximate increase of \$12,210 in salary and \$4,209 in statutory benefits for the first year.

The CRC recommended to the superintendent/president the reclassification of position number P-00109, Community Education Assistant II (range 17), to Community Education Assistant III (range 20) effective July 1, 2023. This results in an approximate increase of \$6,909 in salary and \$2,278 in statutory benefits for the first year.

The CRC recommended to the superintendent/president the reclassification of position numbers P-00169, P-06189, P-05840, P-00171 and P-08232, Financial Aid Technician (range 22) to Financial Aid Advisor (range 23), effective July 1, 2023. This results in an approximate increase of \$15,091 in salary and \$5,895 in statutory benefits for the first year.

The CRC recommended to the superintendent/president the reclassification of position numbers P-07516, P-09506 and, P-08528 Support Assistant, Noncredit Adult Ed (range 12), to Support Assistant II, Noncredit Adult Ed (range 16), effective July 1, 2023. This results in an approximate increase of \$19,920 in salary and \$6,867 in statutory benefits for the first year.

The CRC recommended to the superintendent/president the reclassification of position number P-00394 Testing Services Specialist (range 19) to Student Services Coordinator (range 26) effective July 1, 2023. This results in an approximate increase of \$17,606 in salary and \$6,069 in statutory benefits for the first year.



The CRC recommended to the superintendent/president an increase in salary range for position number P-00393, P-06217 and P-06216 Testing Services Assistant, from range 11 to range 16, effective July 1, 2023. This results in an approximate increase of \$17,800 in salary and \$6,136 in statutory benefits for the first year.

The CRC recommended to the superintendent/president the reclassification of position number P-00182, Graphic Design Coordinator (range 28) to Creative Services Lead (range 30), effective July 1, 2023. This results in an approximate increase of \$6,283 in salary and \$2,166 in statutory benefits for the first year.

Human Resources recommended to the superintendent/president the reclassification of position number P-05842 Program Manager, Student Success and Equity (Range 31) to Director, Student Success and Equity (range CM-10), effective July 1, 2023. This results in an approximate increase of \$7,929 in salary and \$2,733 in statutory benefits for the first year.

RECOMMENDATION

Approve reclassification of existing positions, as stated above.

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

BACKGROUND

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

STATUS

The district would like to continue the contract of Dr. Jared Rodrigues to serve full-time as the Interim Director of Student Services while the district seeks permanent incumbent. Dr. Rodrigues will be paid an annual salary of \$113,954, which is Range 8, step 2 on the 2023/24 Classified Administrator Salary Schedule. Compensation for the contract period will be prorated for the number of days worked, effective July 1, 2023, to June 30, 2024. The contract term will only be as long as necessary to complete the recruitment for a permanent incumbent.

RECOMMENDATION

Ratify execution of personal services contract, as stated above.

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

AGREEMENT

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

Recitals

- A. The District desires to engage the services of Rodrigues as the Interim Director, Student Services as described in this Agreement. The Interim Director is a classified administrator as defined by Education Code section 87002(c) and a management employee as defined by Government Code section 3540.1(g).
- B. Rodrigues warrants and represents that they are competent to perform the duties and responsibilities required by this Agreement and by all applicable laws and regulations.
- C. This Agreement is subject to all the applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules and regulations of the District’s Governing Board.
- D. This Agreement is entered into pursuant to Title 5, Section 53021(c)(7) of the California Code of Regulations.

Terms and Conditions

1. **Position**: The District hereby agrees to employ Rodrigues and Rodrigues hereby accepts employment as Interim Director, Student Services under the terms and conditions set forth in this Agreement. Rodrigues has the responsibilities and authority that are associated with the Interim Director position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.
2. **Term**: The term of this Agreement is from July 1, 2023, to June 30, 2024, unless terminated pursuant to the terms of this Agreement.
3. **No Automatic Renewal of Agreement**: The term of this Agreement shall not be automatically renewed and shall expire without further notice.
4. **Salary**: Rodrigues shall be employed as a full-time employee of the District with an annual salary of \$113,954 based upon placement on the 2023–2024 Classified Administrator salary schedule, Range 8, Step 2. The salary will be prorated for service performed of less than one year. The salary will be paid according to District’s customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

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

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

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

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

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

9. **Termination**:

a) **Termination Without Cause**: Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, without cause. In such an event, the maximum cash settlement Rodrigues may receive shall be equal to the monthly salary of multiplied by the number of months left on the unexpired term of this Agreement, or three months, whichever is less, and shall not include non-cash items. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes. District agrees to pay any lump sum cash payment ("Severance Pay"), less legally required for authorized deductions, if applicable, within thirty (30) days of the effective date of termination. In exchange for any lump sum cash payment provided to Rodrigues,

Rodrigues shall execute a release and waiver, in a form acceptable to the legal counsel for District, releasing the District, and all of its elected officers, employees, agents, representations, and attorneys, from any claim associated with the termination.

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

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

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

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

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

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

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

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

11. **Miscellaneous Provisions:** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

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

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

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

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

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

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

18. **Representations and Warranties:**

Rodrigues represents and warrants that they:

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

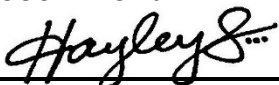
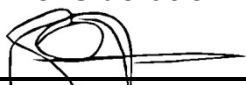
MiraCosta Community College District

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

Jared Rodrigues

Date: _____

Date: _____

Subject: Approve Classification of New Position and Job Description for Academic Services Coordinator	Attachment: Job Description: Academic Services Coordinator				
Category: Consent Items	Type of Board Consideration: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center;">Information</td> <td style="width: 33%; text-align: center;"> <input checked="" type="checkbox"/> Consent </td> <td style="width: 33%; text-align: center;">Action</td> </tr> </table>	Information	<input checked="" type="checkbox"/> Consent	Action	
Information	<input checked="" type="checkbox"/> Consent	Action			
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; text-align: center;">Goal 1</td> <td style="width: 25%; text-align: center;">Goal 2</td> <td style="width: 25%; text-align: center;">Goal 3</td> <td style="width: 25%; text-align: center;"> <input checked="" type="checkbox"/> Goal 4 </td> </tr> </table>	Goal 1	Goal 2	Goal 3	<input checked="" type="checkbox"/> Goal 4
Goal 1	Goal 2	Goal 3	<input checked="" type="checkbox"/> Goal 4		
Recommend:  <hr/> Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President				

BACKGROUND

The Academic Services Coordinator classification is necessary to support the district’s Academic and Career Pathways work. Academic Services Coordinators assist students with navigating the process into college, career exploration, and completion of their educational goals; provide case management services to students; coordinate the collection, review, and analysis of data related to student success metrics; monitor and identify trends in completion of student milestones; provide coaching and interventions; and maintain accurate records and ensure appropriate use of customer relationship management (CRM) system.

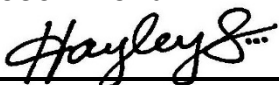
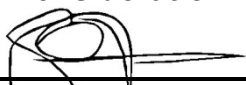
There is a need to fill the position as soon as possible to support the Program Manager of Academic and Career Pathways during the 2023/24 academic year. Human Resources created a job description to reflect the duties of the position and determined a salary placement based on internal and external market data.

STATUS

Human Resources recommends to the superintendent/president, classification of range 26 for the Academic Services Coordinator, effective July 1, 2023.

RECOMMENDATION

Approve classification of new position and job description for Academic Services Coordinator, as stated above.

Subject: Adopt Annual Resolutions Authorizing Designated Agents	Attachment: Resolution No. 20-22/23 – Designating Authorized Representative to San Diego County Schools Risk Management Joint Powers Authority for Workers’ Compensation, Property & Liability or Any Other Risk or Plan Authorized by Law
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 Goal 3 <input checked="" type="checkbox"/> Goal 4
Recommend:  _____ Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Pursuant to various sections of the Education Code, it is necessary that a governing board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the district. The following fiscal year is the normal effective period for each resolution; however, the resolution forms are designed so that midyear changes can be made. Additions and/or deletions must be made by submitting corrected resolutions to the County Office of Education (COE).

STATUS

These resolutions are routine items adopted annually to maintain a current register of persons authorized to act on behalf of the district.

RECOMMENDATION

Adopt Resolution No. 20-22/23 designating Charlie Ng, Hayley Schwartzkopf, or Tim Flood to act as authorized agents to perform all items pertaining to the interest of the board of trustees as a legislative body pursuant to the terms of the San Diego County School Risk Management Joint Powers Authority agreement.

MIRACOSTA COMMUNITY COLLEGE
DISTRICT RESOLUTION NO. 20-22/23

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED that Assistant Superintendent/Vice President of Human Resources Charlie Ng is designated as the authorized representative of the Board of Trustees of the MiraCosta Community College District, Interim Assistant Superintendent/Vice President of Human Resources Hayley Schwartzkopf or Assistant Superintendent/Vice President of Administrative Services Tim Flood as alternate representatives, and is hereby authorized and directed to perform all items pertaining to the interest of the Board of Trustees as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Joint Powers Authority Agreement.

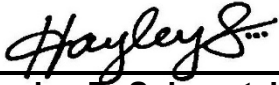

PASSED AND ADOPTED by the Board of Trustees of the MiraCosta Community College District at One Barnard Drive, Oceanside California, on the 22nd day of June 2023 by the following vote:

AYES:_____ NOES:_____ ABSENT:_____ ABSTENTIONS:_____

STATE OF CALIFORNIA) COUNTY OF SAN DIEGO)

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

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

Subject: Amend/Correct Resolution No. 16-23/24 for Annual Resolutions Authorizing Designated Agents	Attachment: Resolution No. 16-22/23– Designate Authorized Representative to the San Diego County School Fringe Benefits Consortium for Fringe Benefits Programs
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
Recommend:  <hr/> Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Pursuant to various sections of the Education Code, it is necessary that a governing board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the district. The following fiscal year is the normal effective period for each resolution; however, the resolution forms are designed so that midyear changes can be made. Additions and/or deletions must be made by submitting corrected resolutions to the County Office of Education (COE).

STATUS

Resolution No.16-23/24 was approved at the May18, 2023, board meeting. A correction to the resolution number is needed to reflect board approval in fiscal year 2022/23. The corrected number is Resolution No.16-22/23, as stated on the attached amended/corrected resolution.

RECOMMENDATION

Amend/correct resolution No.16-22/23 for annual resolutions authorizing designated agents.

MIRACOSTA COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. #16-22/23

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED that Charlie Ng, Assistant Superintendent/Vice President is designated as the authorized representative of the Board of Trustees of the MiraCosta Community College District, and Hayley Schwartzkopf, Interim Assistant Superintendent/Vice President of Human Resources, and Briana Schaeffer, Interim Benefits Coordinator as alternate representative(s), and is hereby authorized and directed to perform all items pertaining to the interest of the Board of Trustees as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Fringe Benefits agreement.

PASSED AND ADOPTED by the Governing Board of the MiraCosta Community College_District at Oceanside, California, on the 22nd day of June, 2023, by the following vote:


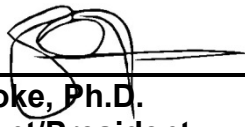
AYES:_____ NOES:_____ ABSENT:_____ ABSTENTIONS:_____

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

I, Sunita V. Cooke, Secretary of the Board of Trustees of the Governing Board of

MiraCosta Community College District of San Diego (county) California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regularly scheduled and conducted meeting held at the time and place stated, which resolution is on file and of record in the office of said board.

Secretary

Subject: Ratify Memorandum of Understanding 23-02 with the Classified Administrator Association	Attachment: Memorandum of Understanding 23-02
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 <input checked="" type="checkbox"/> Goal 4
Recommend:  <hr/> Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

During the 2022/23 academic year, the district and Classified Administrator Association met and conferred regarding the existing educational incentives offered to classified administrators. The parties agreed to a revision of the existing and future educational incentives available to classified administrators at the district as outlined in the attached MOU.

STATUS

The district and the Classified Administrator Association have met and conferred and agreed to the attached MOU.

RECOMMENDATION

Ratify Memorandum of Understanding 23-02 with the Classified Administrator Association, as stated above.



MOU Between the
MiraCosta Community College District and
MiraCosta Community College District – Classified Administrator Association
23-02

This Memorandum of Understanding (“MOU”) is entered into by and between the MiraCosta Community College District (hereinafter referred to as "District") and the MiraCosta College Classified Administrators Association (hereinafter referred to as "Classified Administrators") (hereinafter collectively referred to as the “Parties”), and is expressly made pursuant to the current Working Conditions Manual (“WCM”).

The District and the Classified Administrators have met and conferred regarding Chapter 8 – Professional Growth/Education Incentive; and agree to modify the chapter as follows:

CHAPTER 8 – LEGACY ADVANCED DEGREE AND CERTIFICATION STIPEND AND TUITION REIMBURSEMENT

8.1 LEGACY ADVANCED DEGREE AND CERTIFICATION

A classified administrator hired on or before June 30, 2023, is eligible to receive a stipend specified below for the duration of their time as a classified administrator. Classified administrators hired on or after July 1, 2023, are not eligible to receive the stipend.

A classified administrator who possesses or obtains a degree or certificate advanced beyond the minimum qualifications for their job description in a field related to the position, there will be a stipend of:

- \$1,500 per year for an advanced degree
- \$750 per year for certificates
- Up to a max of \$1,500 Total per year (inclusive of all advanced degrees and certificates earned).

Advanced degree stipends must be requested, and the degree must be conferred prior to, or within five years of July 1, 2023. Certificate stipends must be requested, and the certificate must be completed prior to, or within 2 years of July 1, 2023. Degrees and certificates cannot be combined and shall be limited to a maximum of \$1,500 per year, per eligible classified administrator.

This increase will be applied on an individual basis and approved by the Director of Labor Relations/Title IX Coordinator. Approval shall not be unreasonably denied, and in such cases where the increase is denied, classified administrators have the right to appeal to the Assistant Superintendent/Vice President of Human Resources.

Professional certification, or an equivalent series of courses, must have been earned from an accredited university or from courses offered by a nationally recognized professional organization, representative of rigorous training/coursework and a comprehensive body of knowledge and/or study, applicable to the classified administrator’s role and of benefit to the district.

Examples of certifications that would not qualify would be certificates of attendance or the equivalent from conferences or seminars, or renewals of currently held certification for which the classified administrator is already receiving the stipend.

8.2 TUITION AND/OR ENROLLMENT FEE REIMBURSEMENT

Permanent classified administrators who meet eligibility requirements, may have their tuition and/or enrollment fees for a degree program from an accredited college or university reimbursed. Such reimbursement shall be actual tuition/enrollment fee costs not to exceed \$5,000 per year and twenty-four (24) semester/thirty-six (36) quarter units of coursework per year.

The eligibility requirements for enrollment reimbursement are as follows:

1. All courses for the degree program for which a classified administrator seeks tuition/enrollment fee reimbursement must have prior approval by their immediate supervisor and the Director of Labor Relations/Title IX Coordinator. If the request is denied, it may be appealed to the Vice President of Human Resources.
2. All classes must be taken outside of the regular scheduled working hours of the classified administrator.
3. Classes must pertain to education requirements for another position, existing or planned within the district and which the employee can realistically expect to achieve.
4. Verification of successful completion of the course with a letter grade of “C” or better.
5. Out-of-pocket expense for tuition/enrollment fee(s) only. Reimbursement does not include books, cost of living, parking expenses, student fees, or other incidental expenses.
6. The classified administrator must have been employed for at least one year before the first day of the semester/term that the program begins.

The initial application shall include a brief written justification of why the degree program is job-related or toward career advancement. All applications shall include the school(s), course numbers, titles, and number of units of the courses to be taken.

Reimbursement shall not exceed the completion of one (1) approved degree program.



This agreement will become effective July 1, 2023, upon approval from the Board of Trustees, and shall expire June 30, 2025.

Sunita V. Cooke, Ph.D.

Mina Hernandez, M.Adm.

 Signature Date
 Superintendent/President
 MiraCosta Community College District

 Signature Date
 President
 Classified Administrator Association

Subject: Ratify Memorandum of Understanding 23-03 with the Academic Associate Faculty	Attachment: Memorandum of Understanding 23-03
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
Recommend:  Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

For the 2022/23 school year, the district determined that a need existed to continue the Cultural Curriculum Collective (“CCC”) pilot to align with several college-wide initiatives and goals, including Guided Pathways and becoming a racially-just campus.

The CCC was led by four (4) facilitators in 2022/23. Each facilitator was responsible for the design, instruction, facilitation, and project management of the CCC. The facilitators provided direction and leadership throughout the academic year to CCC participants. The facilitators put out a call for faculty interested in participating in the CCC at the beginning of the fall 2022 semester. The facilitators and VPIS selected faculty participants from a broad range of disciplines and departments of the college. Each faculty participant made a commitment to complete the project specified by the CCC by the end of the 2022/23 academic year.

The purpose of the CCC was to engage in a collaborative reflection and enhancement process for each faculty member’s respective courses. The focus was on developing culturally responsive, inclusive, and relevant materials that would guide the implementation of effective teaching and equity practices. Faculty participants reviewed and identified elements among the Course Outline of Record, syllabus, course assignments, and/or methods of providing feedback to students that could be more inclusive and equity-focused, culminating in the creation of a presentation that showcased their work.

STATUS

The district and the Academic Associate Faculty have negotiated the terms and conditions of work to be performed and compensation to be paid and agreed to the attached MOU.

RECOMMENDATION

Ratify Memorandum of Understanding 23-03 with the Academic Associate Faculty.



MOU Between the
MiraCosta Community College District and
MiraCosta Community College District – Associate Faculty
23-03

This Memorandum of Understanding ("MOU") is entered into by and between the MiraCosta Community College District (hereinafter referred to as "District") and the MiraCosta College Academic Associate Faculty (hereinafter referred to as "MCCAFA") (hereinafter collectively referred to as the "Parties") and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement ("CBA"). The purpose of this Memorandum of Understanding is to allow for the specific project identified below:

- 1) For the 2022/23 school year, the District determined that a need existed to continue the Cultural Curriculum Collective ("CCC") pilot to align with several college-wide initiatives and goals, including Guided Pathways and becoming a racially-just campus.
- 2) The CCC was led by four facilitators in 2022/23 ("Facilitators"). The Facilitators were selected by the Vice President, Instructional Services ("VPIS"), in consultation with the Academic Senate President and Teaching and Learning Center Coordinator.
- 3) Each Facilitator was responsible for the design, instruction, facilitation, and project management of the CCC. The Facilitators provided direction and leadership throughout the academic year to the CCC participants. The Facilitators met monthly with the VPIS to provide an update on the progress of the CCC. Each Facilitator will receive a stipend of \$3,750 upon completion of the 2022/23 CCC cohort.
- 4) The Facilitators put out a call for faculty interested in participating in the CCC at the beginning of the Fall 2022 semester. The Facilitators and VPIS selected faculty participants from a broad range of disciplines and departments of the college. The total cohort of faculty participants was not to exceed eighteen (18) faculty members. Each faculty participant made a commitment to complete the project specified by the CCC by the end of the 2022/23 academic year.
- 5) The purpose of the CCC was to engage in a collaborative reflection and enhancement process for each faculty member's respective courses. The focus was on developing culturally responsive, inclusive, and relevant materials that will guide the implementation of effective teaching and equity practices. Faculty participants reviewed and identified elements among the Course Outline of Record, syllabus, course assignments, and/or methods of providing feedback to students that could be more inclusive and equity-focused, culminating in the creation of a presentation that showcased their work.
- 6) Each CCC faculty participant was required to complete a final presentation for this project. Faculty participants may be requested to present their project to the campus community, including to their respective departments, governance groups, or the Board of Trustees.
- 7) Each associate faculty member participating in the CCC shall receive a stipend of \$1500 upon the conclusion of the project and submission of the final presentation to



the Academic Senate and VPIS. This stipend will provide compensation for the faculty member's work on the CCC, including an initial kick-off meeting, five (5) training workshops, the final project, and two (2) optional project workshops. The stipend shall be paid by June 30, 2023, upon written confirmation by the VPIS to the Payroll Manager of conclusion of the CCC project. Faculty may also request FLEX in lieu of compensation.

This agreement will become effective upon approval. It shall expire on June 30, 2023.

Sunita V. Cooke, Ph.D.

Krista Warren

Signature	Date	Signature	Date
Superintendent/President		President	
MiraCosta Community College District		MCC Academic Associate Faculty	

Subject: Ratify Memorandum of Understanding 23-04 with the Academic Associate Faculty	Attachment: Memorandum of Understanding 23-04
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
Recommend:  Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The district created the Cultural Curriculum Collective (“CCC”) during the 2020/21 academic year. The district determined that a need exists to convert the CCC to Juntos Podemos, a training program designed to meet the need of the current Title V HSI grant objectives. Juntos Podemos will be led by facilitators, not to exceed four per year. Each facilitator will be responsible for the design, instruction, facilitation, and project management of Juntos Podemos. The facilitators will provide direction and leadership throughout the academic year to the Juntos Podemos participants.

The facilitators will put out a call for faculty interested in participating in Juntos Podemos prior to the start of each fall semester. The facilitators and Title V Project and Activity Director will select faculty participants from a broad range of disciplines and departments of the college. The total cohort of faculty participants shall not exceed twenty-five (25) faculty members. Each faculty participant will make a commitment to complete the project specified by Juntos Podemos training and project by the end of the designated academic year. Each Juntos Podemos faculty participant will be required to complete a final presentation for this project. Faculty participants may be requested to present their project to the campus community, including to their respective departments, governance groups, or the Board of Trustees.

STATUS

The district and the Academic Associate Faculty have negotiated the terms and conditions of work to be performed and compensation to be paid and agreed to the attached MOU.

RECOMMENDATION

Ratify Memorandum of Understanding 23-04 with the Academic Associate Faculty.



MOU Between the
MiraCosta Community College District and
MiraCosta Community College District – Associate Faculty
23-04

This Memorandum of Understanding ("MOU") is entered into by and between the MiraCosta Community College District (hereinafter referred to as "District") and the MiraCosta College Academic Associate Faculty (hereinafter referred to as "MCCAFA") (hereinafter collectively referred to as the "Parties"), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement ("CBA"). The purpose of this Memorandum of Understanding is to allow for the specific project identified below:

- 1) The District created the Cultural Curriculum Collective ("CCC") during the 2020/21 academic year. The District determined that a need exists to convert the CCC to Juntos Podemos, a training program designed to meet the need of the current Title V HSI grant objectives.
- 2) The purpose of Juntos Podemos is to engage in a collaborative reflection and enhancement process for each faculty member's respective courses. The focus is on developing a pedagogy of cariño: culturally responsive, inclusive, and relevant materials that will guide the implementation of effective and equitable teaching practices through a lens of servingness. Faculty participants will review and identify elements among the Course Outline of Record, syllabus, course assignments, and/or methods of providing feedback to students that could be more inclusive and equity-focused, culminating in the creation of a presentation that showcases their work.
- 3) Juntos Podemos will be led by facilitators, not to exceed four per year ("Facilitators"). The Facilitators will be selected by the Vice President, Instructional Services ("VPIS"), in consultation with the Title V Project Director and Title V Activity Director.
- 4) Each Facilitator will be responsible for the design, instruction, facilitation, and project management of Juntos Podemos. The Facilitators will provide direction and leadership throughout the academic year to the Juntos Podemos participants. The Facilitators will meet monthly with the Title V Project Director or designee to provide an update on the progress of the participants. Each Facilitator will receive a stipend of \$4,000 upon completion of each annual cohort. Facilitators will be compensated no later than June 30 of each designated year upon written confirmation by the VPIS to the Payroll Manager.
- 5) The Facilitators will put out a call for faculty interested in participating in Juntos Podemos prior to the start of each Fall semester. The Facilitators and Title V Project and Activity Director will select faculty participants from a broad range of disciplines and departments of the college. The total cohort of faculty participants shall not exceed twenty-five (25) faculty members. Each faculty participant will make a commitment to complete the project specified by Juntos Podemos training and project by the end of the designated academic year.

- 6) Each Juntos Podemos faculty participant will be required to complete a final presentation for this project. Faculty participants may be requested to present their project to the campus community, including to their respective departments, governance groups, or the Board of Trustees.
- 7) Each associate faculty member participating in Juntos Podemos shall receive a stipend of \$2,000 upon the conclusion of the project and submission of the final presentation to the Title V Project and Activity Director. This stipend will provide compensation for the faculty member's work in Juntos Podemos for the entire academic year. Faculty may also request FLEX in lieu of compensation.



This agreement will become effective upon approval. It shall expire on June 30, 2024.

Sunita V. Cooke, Ph.D.

Krista Warren

Signature	Date
Superintendent/President	
MiraCosta Community College District	

Signature	Date
President	
MCC Academic Associate Faculty	

Subject: Ratify Memorandum of Understanding 23-05 with the Faculty Assembly	Attachment: Memorandum of Understanding 23-05
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
Recommend:  Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The district created the Cultural Curriculum Collective (“CCC”) during the 2020/21 academic year. The district determined that a need exists to convert the CCC to Juntos Podemos, a training program designed to meet the need of the current Title V HSI grant objectives. Juntos Podemos will be led by facilitators, not to exceed four per year. Each facilitator will be responsible for the design, instruction, facilitation, and project management of Juntos Podemos. The facilitators will provide direction and leadership throughout the academic year to the Juntos Podemos participants.

The facilitators will put out a call for faculty interested in participating in Juntos Podemos prior to the start of each fall semester. The facilitators and Title V Project and Activity Director will select faculty participants from a broad range of disciplines and departments of the college. The total cohort of faculty participants shall not exceed twenty-five (25) faculty members. Each faculty participant will make a commitment to complete the project specified by Juntos Podemos training and project by the end of the designated academic year. Each Juntos Podemos faculty participant will be required to complete a final presentation for this project. Faculty participants may be requested to present their project to the campus community, including to their respective departments, governance groups, or the Board of Trustees.

STATUS

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

RECOMMENDATION

Ratify Memorandum of Understanding 23-05 with the Faculty Assembly.



MOU Between the
MiraCosta Community College District and
MiraCosta Community College District – Faculty Assembly
23-05

This MOU modifies the terms of section C.11.0 of the Faculty Assembly 2022-2025 contract to allow for the specific project identified below:

- 1) The District created the Cultural Curriculum Collective (“CCC”) during the 2020/21 academic year. The District determined that a need exists to convert the CCC to Juntos Podemos, a training program designed to meet the need of the current Title V HSI grant objectives.
- 2) The purpose of Juntos Podemos is to engage in a collaborative reflection and enhancement process for each faculty member’s respective courses. The focus is on developing a pedagogy of cariño: culturally responsive, inclusive, and relevant materials that will guide the implementation of effective and equitable teaching practices through a lens of servingness. Faculty participants will review and identify elements among the Course Outline of Record, syllabus, course assignments, and/or methods of providing feedback to students that could be more inclusive and equity-focused, culminating in the creation of a presentation that showcases their work.
- 3) Juntos Podemos will be led by facilitators, not to exceed four per year (“Facilitators”). The Facilitators will be selected by the Vice President, Instructional Services (“VPIS”), in consultation with the Title V Project Director and Title V Activity Director.
- 4) Each Facilitator will be responsible for the design, instruction, facilitation, and project management of Juntos Podemos. The Facilitators will provide direction and leadership throughout the academic year to the Juntos Podemos participants. The Facilitators will meet monthly with the Title V Project Director or designee to provide an update on the progress of the participants. Each Facilitator will receive a stipend of \$4,000 upon completion of each annual cohort. Facilitators will be compensated no later than June 30 of each designated year upon written confirmation by the VPIS to the Payroll Manager.
- 5) The Facilitators will put out a call for faculty interested in participating in Juntos Podemos prior to the start of each Fall semester. The Facilitators and Title V Project and Activity Director will select faculty participants from a broad range of disciplines and departments of the college. The total cohort of faculty participants shall not exceed twenty-five (25) faculty members. Each faculty participant will make a commitment to complete the project specified by Juntos Podemos training and project by the end of the designated academic year.
- 6) Each Juntos Podemos faculty participant will be required to complete a final presentation for this project. Faculty participants may be requested to present their project to the campus community, including to their respective departments, governance groups, or the Board of Trustees.

- 7) Each full-time faculty member participating in Juntos Podemos shall receive a stipend of \$2,000 upon the conclusion of the project and submission of the final presentation to the Title V Project and Activity Director. This stipend will provide compensation for the faculty member's work in Juntos Podemos for the entire academic year. Faculty may also request FLEX in lieu of compensation.

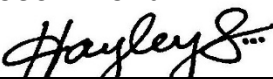

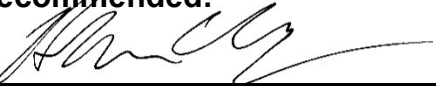

This agreement will become effective upon approval. It shall expire on June 30, 2024.

Sunita V. Cooke, Ph.D.

Mary Gross, M.S.

Signature _____ Date _____
Superintendent/President
MiraCosta Community College District

Signature _____ Date _____
President
MCCCD Faculty Assembly

Subject: Approve Reorganization and Rename of the Institute for International Perspectives	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
Recommend:  Hayley D. Schwartzkopf, J.D. Interim 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

Institute for Institutional Perspectives (IIP)

The purpose of this reorganization is to re-align the reporting of the current Program Manager, IIP position under Admissions and Student Support and to change the name of the program from the Institute for International Perspectives to International Office. The proposed change moves the current program from the Dean, Admissions and Student Support to the Director, Admissions and Records/Registrar.

Admissions and Records

The retirement of the Program Manager for IIP has created an opportunity to evaluate the department’s structure and effectiveness, pending board approval.

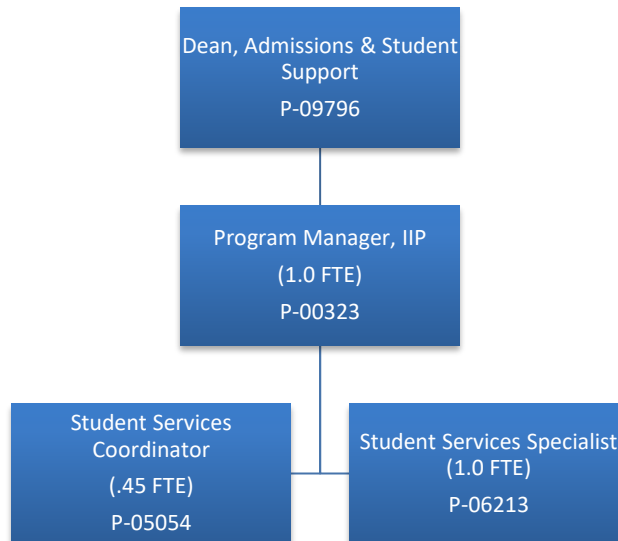
The department would like to convert the program manager, IIP to a student services coordinator position. In addition, there is an existing part-time, student services coordinator position that is currently vacant. There is a need to increase the FTE for the vacant student services coordinator position from 0.45 FTE to 1.0 FTE. These changes will allow the department to equitably assign work, increase recruiting and study abroad efforts, improve the span-of-control of the director, admissions and records/registrar, and streamline services in meeting student and district needs.

STATUS

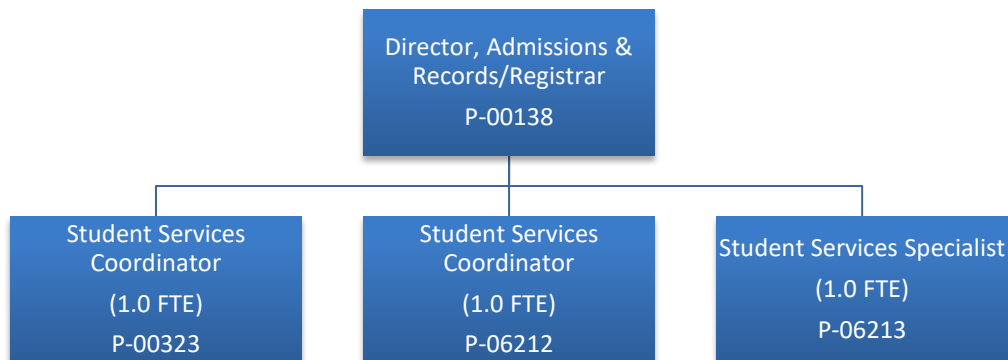
Admissions and Student Support

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/registrar.

CURRENT INSTITUTE FOR INTERNATIONAL PERSPECTIVES (IIP) STRUCTURE



PROPOSED INTERNATIONAL OFFICE STRUCTURE



Admissions and Records

Upon identifying the department's 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. Using Step 3 for all affected positions, the financial impact results in a \$67,175 per year overall increase.

Current: Program Manager, IIP							
	Step 3 Salary	Step 3 Benefits	Total Comp	Proposed Salary	Proposed Benefits	Total Comp	Net Change
Range 31	\$97,451	\$55,991	\$153,448				\$153,448
Proposed: Student Services Coordinator							
Range 26				\$84,356	\$51,478	\$135,834	\$135,834
Totals						Savings =	\$17,614





Student Services Coordinator Increase in FTE from .45 to 1.0							
	Step 3 Salary	Step 3 Benefits	Total Comp	Proposed Salary	Proposed Benefits	Total Comp	Net Change
Range 26	\$37,960	\$13,085	\$51,045	\$84,356	\$51,478	\$135,834	
Totals						Difference =	\$84,789

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

- Convert the program manager, IIP position P-00323 (Range 31) to a student services coordinator (Range 26). The approximate savings is \$17,614, including the cost of statutory benefits.
- Increase the FTE from 0.45 to 1.0 for the vacant student services coordinator, position P-06212 (Range 26). The approximate difference is \$84,789, including the cost of statutory benefits.
- Abolish the program manager, IIP job classification.

RECOMMENDATION

Approve reorganization of Admissions and Records and rename the Institute for International Perspectives, as stated above.

Subject: Approve Reorganization of Information Technology 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: Goal 1 Goal 2 Goal 3 <input checked="" type="checkbox"/> Goal 4
Recommend:  _____ Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President
Recommended:  _____ Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

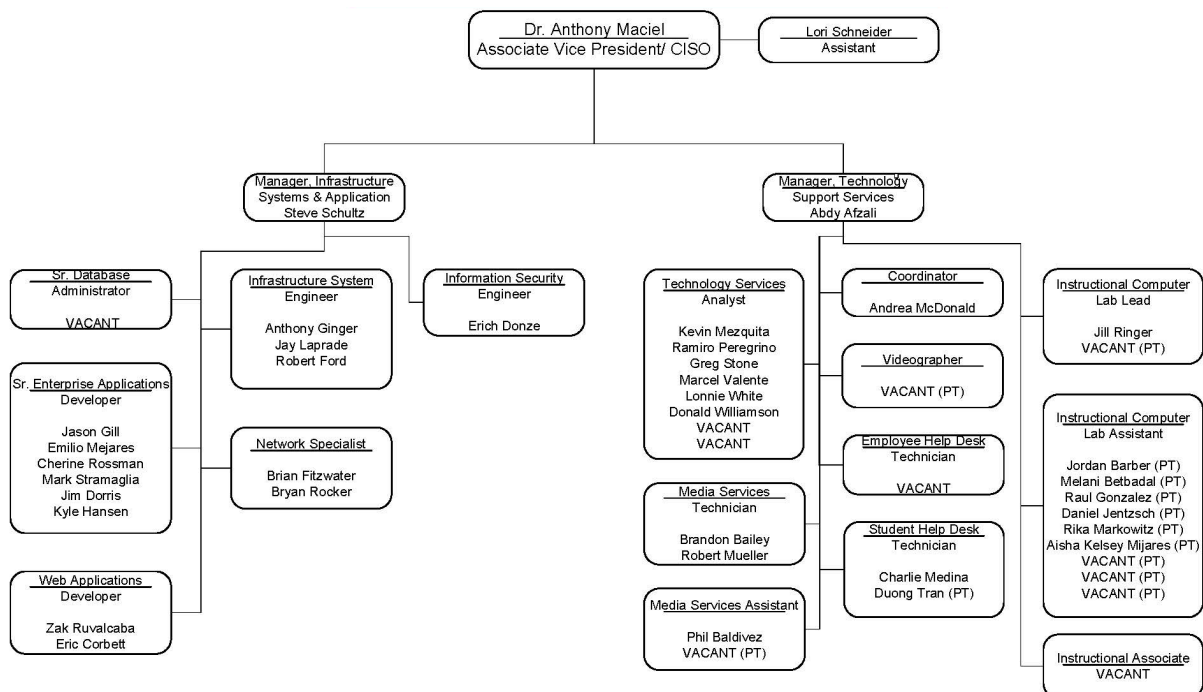
There is a need to reorganize the Information Technology Services (ITS) department to best meet future needs, given the planned retirements of two long-serving managers of the college. At the May 18, 2023, meeting, the board of trustees approved three new job classifications: director of enterprise application services, director of security and infrastructure systems, and director of technology support services. As outlined below, reorganizing the department under these positions will allow for the equitable assignment of work, improve span-of-control of the associate vice president of information technology services, and streamline services in meeting district needs.

STATUS

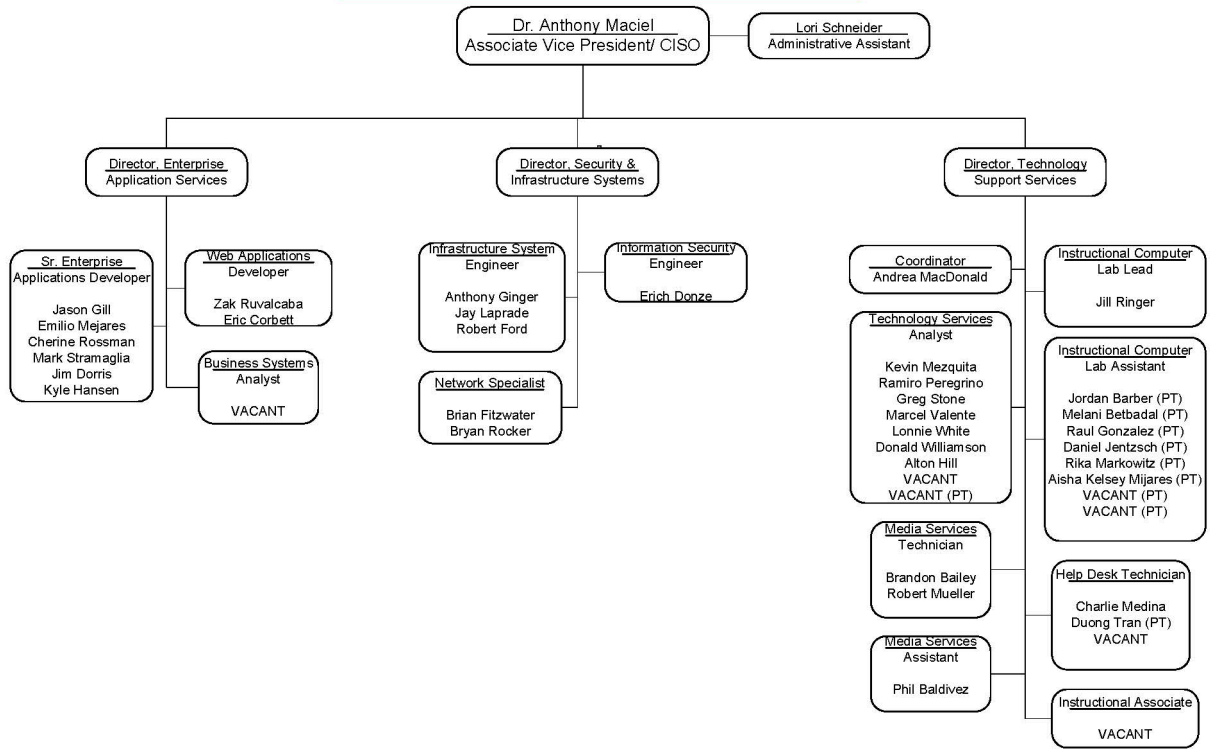
A reorganization is necessary to structure the Information Technology Services Department to better utilize staff and streamline services and meet future needs. There is no net change in headcount nor budget increase for the department with the recommended reorganization. Using Step 3 for all affected positions, the proposed changes will save the district \$31,481 and eliminate four (4) part-time, unbenefited positions for the department. It will also streamline three existing help desk classifications into one shared classification, and move an existing Technology Services Analyst position from another department under ITS. The proposed changes would become effective July 6, 2023.

- New classification: director of enterprise application services, range CM-17, Step 3 (\$159,088).
- New classification: director of security and infrastructure systems, range CM-17, Step 3 (\$159,088).
- New classification: director of technology support services, range CM-17 Step 3 (\$159,088).
- Abolish classification: manager, technology support services. Repurpose position P-00287 (1.0 FTE) and savings of \$136,485 (range 43, Step 3) to support cost of reorganization.
- Abolish classification: manager, infrastructure systems and application development. Repurpose position P-00285 (1.0 FTE) and savings of \$136,485 (range 43, Step 3) to support cost of reorganization.
- Abolish classification: senior database administrator. Repurpose position P-00344 (1.0 FTE) and savings of \$133,883 (range 42, Step 3) to support cost of reorganization.
- Abolish position P-00246 (instructional computer lab lead, 0.45 FTE) and repurpose savings of \$33,817 (range 22, step 3) to support cost of reorganization.
- Abolish position P-00404 (videographer, 0.45 FTE) and repurpose savings of \$28,432 (range 16, step 3) to support cost of reorganization.
- Abolish position P-10077 (instructional computer lab assistant, 0.45 FTE) and repurpose savings of \$25,342 (range 12, step 3) to support cost of reorganization.
- Abolish position P-00244 (media services assistant, 0.45 FTE) and repurpose savings of \$25,342 (range 12, step 3) to support cost of reorganization.
- Reclassify vacant position P-00187 from help desk technician, range 22, to IT help desk technician, range 17. There is no financial impact for this change.
- Reclassify positions P-00236 and P-00365 from student help desk technician, range 17, to IT help desk technician, range 17. There is no financial impact for this change.
- Move position P-08640 (technology services analyst) from the Noncredit and Adult Education Department to the ITS Department.

Current Organization Structure – Information Technology Services



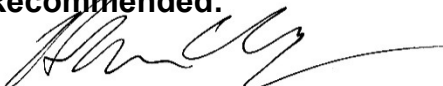

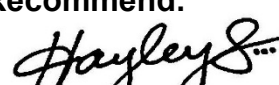



Proposed Organization Structure – Information Technology Services



RECOMMENDATION

Approve reorganization of Information Technology Services effective July 6, 2023, as stated above.

Subject: Approve Employee Changes Due to Reorganization of Student Services and Instructional 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: Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  _____ Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services	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
Recommend:  _____ Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

At the May 18, 2023, board of trustees meeting, the board of trustees approved the reorganization of Student Services and Instructional Services effective July 1, 2023. The reorganization was necessitated by changes to the faculty director positions negotiated with the Faculty Assembly in a memorandum of understanding during the 2022/23 academic year. The secondary effect of that negotiation and approval created a need to shift work to other positions (new and reclassification of existing positions) in both Student Services and Instructional Services. Below clarifies the employee changes being made as a result of the reorganization.

STATUS

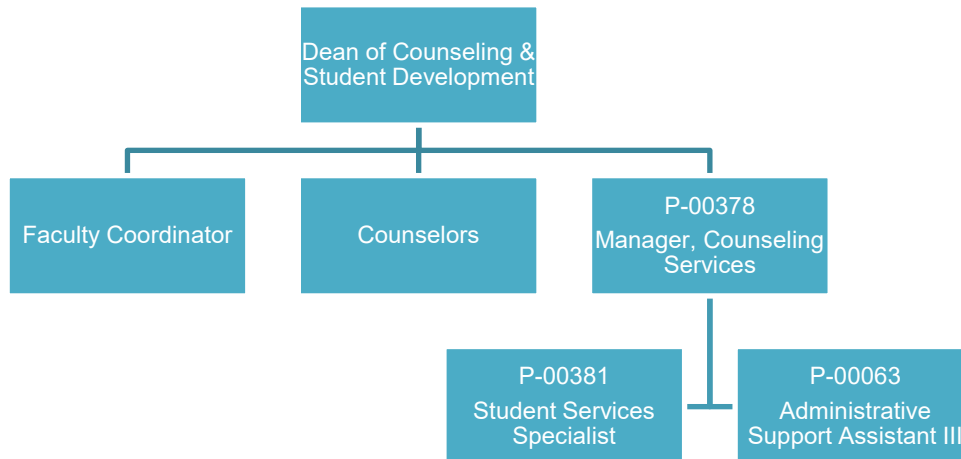
Extended Opportunity Programs and Services (EOPS) Reorganization

EOPS reclassified the student services coordinator to manager, counseling services to manage the EOPS student services specialists and administrative support assistant III and other short-term or temporary employees.

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

- Reclassify student services coordinator, Jose Mota, position P-00378, to manager, counseling services, range 31, step 5, effective July 1, 2023.
- Using Step 3 for the affected position, the proposed change will cost approximately \$17,608, including any increase in statutory benefits.

Extended Opportunity Programs and Services (EOPS) Approved Structure as of July 1, 2023



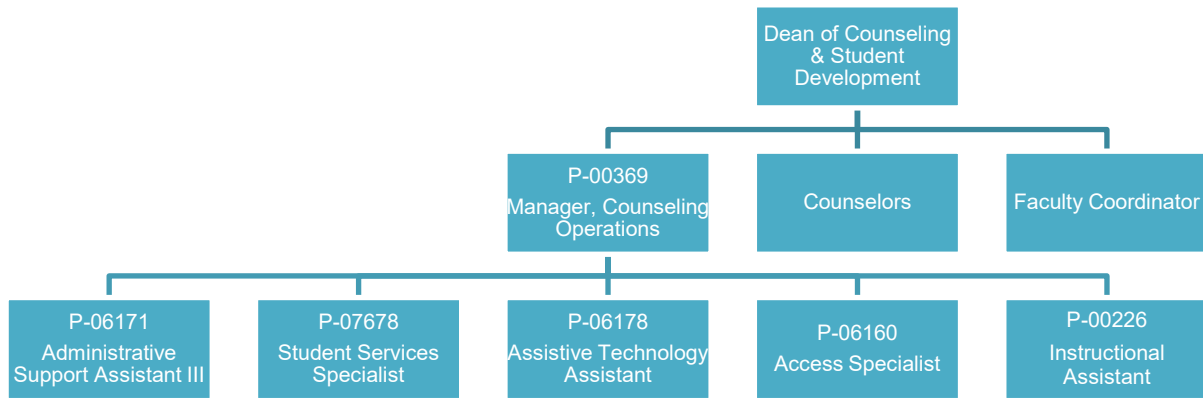
Student Accessibility Services (SAS) Reorganization

SAS reclassified the student services coordinator to a manager, counseling services to manage the access specialist, student services specialist, assistive technology assistant, administrative support assistant III, instructional assistant and other short-term or temporary employees.

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

- Reclassify Student Services Coordinator Abrey Nydegger, position P-00369, to manager, counseling services, range 31, step 5, effective July 1, 2023.
- Using Step 3 for the affected position, the proposed change will cost approximately \$17,608, including any increase in statutory benefits.

**Student Accessibility Services (SAS)
Approved Structure as of July 1, 2023**

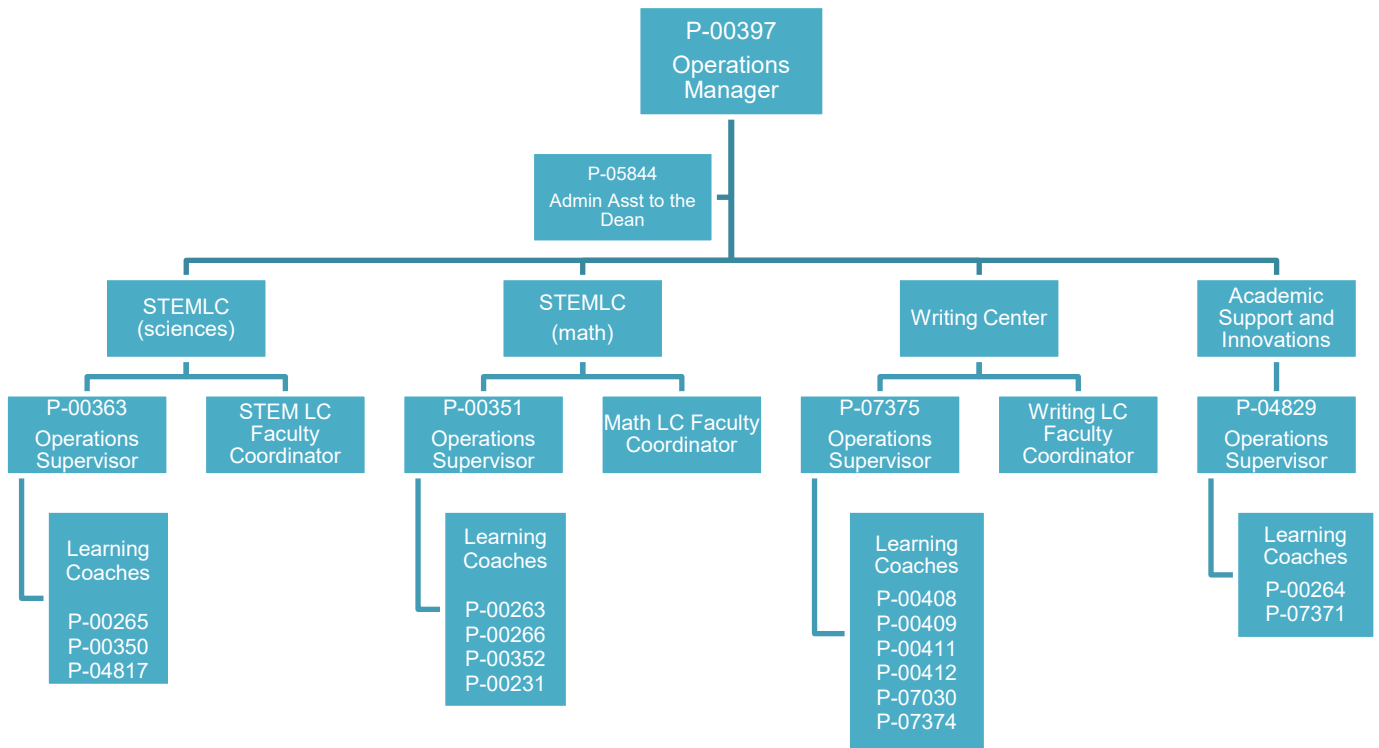


Instructional Services Reorganization

Learning Centers Reorganization

The Learning Centers is a single organizational program that houses several collaborative Centers. The Centers are being reorganized into four distinct teams underneath the leadership of an Operations Manager. The chart below outlines the reassignment of existing employees to each Center as a result of the approved reorganization.

Approved Learning Centers Structure as of July 1, 2023

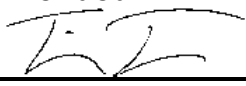
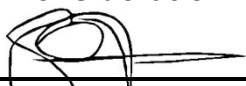


As authorized by Title 5, Section 53021(c)(1):

- Reclassify Learning Coach Skylar Wang, position P-00363, to operations supervisor (Sciences), range 27, step 5, effective July 1, 2023.
- Reclassify Learning Coach Bertha Alvarez, position P-00351, to operations supervisor (Math), range 27, step 5, effective July 1, 2023.
- Reclassify Learning Coach Sarah Pultz, position P-07375, to operations supervisor (Writing Center), range 27, step 5, effective July 1, 2023.
- Reclassify Learning Coach Andrew Alvo, position P-04829, to operations supervisor (Academic Support Innovations), range 27, step 5, effective September 5, 2023.
- Reclassify Administrative Assistant to the Dean Amy Paopao, position P-00397, to operations manager (Learning Centers), range 36, step 5, effective July 1, 2023.
- Abolish position P-00262 (learning coach, 0.45 FTE) and repurpose savings of \$33,817 (range 22, step 3) to support cost of reorganization.
- Abolish position 10544037 (learning coach, 0.45 FTE) and repurpose savings of \$33,817 (range 22, step 3) to support cost of reorganization.
- Abolish position P-00396 (administrative assistant to the dean, 1.0 FTE) and repurpose savings of \$79,627 (range 24, step 3) to support cost of reorganization.
- Permanent change of assignment to Maria Carlsson, administrative assistant to the dean, position P-05844 to increase hours from 11-months per year to 12-months per year, effective July 1, 2023.
- Permanent change of assignment for Shital Mehta, learning coach, position P-00266, to increase hours from 18 to 40 hours per week, effective July 1, 2023.
- Permanent change of assignment for Ashleigh Moser, learning coach, position P-00231, to increase hours from 18 to 40 hours per week, effective July 1, 2023.
- Permanent change of assignment for Momoyo Dahle, Learning Coach, position P-00263, to increase hours from 18 to 40 hours per week, effective July 1, 2023.
- Permanent change of assignment to vacant position P-00412 (learning coach) to increase hours from 18 to 40 hours per week, effective July 1, 2023.
- Permanent change of assignment to vacant position P-07371 (learning coach) to increase hours from 18 to 40 hours per week, and from 10-months per year to 12-months per year effective July 1, 2023.
- Permanent change of assignment to vacant position P-07030 (learning coach) to increase hours from 11-months per year to 12-months per year, effective July 1, 2023.
- Permanent change of assignment for vacant position P-07374 (learning coach) to increase hours from 36 hours per week, 11-months per year to 40 hours per week, 12-months per year, effective July 1, 2023.

RECOMMENDATION

Approve employee changes due to reorganization of Student Services and Instructional Services, as stated.

Subject: Approve Renewal of Chatbot Software with Career America, LLC dba Ocelot	Attachment: Ocelot Contract of Service
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

With the transition to online services during the COVID-19 pandemic in 2020, the district entered into an agreement with Ocelot for chatbot software to provide answers to the most frequently asked questions. The chatbot function utilizes a bank of standard answers and artificial intelligence to answer frequently asked questions. Staff have determined that this system should be officially integrated into the student information system, increasing online services provided to students.

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 an agreement established by the Foundation for California Community Colleges (FCCC). The FCCC agreement with Career America, LLC dba Ocelot (Contract #00003389) for the purchase of chatbot software services, provides the lowest cost and best overall value for district technology purchases.

The contract with Career America, LLC dba Ocelot will be for a three-year term, July 15, 2023, through July 14, 2026, with an annual cost of \$56,375, for a total contract value of \$169,125.

Funds for this purchase are budgeted within the ITS maintenance budget.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with the procurement of the district’s chatbot software service with Career America, LLC dba Ocelot in accordance with the terms and conditions of FCCC Contract # 00003389, in the amount of \$169,125.



CONTRACT OF SERVICE ██████████

Pursuant to Master Services Agreement No. 00003389 (“Master Agreement”) by and between the Foundation for California Community Colleges (“Foundation”) and Career America LLC dba Ocelot (“Ocelot”) executed April 17, 2020, for the purchase of products and services, as agreed upon in Exhibit F of said Master Agreement by Participating Agencies, the execution of this Contract of Service (“Contract of Service”), constitutes the agreement between Ocelot and MiraCosta College (“Client” or “Institution”), encompassing the attached End User License Agreement, which is hereby incorporated in this Contract of Service by reference, for services to begin on 7/15/2023. Pricing as offered assumes contract approval on or before Contract Start Date.

1. TOTAL CONTRACT

Item	Description	Unit Amount	Total Amount
Chatbot: Campus Wide	Chatbot for Entire Campus	\$46,375.00	\$139,125.00
LiveChat: Subscription	Live chat with 100 live chat agent licenses. Additional licenses can be purchased in bundles of 25.	\$0.00	\$0.00
Chatbot: Multilingual	Multilingual Chatbot	\$0.00	\$0.00
Integrations: PeopleSoft	Custom Integration with PeopleSoft.	\$10,000.00	\$30,000.00
Integrations: Implementation Fee	Custom Integration Implementation Fee	\$7,500.00	\$7,500.00
Discount: Implementation Fee Waived	Set-Up Fee has been waived	\$-7,500.00	\$-7,500.00

Shipping & Handling 0.00

Sales Tax 0.00

TOTAL AGREEMENT PRICE \$169,125.00

Year 1: \$56,375 due on 7/15/23 (service period of 7/15/23 to 7/14/24)

Year 2: \$56,375 due on 7/15/24 (service period of 7/15/24 to 7/14/25)

Year 3: \$56,375 due on 7/15/25 (service period of 7/15/25 to 7/14/26)

Live chat with 100 live chat agent licenses. Additional licenses can be purchased in bundles of 25.

Peoplesoft integration implementation fee waived with a signed contract before 6/30/2023.

New Contracts: Year 1 (multiyear contracts) and one-year contracts have a Net 30 Payment Term after Signature/Approval. Subsequent year invoices will be sent 90 days prior to the due date.

Renewal contracts - Invoices will be sent 90 days prior to the due date.

2. ORDER ADD-ONS

This contract includes the flexibility to order additional services – including but not limited to custom-developed technology solutions - within the Term of this agreement. Item(s) will be invoiced separately and will be bound to this agreement, or a new agreement, as indicated by Ocelot.

3. TERM

Start Date: 7/15/2023 End Date: 7/14/2026

4. RENEWAL CONTRACT OPPORTUNITY

This contract will automatically renew at the conclusion of the term. Client may opt-out of renewal by notifying Ocelot in writing at least 30 days prior to the conclusion.

5. PRICE CAP ON RENEWAL CONTRACT

At the conclusion of this contract, the pricing for the current items ordered will increase by no more than 6%.

6. SIGNATURES

MiraCosta College

Ocelot



Signature

	Name	Ross Thompson
	Title	CFO
	Date	6/1/2023

END USER LICENSE AGREEMENT

NOTICE TO ALL USERS: Please read this contract carefully. By utilizing this service, you (the relevant entity) agree that this agreement is enforceable like any written contract signed by you.

1. Definitions

- a. "Service" means (a) all of the contents of the digital files, or other media (including electronic media) with which this Agreement is provided or such contents as are hosted by Ocelot (CareerAmerica, LLC) or any authorized partners, including but not limited to (i) computer information or software; (ii) related explanatory materials in printed, electronic, or online form ("Documentation"); and (b) upgrades, modified or subsequent versions and updates (collectively "Updates"), and Software, if any, licensed to you by CareerAmerica, LLC or an Authorized Partner as part of a maintenance contract or service subscription.
- b. "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the Service.
- c. "Computer" means a device that accepts information in digital or similar form and manipulates it for a specific result based upon a sequence of instructions.
- d. "Ocelot" means a customizable online educational service created and serviced by CareerAmerica, LLC.

2. License Grant. Subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, CareerAmerica, LLC hereby grants to you a non-exclusive, non-transferable license to use a custom version of this Service on your website, for access and viewing by your faculty and staff, students, their family members and/or guardians, website visitors, and prospective students and their family members and/or guardians.

3. Term. Unless earlier terminated as set forth herein, this Agreement is effective for the term set forth in the Invoice and/or Contract of Service (if supplied), and may be extended for additional terms and pricing upon written agreement by the Parties. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must cease use of the Service and destroy all copies of the digital files and Documentation.

4. Start Date for Subscription. Subscription start dates shall be determined at the outset of the Agreement. Standard practice is for the subscription to begin the day the service is provided by CareerAmerica, LLC to the Client. However, at the discretion of CareerAmerica, LLC, the start date may be delayed in order to accommodate delays in launching by the Client. In the case of a delayed launch, start dates will be no later than 60 days from the date of the signed agreement or the receipt by CareerAmerica, LLC of a purchase order (whichever is later), unless otherwise agreed to by CareerAmerica, LLC at the outset of the Agreement.

5. Updates. This license is limited to the version of the Service delivered by CareerAmerica, LLC. Throughout the Term of this Agreement, CareerAmerica, LLC shall make reasonable efforts to update the content of its service as needed to reflect material changes in applicable laws and/or regulations.

6. Ownership Rights. The Ocelot Service and its content are protected by United States copyright laws. CareerAmerica, LLC owns and retains all right, title, and interest in and to the Service, including all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Your installation or Use of the Ocelot service does not transfer to you any title to the intellectual property in the Service, and you will not acquire any rights to the Service except as expressly set forth in this Agreement. You retain ownership in any content or material that is provided to CareerAmerica, LLC (referred to herein as the “Customer Materials”) and this Agreement does not provide CareerAmerica, LLC with any right to use such Customer Materials other than as necessary to perform its obligations under this Agreement.

7. Multiple Copies. If your service subscription includes multiple media format – such as DVD – you are not permitted to make copies of this media. You are permitted to use the Service on your institution’s website. However, you are not permitted to knowingly or intentionally permit another institution to access your Service.

8. Video Files. If you elect to utilize any video files provided by CareerAmerica, LLC through the file-share system, these files are only to be used as part of a school-based (closed) signage system for the term of your subscription. The video files are the property of CareerAmerica, LLC, and may not be duplicated, shared, or otherwise transmitted for use by a third party, or used online without prior written permission of CareerAmerica, LLC. If your subscription ends, you are not permitted to use the video files without the permission of CareerAmerica, LLC.

9. Restrictions. You may not sell, lease, license, rent, loan, resell, or otherwise transfer, with or without consideration, the Service or any of its knowledgebase or video content. You may not reverse engineer, decompile, or disassemble the Service, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works based upon, the Service in whole or in part. You may not knowingly permit third parties (institutions, corporations, agencies, etc) to benefit from the use or functionality of the Service or the video clips. [This shall not be construed to refer to students benefiting intellectually from the educational benefit of the Service.] You may not back-up or otherwise copy any Ocelot digital content, or upload it to any other services or websites.

10. Warranty and Disclaimer. Subscriptions run for 1 year unless otherwise specified in the Agreement. Pro-rated subscriptions are permissible (e.g. your fiscal year is already in progress and you wish to purchase a subscription for the remaining months of your fiscal year), but must be specified in the Contract of Service or Invoice. CareerAmerica, LLC strives to make sure its Service is free from interruption; however, we make no guarantees that it will be error-free.

- a. **Uptime Commitment.** CareerAmerica, LLC will use commercially reasonable efforts to ensure that the Ocelot Service is available 24 hours a day, 7 days a week, with a monthly uptime goal of 99%. As used herein, “Ocelot Uptime” is calculated by taking the total number of minutes in a calendar month less the number of minutes of Ocelot Downtime in the calendar month, divided by the total number of minutes in the calendar month. As used herein, “Ocelot Downtime” means if Ocelot Content and player are not being distributed or the Ocelot server is down, provided, however, that the following events will not be included as Ocelot Downtime: (a) causes beyond CareerAmerica LLC’s reasonable control, and (b) scheduled maintenance on the Ocelot Service (“Scheduled Maintenance”) up to 8 hours per calendar month (the “Maintenance Limit”); all Scheduled Maintenance shall either be conducted (i) between the hours of 12:00 AM (ET) and 6:00 AM (ET) or (ii) at any time after

supplying Client with 3 days advance notice (the "Maintenance Windows"). Any Schedule Maintenance conducted in excess of the Maintenance Limit or outside of the Maintenance Windows shall be included in the calculation of Ocelot Downtime. Client will promptly notify CareerAmerica, LLC of any failure to receive Ocelot Content, whereupon CareerAmerica, LLC will evaluate the report in order to determine whether or not such failure qualifies as Ocelot Downtime.

- b. **Remedy for Excess Downtime.** If Ocelot Downtime is greater than 1% in a given month, Client shall be given an extension of the Agreement in the amount of downtime.

These provisions are Client's sole and exclusive remedy for Ocelot Downtime and any failure to meet the terms of this Agreement. To request an Ocelot Service Extension credit, Client must contact CareerAmerica, LLC within 30 days after the end of the month in which the Service Extension Credit was earned. Multiple Ocelot Downtime events occurring simultaneously shall be considered a single Ocelot Downtime event.

11. Limitation of Liability. Under no circumstances and under no legal theory, whether in tort, contract, or otherwise, shall either party, or its authorized partners or suppliers, be liable to each other or to any other person for loss of profits, loss of goodwill, or any indirect, special, incidental, or consequential damages, or damages for gross negligence of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or for any other damage or loss, even if either party has been advised of the possibility of such damages. In no event shall CareerAmerica, LLC, or its authorized partners, be liable for any damages in excess of the contract price for the Ocelot Service, if any.

12. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws in force in the State of California, without regard to its conflict of law provisions.

13. Audit for Volume Licenses. CareerAmerica, LLC reserves the right to periodically audit (verify enrollment and review your use of Ocelot) your institution to ensure that you are using the appropriate Service license, and are not in violation of this Agreement.





14. Logos and Symbols. As a customer in good standing with CareerAmerica, LLC, your institution has the right to use our Ocelot logo on your website and/or any marketing materials you create so long as they are used to indicate current usage of Ocelot.

15. White Labeling. As a customer, you are permitted to "white label" Ocelot's services. You agree that any name, avatar, or other branding that you utilize in this regard is taken at your own risk of any violations of trademarks, etc., and you also agree to bear the consequences of your choices. CareerAmerica, LLC bears no responsibility for any names, avatars, or branding that you choose to utilize.

16. Miscellaneous. This Agreement sets forth all rights for the user of our Services and is the entire agreement between the parties. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of CareerAmerica, LLC. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by CareerAmerica, LLC. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

17. Taxes. Client agrees to pay all applicable taxes, including federal, state, local, national, or regional taxes, which may include sales, use, privilege, or any other applicable taxes.

18. Customer Support. If you have any questions concerning these terms and conditions, please call (888) 704-9090 or request help through our website located at www.ocelotbot.com.

Subject: Approve Bookstore Services Contract Renewal	Attachment: Amendment #5 to Bookstore Operating Agreement
Category: Action 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 Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Bookstore services at the college have been provided by Follett. The current Follett contract is set to expire. To allow for the continued provision of bookstore services, a contract renewal is required.

STATUS

Staff recommends a contract renewal of five (5) years, commencing on July 1, 2023, and ending on June 30, 2028, to allow provision of bookstore services.

RECOMMENDATION

Approve bookstore services contract as stated above.

**AMENDMENT #5 TO
BOOKSTORE OPERATING AGREEMENT**

This Fifth Amendment ("Amendment") is made as of June 30th, 2023 between Mira Costa Community College District ("District") and Follett Higher Education Group, LLC, f/k/a Follett Higher Education Group, Inc., ("Follett").

WHEREAS: District and Follett are parties to a certain Contract for Services (Bookstore Operating Agreement) dated March 26, 1998 and as amended by a First Amendment dated June 1, 2000, a Second Amendment dated January 25, 2007, a Third Amendment dated September 1, 2009, and a Fourth Amendment dated July 1, 2018. The parties desire to amend the Agreement in certain respects more specifically set forth herein.

NOW, THEREFORE, intending to be legally bound, District and Follett agree, effective June 30th, 2023:

1.) Term

The effective date of this Amendment shall be the 1st day of July 1, 2023 ("Effective Date") and shall terminate after a five (5) year period on June 30, 2028.

The District may terminate this Amendment by providing ninety (90) days' written notice to Follett. Follett may terminate this Agreement upon one hundred and twenty (120) days written notice to District.

2.) Payment. The Commission Section of the Agreement is replaced with the following new commission:

District and Follett agree that the Guaranteed Commission is terminated as of the Effective Date.

As of the Effective Date, Follett will pay the District an annual commission of:

8.5% of all Commissionable Sales up to **\$1,500,000**; plus
9.0% of any part of Commissionable Sales over **\$1,500,000**, but less than **\$2,500,000**; plus
10.0% of any part of Commissionable Sales over **\$2,500,000**; plus

"Commissionable Sales" is defined as all recognized revenue (in compliance with generally accepted accounting principles) generated through the Store or the Store website, less voids, refunds, sales tax, campus debit card fees, discounted sales to authorized District faculty, staff, departments and others as may be mutually agreed to under this Agreement, Follett-funded scholarships, handling fees associated with non-return of rental textbooks, pass-through income and merchandise sales at less than an inherent 20% margin (i.e., computer hardware and software).

Follett will make this payment to the District on a monthly basis within 30 days of the beginning of this Amendment, unless the Parties agree in writing to a different payment schedule.

In the event that the District terminates this Amendment, Follett will pay the District a pro-rated commission, using the greater of the guaranteed commission or the percentage commission, through the date of termination.

3.) Foundation Donation

The Foundation Pledge Agreement between the parties is hereby terminated as of the Effective Date. Follett and District agree that Follett will pay the FY 23 donation of \$100,000 to the MiraCosta College Foundation, and that will constitute the last payment due and the final obligation of Follett as part of the Foundation Pledge Agreement.

4.) Renovation

Follett will invest up to a total of **\$55,500** to renovate the present Campus Store. This expenditure may include furniture, trade fixtures, and equipment, including point-of-sale equipment, that is readily removable ("Capital Equipment") and Follett and third-party design and project management services, third-party architectural and engineering services, cabling and infrastructure, floor and wall coverings, decorating, lighting, and fixtures that are not readily removable ("Store Remodeling"). Capital Equipment and Store Remodeling each include all replacements, additions and extensions paid for by Follett, whenever installed. The Capital Equipment and Store Remodeling together comprise the "Store Improvements."

On any termination, expiration or non-renewal of this Agreement, or upon the relocation or closing of a Store location, District shall pay Follett the unamortized book value of all Store Remodeling (as defined in Section 5) paid by Follett as follows:

- The Store Remodeling book value shall be calculated on the straight-line method, from the in-service date[s], over the greater of 5 years or until expiration of this Agreement.

5.) Scholarship

Follett will provide **\$1,000** annually in textbook scholarships for each full contract year during the term of this Agreement as an accounts receivable account. In the event there is a partial contract year, the payment will be prorated according to the contract year.

Except as specifically amended hereby, the Agreement shall continue in full force and effect in all respects.

IN WITNESS WHEREOF, District and Follett have caused this amendment to be executed by their authorized officers as of the date first written above.

FOLLETT HIGHER EDUCATION GROUP, LLC

MIRACOSTA COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Name: Ryan Petersen

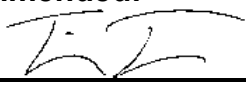
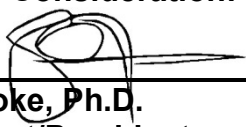
Name: Tim Flood

Title: President

Title: Vice President, Administrative Services

Date: _____

Date: _____

Subject: Award of Agreement for RFQ-P 19-23 Facility Move Management Services and Project Assignment Amendment for the Health & Wellness Hub Project	Attachment: <ul style="list-style-type: none"> • Bid Summary • CBSI Agreement • Elite Relocation Services Agreement 				
Category: Consent Items	Type of Board Consideration: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Information</td> <td style="text-align: center;"> <input checked="" type="checkbox"/> Consent </td> <td style="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="text-align: center;">Goal 1</td> <td style="text-align: center;">Goal 2</td> <td style="text-align: center;"> <input checked="" type="checkbox"/> Goal 3 </td> <td style="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

In 2016, taxpayers approved a general obligation bond to modernize aging facilities at the district’s campuses through a Capital Improvement Program (“CIP”). Most of these activities are now occurring at the Oceanside campus and include the Health & Wellness Hub complex, Student Services Building, Library Renovation, Chemistry and Biotechnology Building, Arts Media Center, and the renovation of the 3000 buildings. These projects are slated for occupancy between late 2023 through 2026. The district is preparing to relocate users and space contents throughout the campus as projects are completed, resulting in the need for move management services. Oversight of the move services will be managed by the district move consultant.

In addition to move services for CIP projects, the district anticipates the need for move services unrelated to a CIP Project (“Non-CIP Move Services”). The scope of non-CIP move services may range from a small office/area move to move services for an entire building or section of a building. Non-CIP move services will generally be managed by district staff. The intent of the RFQ-P is to award a pool of vendors a Master Move Services Agreement for a three (3) year term. Vendors will provide move services only if the district issues the vendor a Project Assignment Amendment (“PAA”) to the Move Services Agreement, which establishes the specific scope of move services, costs of the specified move services, and other requirements relating to the specified move services subject to the PAA. In addition, the RFQ-P requested a proposal specifically for the move services related to the Health & Wellness Hub project.

STATUS

The district requested the submittal of qualifications and proposals from vendors providing commercial facility moving services for furniture, fixtures, and equipment (“FFE”) with experience in providing a variety of education facilities moving services who have the financial and personnel resources to complete facilities moving services including:

- General move planning, management, and consulting
- Specific facility move-management/planning services
- Building-wide office/classroom/administrative spaces moving services (typically, FFE, contents, and office equipment)
- Single assignment office/classroom/administrative spaces moving services (typically, FFE, contents, and office equipment)
- Specialized equipment moving (athletic equipment, career training equipment, art/music program equipment, etc.)
- Other specialty moving services, such as computers, IT equipment, and science lab equipment and chemicals

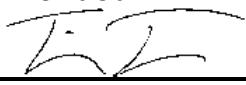
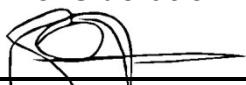
RFQ-P 19-23 Facility Move Management Services (RFQ-P) was issued by the purchasing department and advertised in the San Diego Union Tribune on April 28, 2023, and May 5, 2023. The RFQ-P documents were made available and sent out to 266 vendor firms through the district’s PlanetBids bid management portal system. Five (5) vendors submitted electronic proposals by the May 19, 2023, deadline via PlanetBids. Four (4) out of the five (5) proposals submitted were deemed responsive: Consolidated Building Systems, Inc. dba CBSI, Elite Relocation LLC, Johnson Commercial Solutions, and The Bridge Group.

An evaluation committee was organized to evaluate and review the proposals to identify the firms who would be the best value for the district and comprised of the following: dean of student affairs, director of construction for the district’s CIP, facilities supervisor, procurement and contracts manager for the district’s CIP, and warehouse supervisor. Pursuant to the RFQ-P document, the district will award the contract to a responsive and responsible vendor whose proposal is most advantageous to the district. In accordance with the district’s AP6430, the contract will be awarded based upon a “best value” evaluation. Based on the vendors’ experience, qualifications, and pricing, the evaluation committee recommends awarding a three (3) year agreement to Consolidated Building Systems, Inc. dba CBSI, and Elite Relocation, and a PAA for the move services for the Health & Wellness Hub project to Elite Relocation for \$27,246.64.

Funding is budgeted within the general obligation bond fund 43.

RECOMMENDATION

Authorize the director of purchasing and material management to award Consolidated Building Systems, Inc. dba CBSI and Elite Relocation a Master Move Services Agreement for a three (3) year term, and award Elite Relocation a Project Assignment Amendment for the move services related to the Health & Wellness Hub project for \$27,246.64.

Subject: Approve Renewal of Email Security Software Maintenance and Technical Support Agreement with CDWG	Attachment: CDWG Quote Dated 4/10/23
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> Information ✓ Consent Action </div>
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <div style="display: flex; justify-content: space-around; align-items: center;"> Goal 1 Goal 2 ✓ Goal 3 Goal 4 </div>
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The district is in the process of purchasing its routine annual maintenance and support for the district’s email and cloud security protection bundle. The district has used Proofpoint as its email security solution for the past four (4) years. The solution includes email security protection, email data loss protection (DLP) and encryption, and a cloud access security broker to protect applications in the cloud.

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 an agreement established by the Foundation for California Community Colleges (FCCC). The FCCC agreement with CDW Government, Inc. (Contract #00004442) for the purchase of supplies, technology, software, equipment, and other miscellaneous material, provides the lowest cost and best overall value for district technology purchases.

Funds to renew the support services, maintenance, and equipment are budgeted within the district’s information technology equipment replacement budget.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with the procurement of the district’s email and cloud security protection bundle with CDW Government Inc. in accordance with the terms and conditions of FCCC Contract # 00004442, in the amount of \$132,384.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

STEVE SCHULTZ,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
██████	4/10/2023	PROOFPOINT RENEWAL	██████	\$132,384.00

IMPORTANT - PLEASE READ

Special Instructions: Start Date: 7/3/2023
End Date: 7/4/2024

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Proofpoint Enterprise P1.vr20 - F-Secure - S - subscription license (1 year) Mfg. Part#: PP-P1F-S-C-105 NPRE, Email Protection, TAP URL & Attachment Defense, TAP URL Iso. (VAP Only), Threat Response Auto-Pull, PSAT Enterprise - F-Secure - SaaS Electronic distribution - NO MEDIA Contract: ClgBuys-CSU Master Agmt #00004442 Catalog (00004442)	2800	6031742	\$24.68	\$69,104.00
Proofpoint Data Loss Prevention and Encryption - subscription license (1 ye Mfg. Part#: PP-B-DLPE-S-B-105 Regulatory Compliance, Digital Asset Security, Proofpoint Encryption, Platinum Support - SaaS Electronic distribution - NO MEDIA Contract: ClgBuys-CSU Master Agmt #00004442 Catalog (00004442)	2800	5738620	\$8.32	\$23,296.00
Proofpoint Remote Syslog Forwarding Service - subscription license (1 year) Mfg. Part#: PP-M-SYSLOG-S-A-102 UNSPSC: 43232314 Remote Syslog Forwarding Electronic distribution - NO MEDIA Contract: ClgBuys-CSU Master Agmt #00004442 Catalog (00004442)	1	3990533	\$0.00	\$0.00
PFPT CLOUD APP SECURITY BROKER DATA Mfg. Part#: PP-B-PCASB-S-D-105 PFPT Cloud App Security Broker (Data Retention for 180 days) (US-Only Deployment) - S Electronic distribution - NO MEDIA	2800	6843264	\$14.28	\$39,984.00

QUOTE DETAILS (CONT.)

Contract: CIGBuys-CSU Master Agmt #00004442 Catalog (00004442)

[Proofpoint Platinum Support - technical support - 1 year](#) 1 3854780 \$0.00 \$0.00

Mfg. Part#: PP-SUP-PS-12

UNSPSC: 81112201

Platinum Level Support

Electronic distribution - NO MEDIA

Contract: CIGBuys-CSU Master Agmt #00004442 Catalog (00004442)

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$132,384.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$132,384.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: MIRA COSTA COMMUNITY COLLEGE ACCTS PAYABLE 1 BARNARD DR OCEANSIDE, CA 92056-3899 Phone: (760) 757-2121 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: MIRA COSTA COMMUNITY COLLEGE STEVE SCHULTZ 1 BARNARD DR OCEANSIDE, CA 92056-3899 Phone: (760) 757-2121 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Brett Bradford | (877) 508-2411 | bretbra@cdwg.com

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Support






Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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Subject: Approve Legal 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: Goal 1 Goal 2 Goal 3 <input checked="" type="checkbox"/> Goal 4
Recommended:  _____ Hayley Schwartzkopf Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President
Recommended:  _____ Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

There is a need for legal counsel on a variety of subjects at the college for ongoing and potential litigation. Employment liability and tort-claim issues are generally handled by the San Diego County Office of Education Risk Management Joint Powers Authority (JPA). Individual contracts are not required for JPA-assigned legal services.

STATUS

All current contracts for non-JPA legal services expire on June 30, 2023. In order to have board-approved legal counsel on call, it is necessary for the board of trustees to approve contracts. The following firms have agreed to a three (3) -year term with the option to renew two one (1) -year terms, for a maximum term not to exceed five (5) years.

- Atkinson, Andelson, Loya, Ruud & Romo—general legal services, emphasis on major community college issues, employment law, investigative services.
 - Hourly Rates (*effective 07/01/2023*)
 - Senior Partners \$350
 - Partners/Senior Counsel \$325
 - Senior Associates \$310
 - Associates \$300

- Electronic Technology Litigation Specialist \$270
- Non-Legal Consultants \$240
- Senior Paralegals/Law Clerks \$200
- Paralegal/Legal Assistants \$190

- Hourly Rates (*effective 07/01/2024*)

- Senior Partners \$365
- Partners/Senior Counsel \$340
- Senior Associates \$320
- Associates \$310
- Electronic Technology Litigation Specialist \$275
- Non-Legal Consultants \$245
- Senior Paralegals/Law Clerks \$205
- Paralegal/Legal Assistants \$195

- Hourly Rates (*effective 07/01/2025*)

- Senior Partners \$380
- Partners/Senior Counsel \$355
- Senior Associates \$330
- Associates \$320
- Electronic Technology Litigation Specialist \$280
- Non-Legal Consultants \$250
- Senior Paralegals/Law Clerks \$210
- Paralegal/Legal Assistants \$200

- Cauvel & Dacey, P.C.—general legal services, emphasis on community college issues related to construction, environmental, and land use.

- Hourly Rates (*effective 07/01/2023*)

- Shareholders \$275
- Of Counsel \$250
- Associate \$225
- Paraprofessional \$115
- JPD Executive Assistant \$ 85*

*Not for secretarial services.

- Liebert, Cassidy, Whitmore – general legal services, emphasis on major community college issues, contract and employment law, and governing board issues.

- Hourly rates (*effective 07/01/2023*)

- Partner \$395
- Senior Counsel \$345
- Associates \$240 - \$325
- Labor Relations/HR Consultants \$270
- Paraprofessionals \$145 - 185

- Hourly rates (*effective 07/01/2025*)

- Partner \$410
- Senior Counsel \$355
- Associates \$250 - \$335
- Labor Relations/HR Consultants \$280
- Paraprofessionals \$145 - 185



- Public Agency Law Group – general legal services, emphasis on construction, real estate and business transactions.
 - Hourly Rates (*effective 07/01/2023*)**
 - Principal \$315
 - Attorney \$270
- **Annual rate increase of 3%

- Tao Rossini, APC – general legal services, emphasis on school and other public facilities issues related to preparing construction and design contracts, bid documentation, litigation, alternative dispute resolution, and other matters related to public facilities and public works contraction projects.
 - Hourly rates (*effective 07/01/2023*)
 - Senior Partners \$390
 - Partners/Senior Counsel \$330
 - Senior Associates \$300
 - Associates \$275
 - Paralegal \$200

Note that in addition to the hourly rates cited above, the firms would be reimbursed for costs of overnight mail, copying, travel, and research services.

RECOMMENDATION

Approve legal services, as stated above.

Subject: Approve FY2025-29 Five-Year Capital Construction Plan	Attachment: FY2025-29 Five-Year Capital Construction Plan
Category: Consent	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



The district is required to submit a Five-Year Capital Construction Plan to the California Community Colleges Chancellor’s Office (CCCCO) by July 1 of every year. The plan identifies the capital construction projects the district plans to undertake and includes estimated costs and schedules.

STATUS

The Five-Year Construction Plan identifies the capital construction projects the district plans, and it includes estimated costs and schedules. The Five-Year Construction Plan identifies the district’s proposed projects, pending approval from the Board of Trustees, which will be submitted to the Chancellor’s Office on or before July 1, 2023. This plan updates the next five years of district capital construction projects that were identified in the 2016 Facilities Master Plan. The funding for these projects will come from a combination of Measure MM’s \$455 million general obligation bond program, State Scheduled Maintenance, and District Fund 41 Capital Construction funds. The results of this extensive investigative and collaborative project planning process are documented in the attached project list.

RECOMMENDATION

Approve the FY2025-2029 Five-Year Construction Plan, as stated above.

Subject: Approve FY2023/24 Tentative Budget	Attachment: FY2023/24 Tentative Budget				
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: <table style="width:100%; text-align:center;"> <tr> <td><input checked="" type="checkbox"/> Goal 1</td> <td><input checked="" type="checkbox"/> Goal 2</td> <td><input checked="" type="checkbox"/> Goal 3</td> <td><input checked="" type="checkbox"/> Goal 4</td> </tr> </table>	<input checked="" type="checkbox"/> Goal 1	<input checked="" type="checkbox"/> Goal 2	<input checked="" type="checkbox"/> Goal 3	<input checked="" type="checkbox"/> Goal 4
<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:  _____ Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President				

BACKGROUND

The FY2023/24 tentative budget workshop was conducted at the board workshop on June 15, 2023. Highlights of the FY2023/24 tentative budget workshop included:



- 2022/23 budget priorities and recap
- Governor’s May revise and estimates for the district
- Board of Trustees 2023/24 budget directions
- 2023/24 tentative budget assumptions and plan
- 2023/24 budget: general fund unrestricted

STATUS

It is expected that the state legislature will approve a budget on June 15, 2023. The Board of Trustees is required by law to approve a tentative budget before the start of the new fiscal year, July 1, in order for the district to expend funds starting July 1, and prior to the board’s adoption of the final budget in September. The final budget workshop presentation is scheduled for September 7, 2023, and the final budget board approval/adoption at the September 14, 2023, board meeting.

RECOMMENDATION

Approve the FY2023/24 tentative budget as stated above.

Subject: Approve Annual United States Postal Services Usage	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:  _____ Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The district maintains a prepaid bulk mailing account with the United States Postal Service (USPS) for ongoing expenses related to mailing mass communications to students, staff, and the public at-large for various events and information related to college and community business.

STATUS



Pursuant to the district’s AP6340, all contracts valued more than the current public contract code formal bid level must be presented to the board for prior approval. Since the estimated amount needed for Fiscal Year 2024 exceeds the bid level, this transaction is being presented to the board for approval.

District staff has determined that the following estimated amounts will be needed to maintain district mailing services. Bulk mail service in the amount of \$250,000 and Business Reply service in the amount of \$8,000 for a total estimated purchase not to exceed \$258,000.

Funds for this transaction have been identified within the Purchasing and Material Management operating funds for \$198,000.00, Community Education and Workforce Development funds for \$50,000, and the MiraCosta College Foundation funds for \$10,000.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with the estimated total purchase not to exceed amount of \$258,000.

Subject: Approve Purchase for Data Center Service Replacement/Upgrade Project	Attachment: ePlus Quote Dated 04/14/23
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 district is in the process of its routine refresh/replacement of the Oceanside campus data center servers. These servers provide essential technological resources districtwide. Existing servers are nearing the technological end of life and manufacturer support in February 2024.

STATUS

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

Funds to complete this project are budgeted within the information technology services department replacement budget. This purchase includes equipment and hardware/software maintenance with a procurement cost of \$131,286.93, including tax.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with the procurement with ePlus Technology, Inc. in accordance with the terms and conditions of Cisco NASPO ValuePoint DataCom Master Agreement #AR3227 and California Participation Addendum #7-20-70-47-01 at a cost not to exceed \$131,286.93.



Customer: MiraCosta College

ePlus Technology Quote

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

Date of Quote April 14, 2023	Valid for 30 days	Terms Net 30 Days	Quote# [REDACTED]
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Model Number	Description	Qty	Unit Price	Extended Price
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This quote is pursuant to Cisco NASPO ValuePoint DataCom Master Agreement # AR3227 and California PA # 7-20-70-47-01.

Model Number	Description	Qty	Unit Price	Extended Price
Cisco B200 M6 Blades - Dual 6326 Procs, 576Gb Memory				
UCSB-B200-M6-U	UCS B200 M6 Blade w/o CPU, mem, HDD, mezz (UPG)	4	\$ 2,111.00	\$ 8,444.00
CON-SNT-UCSB2M6U	SNTC-8X5XNBD UCS B200 M6 Blade w/ - 1 Year	4	\$ 324.00	\$ 1,296.00
UCSB-ML-V5Q10G	Cisco UCS VIC 15411 modular LOM for Blade Servers	4	\$ 810.00	\$ 3,240.00
UCSX-TPM-002C	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers	4	\$ 32.00	\$ 128.00
N20-FW018	UCS 5108 Blade Chassis FW Package 4.2	4	\$ -	\$ -
UCSB-FBLK-M6	Cisco B200 M6 Front Drive Blank Sleds	8	\$ -	\$ -
UCS-DIMM-BLK	UCS DIMM Blanks	32	\$ -	\$ -
UCSB-HS-M6-F	CPU Heat Sink for UCS B-Series M6 CPU socket (Front)	4	\$ -	\$ -
UCSB-HS-M6-R	CPU Heat Sink for UCS B-Series M6 CPU socket (Rear)	4	\$ -	\$ -
UCS-SID-INFR-OI	Other Infrastructure	4	\$ -	\$ -
UCS-SID-WKL-OW	Other Workload	4	\$ -	\$ -
UCS-MR-X32G1RW	32GB RDIMM SRx4 3200 (16Gb)	48	\$ 1,265.00	\$ 60,720.00
UCS-CPU-I6326	Intel 6326 2.9GHz/185W 16C/24MB DDR4 3200MHz	8	\$ 2,248.00	\$ 17,984.00
UCS-MR-X16G1RW	16GB RDIMM SRx4 3200 (8Gb)	48	\$ 616.00	\$ 29,568.00
DC-MGT-OPTOUT	Intersight Opt Out	1	\$ -	\$ -
OPTOUT-USE-UCSM	Customer using alternate systems mgt. tool: UCSM	1	\$ -	\$ -
			Subtotal:	\$ 121,380.00

TOTAL:	\$ 121,380.00
TAX:	\$ 9,906.93
SHIPPING:	\$ -
GRAND TOTAL:	\$ 131,286.93

"The following terms from Cisco apply to Customer's use of the products and services on this quote (the "Licensed Services"): the Cisco End User License Agreement and any applicable Supplemental End User License Agreements and Offer Descriptions at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html> or such other terms as agreed between Cisco and Customer. By purchasing the Licensed Services through ePlus, Customer consents to ePlus and Cisco sharing Customer data with each other to the extent required to provide the Licensed Services."



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

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

Authorization Acceptance and Date _____ PO / Reference Number _____

Print Name _____ Title _____

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

Subject: Approve Use of FCCC/UC/CSU Cooperative Purchasing Agreements	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/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

District departments purchase a variety of commodities and services related to instruction, technology, custodial, maintenance, facilities, operations, office, and miscellaneous areas that include, but are not limited to, equipment, software, hardware, maintenance, furniture, fixtures, materials, supplies, and services. District staff have identified the following FCCC/UC/CSU Cooperative Purchasing agreements that save administrative time and expense, deliver significant cost savings, and are in the district’s best interest.

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 Foundation of California Community Colleges (FCCC) of Sacramento is a public agency as defined in Government Code section 20057(b) and is authorized to enter into contracts in accordance with Public Contract Code 20661. Additionally, California Public Contract Code Section 20653.5 allows California Community Colleges to purchase materials, equipment, supplies, and services from contracts lawfully entered into by the University of California or the California State University (UC/CSU) with the same terms, conditions, and prices as negotiated. District staff has identified that using the FCCC/CSU/UC agreements under the same price, terms, and conditions achieves added price savings through volume discounting.

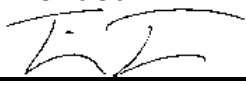
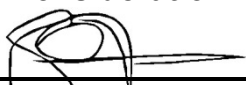
The FCCC/UC/CSU contracts cover the purchases of a variety of commodities and services as follows:

Supplier Name	Contract #	Contract Start	Expiration Date	# of Renewals	Renewal Term	Max Term Expiration
Amazon Business	0000-3598	7/5/2020	7/5/2023	1	1-Year	7/5/2024
B&H Photo	0000-4443	5/24/2021	5/23/2024	7	1-Year	5/23/2031
CDW-G	0000-4442	5/26/2021	5/25/2024	7	1-Year	5/25/2031
Dell	0000-4206	3/16/2021	5/31/2023	5	1-Year	5/31/2028
Fisher Scientific	0000-5696	7/11/2022	7/10/2025	7	1-Year	7/10/2032
Grainger	CB-248-18	7/31/2018	6/30/2024	2	1-Year	6/30/2025
Medline	0000-4284	3/19/2021	3/18/2024	4	1-Year	3/18/2026
Office Depot	0000-4526	7/1/2021	6/30/2024	7	1-Year	7/1/2031
WAXIE	0000-3809	9/1/2020	8/31/2023	2	1-Year	8/31/2025

Funding is contingent upon the availability of funds in the individual department budgets for each purchase. All purchases will be procured with district-issued purchase orders and brought forward for ratification.

RECOMMENDATION

Authorize the director of purchasing and material management to utilize the above FCCC/UC/CSU contracts for purchases within the terms of the agreements for the procurement of equipment, software, hardware, maintenance, furniture, fixtures, materials, supplies, and services.

Subject: Approve Budget Transfer	Attachment: None
Category: Action 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 accounts and may be approved on a ratification basis. Title 5 also requires that two-thirds of the members of the board approve transfers from the reserve for contingencies.

Administrative Policy 6250 Budget Management, item 3, states: Transfers may be made from the available reserves to any expenditure classification by written resolution of the board and must be approved by a two-thirds vote of the members of the board.




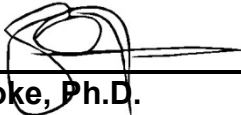
STATUS

The budget workshop was presented on June 15, 2023, with the recap of the 2022/23 budget status.

- The district’s projection for 2022/23 showed savings compared to the adopted budget. Due to the higher costs of the facilities projects, it was recommended to transfer an additional \$6 million to fund 41.

RECOMMENDATION

Approve the budget transfer as presented above.

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: <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: <div style="text-align: center;">  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services </div>	Approved for Consideration: <div style="text-align: center;">  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President </div>

BACKGROUND

Board Policy 6330—Purchasing and Contracts requires, in part, that all contracts valued at more than the current bid level, as specified in Public Contract Code §20651 et seq. (calendar year 2023 = \$109,300), will be presented to the Board of Trustees for prior approval, but that contracts valued at less than the current Public Contract Code bid level may be presented to the board for ratification rather than prior to execution. All contracts ratified by the board shall be deemed to be fully executed district commitments and may not be subsequently cancelled, withheld or amended, unless determined by the vice president, administrative services to be a legally unenforceable obligation.

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

In accordance with Public Contract Code §22000 et seq. and Board Resolutions #13-10/11 and #14-10/11, the district may procure public works using the California Uniform Public Construction Cost Accounting Act (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
April 22, 2023 - May 26, 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
23002122	Southland Technology	Hyflex Upgrade San Ejilo (ITS)	\$32,138.94
23001922	Diversified Window Coverings INC.	Window Blinds for CLC 300 (Fac)	\$24,820.00
23001859	HCI Systems Inc	5 Year Stand Pipe Inspection Repairs (Fac)	\$23,792.00
23002121	Southland Technology	Hyflex Upgrade CLC (ITS)	\$15,069.00

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

Emergency Repair Contracts Without Bid

PO #	Vendor	Description	Amount
	No Entries This Month		

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

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

PO #	Vendor	Description	Amount
23001677	ePlus Technology, inc.	Equipment and Software Maintenance (ITS)	\$108,245.25
23001946	CDW Government Inc	Equipment (ITS)	\$107,331.04
23001702	Downtown Ford Sales	Equipment - Vehicles (Facilities)	\$66,497.64
23001730	Snap-on Inc	Equipment (Autotech)	\$63,657.49
23001757	WRD Consulting, LLC	Contract Services (Student Services)	\$60,000.00
23001707	Dell Marketing L P	Instructional Equipment (Community Ed)	\$51,298.74
23001947	Josh Shapiro	Contract Services (Career Ed)	\$45,000.00
23001759	Kent Schafer	IOR Services for SAN 800 Remodel (Fac)	\$28,800.00
23001929	Gig Talent, LLC.	Contract Services (HR)	\$28,000.00
23001697	Follett Higher Education Group, LLC	Student Financial Aid (Fin Aid)	\$27,773.45
23001887	EKC Enterprises, Inc.	Equipment and Supplies (ITS)	\$25,688.79
23001760	IDP Connect	Library E-Resources (Library)	\$25,000.00
23002005	San Diego Human Resources Consulting	Contract Services (HR)	\$25,000.00

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

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

PO #	Vendor	Description	Amount
23001688	Dell Marketing L P	Equipment (ITS)	\$24,819.45
23001834	4imprint	Promotional (PIO)	\$20,048.27
23001693	Grossmont-Cuyamaca CCD	Contract Services (Career Ed)	\$20,000.00
23001829	Nick Schrock	Contract Services (Workforce Dev)	\$20,000.00
23002025	Graduate Communications	Contract Services (PIO)	\$15,875.00
23001673	FinishMaster Inc	Equipment (Autotech)	\$14,409.66
23001928	Ellucian Company LP	Software Maintenance (Stud Supp)	\$13,557.00
23001716	ReproMagic	Printing (Foundation)	\$13,477.13
23001795	4imprint	Promotional (Stud Supp)	\$13,231.40
23001816	Handlery Hotel Inc	Food (SBDC)	\$12,380.57
23001876	Blackbaud Inc	Contract Services (Foundation)	\$12,000.00
23001769	Ex Libris (USA) Inc	Library E-Resources (Library)	\$11,208.01
23001827	Mn8 Creative, Inc/CollegeAPP	Advertising (Career Ed)	\$10,800.00
23001799	Harry Red	Contract Services (Career Ed)	\$10,000.00
23001828	Stefanie M Maio	Contract Services (Career Ed)	\$10,000.00
23002129	Malwarebytes	Software Maintenance (ITS)	\$10,000.00

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

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

PO #	Vendor	Description	Amount
23001825	Oracle America Inc	Software Maintenance (Couns)	\$9,990.00
23001962	Air Filter Supply a California Corporation	Supplies (Fac)	\$9,756.88
23002004	Cambridge West Partnership LLC	Contract Services (HR)	\$9,750.00
23002150	Advantage Mailing Inc	Printing (Instructional Services)	\$9,412.86
23001735	Maxient LLC	Software Maintenance (ITS)	\$8,400.00
23002013	Colad Group Inc	Printing (PIO)	\$7,902.25
23001708	Feeding the Soul Foundation	Food (Stud Serv)	\$7,794.00
23001670	Main Street Oceanside Inc	Advertising (Career Ed)	\$7,525.00
23001662	Apple Computer Inc	Equipment (ITS)	\$7,493.45
23001846	Home Depot	Instructional Supplies (Agriculture)	\$7,184.42
23001989	Division of the State Architect	Design Plan Permit (Fac)	\$6,287.40
23002051	Josefina Sette	Contract Services (Workforce Dev)	\$6,206.90
23001650	American Chem Society Div of Chem Ed	Library E-Resources (Library)	\$6,000.00
23001635	Amazon	Supplies (CARE)	\$5,985.13
23001715	Haas Factory Outlet - Anaheim	Services/Repairs (Workforce Dev)	\$5,000.00
23001841	AAC&U	Membership (Pres)	\$5,000.00

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

Change Orders

PO #	Vendor	Description	Amount
	No Entries This Month		

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

Construction Contract Change Orders

PO #	Vendor	Description	Amount
23000833	Conan Construction Inc	Increase in Scope	\$48,361.90
22004205	MMJ Construction Inc	Increase in Scope	\$5,000.00

Total Contract Expenditures: \$1,162,969.02

Ratify MCC purchase orders 23001634 through 23002162

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 / Grants / Instructional / Miscellaneous Agreements

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

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

Facilities Use Agreements

Contract #	Licensee	Description	Amount
22000144	Cardiff By the Sea Chamber of Commerce	Amendment #2 Extension of Farmers Market	\$0.00
23000031	San Dieguito Union HS District	SDUHSD College and Career Night	\$0.00
23000034	MG Custom Printing	Uprise Small Business Mercado Vendor	\$0.00
23000035	Olivenhain Municipal Water District	Recycled Water Pipeline Ribbon Cutting	\$0.00
23000040	Sixto Boat Works	Sixto Boat Works Facility Use Agreement	\$0.00

N/A	The Conrad Prebys Foundation	Foundation w/ Community for Strategic Plan	\$600.00
N/A	Christian Cong. of Jehovah's Witness	On Hour Talk After Passing Emblems	\$485.00
N/A	Citizens of Climate Conference	California Conference – Meeting & Workshops	\$3,529.62
N/A	West Coast Elite	Basketball Practices	\$10,800.00
N/A	CLEAR III	Training (co-sponsorship)	\$0.00
N/A	Coastal Academy High School	Track & Field Practice	\$121.00
N/A	Oceanside Unified School District	Math & Science Professional Dev Training	\$0.00
N/A	Society for Ethnomusicology SoCA Hawaii Chapter	Daytime conference (co-sponsorship)	\$0.00
N/A	Oceanside Breakers	Coaching Class (co-sponsorship)	\$0.00
N/A	Storybook Youth Theater	Children's Production of Matilda	\$1,129.44
N/A	Office of US House Rep Mike Levin	Field Hearing	\$532.64
N/A	Spay Neuter Action Project (SNAP)	Mobile Animal Spay & Neuter Clinic	\$0.00
N/A	Oceanside Unified School District	OUSD Elementary Ed Staff Meeting	\$0.00
N/A	Oceanside Breakers	Scrimmage (co-sponsorship)	\$0.00
N/A	Latino Book and Family Festival	Community Festival (co-sponsorship)	\$0.00

**Capital Improvement Program Contract and Purchase Order Ratification List
April 22, 2023 - May 26, 2023**

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

CUPCCAA POs from \$5,000 – \$200,000

PO #	Vendor	Description	Amount
	No Entries This Month		

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

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

PO #	Vendor	Description	Amount
23001901	Southland Technology	04201 Bldg. 5100 New Allied Health (OC)	\$61,500.27
23002020	PlanNet Consulting	04225 IT/AV Standards Mgmt Support (OC)	\$42,000.00
23001868	DLR Group Inc	04206 Wayfinding & Signage (OC)	\$40,000.00
23001869	NV5 Inc	04225 Campus-wide Utility Infra. (OC)	\$30,520.00

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

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

PO #	Vendor	Description	Amount
23002019	Division of the State Architect	04004 Reno Bldg. 100 & 200 (CLC)	\$12,824.75

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

POs from \$0 - \$9,999

PO #	Vendor	Description	Amount
23001743	Climatec LLC	04001 Water & Gas Integration (CLC)	\$6,355.00
23001870	CDW Government Inc	04207 PIO Studio TV & Swivel mount (OCN)	\$1,516.42
23002017	Botsford Construction Inc	04117 SAN B100 Exterior Clean Up (SAN)	\$1,200.00
23002018	Botsford Construction Inc	04207 PIO Studio Misc. Improvements (OCN)	\$1,000.00

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
23000981	NV5, Inc.	04117 Change Order 1 (SAN)	\$6,469.20

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
22003304	Balfour Beatty Construction LLC	04201 Change Order 20 (OCN)	\$316,465.25
22003305	C W Driver LLC	04202 Change Order 11 (OCN)	\$76,640.00
22003305	C W Driver LLC	04202 Change Order 14 (OCN)	\$55,014.00
22003404	Balfour Beatty Construction LLC	04215 Change Order 11 (OCN)	\$36,981.54
23001186	Glanz Signing & Graphics Inc.	04101 Change Order 1 (SAN)	\$457.94

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

MM-17-002 – Geotechnical Engineering Task Orders

Contract #	Other Party	Description	Amount
	No Entries This Period		

MM-17-002 – Geotechnical Engineering Task Change Orders

Contract #	Other Party	Description	Amount
	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

Contract #	Other Party	Description	Amount
	No Entries This Period		

MM-17-003 – Civil Engineering Task Change Orders

Contract #	Other Party	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-17-012 – Commissioning Services Task Orders

Contract #	Other Party	Description	Amount
	No Entries This Period		

MM-17-012 – Commissioning Services Task Change Orders

Contract #	Other Party	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

Contract #	Other Party	Description	Amount
	No Entries This Period		

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

Contract #	Other Party	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.


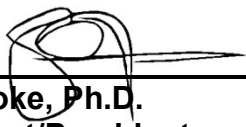
MM-19-014 – Special Inspection Task Change Orders

Contract #	Other Party	Description	Amount
	No Entries This Period		

MM-19-014 – Special Inspection Task Change Orders

Contract #	Other Party	Description	Amount
22003485	Atlas Technical Consultants LLC	04204 Change Order 2 (OCN)	\$57,534.00

Total Contract Expenditures: \$746,478.37**Ratify purchase orders — 23001743, 23001868-23001870, 23001901, 23002017-23002020****Ratify purchase orders (Task Orders) — No Entries This Period****Ratify purchase orders (Contracts) — No Entries This Period**

Subject: Adopt Resolution No. 18–22/23 – Excuse Board Member Absence	Attachment: Resolution No. 18–22/23 – Excuse Board Member Absence
Category: Action Items	Type of Board Consideration: Information Consent  Action
	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Board Policy 2725–Board Member Compensation and Education Code section 72024 establish that a board member may be paid for any meeting when absent if the board by resolution excuses the absence for performance of services for the community college district outside the board meeting, illness, jury duty, or a hardship deemed acceptable to the board.

STATUS

Trustee William Fischer was absent from the workshop of the MiraCosta Community College District Board of Trustees on May 11, 2023, due to medical reasons.

RECOMMENDATION

Adopt Resolution No. 18–22/23, excusing the absence of Trustee William Fischer from the workshop of the MiraCosta Community College District Board of Trustees on May 11, 2023.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

**RESOLUTION NO. 18-22/23
EXCUSE BOARD MEMBER ABSENCE**

WHEREAS, Trustee William Fischer was absent from the workshop of the MiraCosta Community College District Board of Trustees on May 11, 2023, due to medical reasons.

NOW, THEREFORE, BE IT RESOLVED by the MiraCosta Community College District Board of Trustees that the above-noted absence of Trustee Fischer is excused and that, in accordance with the applicable provisions of the Education Code, no reduction in monthly compensation will be made for the absence.

PASSED AND ADOPTED by the Board of Trustees of the MiraCosta Community College District of San Diego County, California, this 22nd day of June 2023, by the following vote, which constitutes a majority of the board of trustees:

AYES:

NOES:


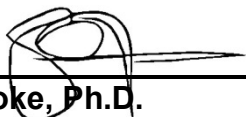
ABSTAINING:

ABSENT:

STATE OF CALIFORNIA)
)
SAN DIEGO)

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

Secretary to the Board of Trustees

Subject: Adopt Resolution No. 19–22/23 – Excuse Board Member Absence	Attachment: Resolution No. 19–22/23 – Excuse Board Member Absence
Category: Action Items	Type of Board Consideration: Information Consent  Action
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Board Policy 2725–Board Member Compensation and Education Code section 72024 establish that a board member may be paid for any meeting when absent if the board by resolution excuses the absence for performance of services for the community college district outside the board meeting, illness, jury duty, or a hardship deemed acceptable to the board.

STATUS

Trustee Jackie Simon was absent from the workshop of the MiraCosta Community College District Board of Trustees on May 11, 2023, due to illness.

RECOMMENDATION

Adopt Resolution No. 19–22/23, excusing the absence of Trustee Jackie Simon from the workshop of the MiraCosta Community College District Board of Trustees on May 11, 2023.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 19-22/23 EXCUSE BOARD MEMBER ABSENCE

WHEREAS, Trustee Jackie Simon was absent from the workshop of the MiraCosta Community College District Board of Trustees on May 11, 2023, due to illness.

NOW, THEREFORE, BE IT RESOLVED by the MiraCosta Community College District Board of Trustees that the above-noted absence of Trustee Simon is excused and that, in accordance with the applicable provisions of the Education Code, no reduction in monthly compensation will be made for the absence.

PASSED AND ADOPTED by the Board of Trustees of the MiraCosta Community College District of San Diego County, California, this 22nd day of June 2023, by the following vote, which constitutes a majority of the board of trustees:

AYES:



NOES:

ABSTAINING:

ABSENT:

STATE OF CALIFORNIA)
)
SAN DIEGO)

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

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

BACKGROUND

Board Policy 7140 Collegial Negotiation and Collective Bargaining specifies the process for negotiation of an employment contract for the superintendent/president, and Board Policy 2435 outlines the process for an annual evaluation by the board of trustees.

STATUS

The board of trustees has reviewed the results of its superintendent/president evaluation survey. The board has provided direction to staff to prepare a contract with a four-year duration and to place Dr. Sunita V. Cooke on step 7. All other elements of the superintendent/president’s contract continue in full effect and remain unchanged.

The 2023/24 recommended compensation is \$346,276 per year. The superintendent/president also receives a \$750 monthly allowance for use of a personal vehicle for district business, \$750 monthly allowance for special expenses incurred in the course of performing the official duties, and \$125 per month for mobile communication service.

RECOMMENDATION

Approve employment contract for superintendent/president, effective July 1, 2023.

MIRACOSTA COMMUNITY COLLEGE DISTRICT
SEVENTH AMENDMENT TO AGREEMENT FOR THE EMPLOYMENT OF
SUPERINTENDENT/PRESIDENT

This Seventh Amendment (“Amendment”) is entered into by and between the Governing Board of the MiraCosta Community College District (hereinafter referred to as “Board” or “District”) and Dr. Sunita Cooke (hereinafter referred to as “Cooke”), effective July 1, 2023.

RECITALS

- A. The parties have entered into an Agreement for the Employment of the Superintendent/President dated July 1, 2016, as amended by that certain First Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2017, and as amended by that certain Second Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2018, and as amended by that certain Third Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2019, and as amended by that certain Fourth Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2020, and as amended by that certain Fifth Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2021, and as amended by that certain Sixth Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2022 (collectively, the “Agreement”);
- B. It is the desire of the parties to modify the Agreement as set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES as follows:

Section 1. The last sentence of Paragraph 2.0 of the Agreement, relating to its term, is hereby amended to read in its entirety as follows: “The expiration date of this Agreement shall be June 30, 2027.”

Section 2. Paragraph 3.0 of the Agreement is hereby amended to read in its entirety as follows:

3.0 SALARY

For services rendered to the District as superintendent/president, Cooke shall be compensated by the District on a salary basis through the expiration date of this Agreement in the annual amount of Three Hundred Forty-Six Thousand, Two Hundred Seventy-Six Dollars (\$346,276.00). This salary represents a placement on Step 7 of the 2023-2024 Superintendent/President Salary Schedule. Cooke’s placement on the Superintendent/President Salary Schedule shall increase in accordance with the appropriate salary schedule increase each succeeding July 1, beginning on July 1, 2023, conditioned on Cooke having received an overall satisfactory evaluation from the Board for the prior year of service and Board approval. The annual salary shall be paid according to District’s customary payroll practices, in twelve (12) installments, which shall

be as nearly equal as practical. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

Section 3. Except as expressly amended by this Amendment, the Agreement and each of its unamended provisions shall remain in full force and effect as provided for therein.

In witness whereof, the Parties have entered into this Amendment as of the date and year noted below.

BOARD OF TRUSTEES

Dated: _____

Dated: _____

SUPERINTENDENT/PRESIDENT

Sunita V. Cooke, Ph.D.

Subject: Approve Employment Contracts for Assistant Superintendents/Vice Presidents, Vice Presidents, Associate Vice President, and Interim Chief Inclusion, Diversity, Equity, Accessibility Officer	Attachment: Employment Contracts for Assistant Superintendents/Vice Presidents, Vice President, Associate Vice President, and Interim Chief Inclusion, Diversity, Equity, Accessibility Officer – Template				
Category: Action Items	Type of Board Consideration: <table style="width:100%; text-align:center;"> <tr> <td>Information</td> <td>Consent</td> <td>Action </td> </tr> </table>	Information	Consent	Action	
Information	Consent	Action			
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <table style="width:100%; text-align:center;"> <tr> <td>Goal 1</td> <td>Goal 2</td> <td>Goal 3 </td> <td>Goal 4</td> </tr> </table>	Goal 1	Goal 2	Goal 3	Goal 4
Goal 1	Goal 2	Goal 3	Goal 4		
Recommend: <hr style="border: 0.5px solid black;"/> Hayley D. Schwartzkopf, J.D. Interim Assistant Superintendent/Vice President, Human Resources	Approved for Consideration: <hr style="border: 0.5px solid black;"/> Sunita V. Cooke, Ph.D. Superintendent/President				

BACKGROUND

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

STATUS

The following assistant superintendents/vice presidents are recommended for three-year contracts, with the following annual salaries for July 1, 2023 to June 30, 2024, conditioned on the administrator’s most recent evaluation being satisfactory:

- Dr. Alketa Wojcik, Assistant Superintendent/Vice President, range 2, step 7 – \$272,825
- Tim Flood, Assistant Superintendent/Vice President, range 2, step 6 – \$264,879
- K. Denée Pescarmona, Assistant Superintendent/Vice President, range 2, step 3 – \$242,401

The following vice president and associate vice president are recommended for three-year contracts, with the following annual salaries for July 1, 2023 to June 30, 2024, conditioned on the administrator’s most recent evaluation being satisfactory:

- Shannon Stubblefield, Vice President, range 1, step 3 – \$206,908
- Anthony Maciel, Associate Vice President, range 1, step 4 – \$213,114

The following associate vice president (interim chief inclusion, diversity, equity, accessibility officer) is recommended for a one-year contract, with the following annual salary for July 1,

2023 to June 30, 2024, conditioned on the administrator's most recent evaluation being satisfactory:

Dr. Wendy Stewart, Associate Vice President (Interim Chief Inclusion, Diversity, Equity, Accessibility Officer, range 1, step 6 – \$226,093

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

RECOMMENDATION

Approve employment contracts for assistant superintendents/vice presidents, vice president, associate vice president, and interim chief inclusion, diversity, equity, accessibility officer, as stated above.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT
ADMINISTRATOR EMPLOYMENT AGREEMENT**

This agreement (“Agreement”) is made July 1, 2023, by and between the MiraCosta Community College District (“District”) in San Diego County, California, and «Name», «Job Title», «Division» (“Administrator”).

1.0 DUTIES

The Administrator agrees to be and act as «Job Title», «Division», of MiraCosta College, performing duties specified in the position description adopted by the Board of Trustees for this position.

2.0 TERM

This Agreement is for a «Number»-year term commencing on «Start Date», and ending on «End Date». Upon the recommendation of the Superintendent/President, the Board of Trustees may renew this Agreement in accordance with board policy provided that the employee's most recent performance evaluation has been “satisfactory.”

3.0 SALARY

The Administrator shall be paid according to step «Step» (\$«Annual_Salary») annually on the 2023–2024 Vice President and Associate Vice President Salary Schedule. The salary will be paid according to District’s customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

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

4.0 HEALTH-AND-WELFARE BENEFITS

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

5.0 RETIREMENT BENEFITS

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

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

6.0 SABBATICAL

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

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

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

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

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

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

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

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

7.0 EXPENSES

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

8.0 DAYS OF SERVICE

This Agreement provides 261 contract days per year (218 on-duty days; 25 vacation days; 18 holidays), with vacation, sick leave, and personal necessity leave available in accordance with District policy. Prior to the start of each fiscal year, the Administrator's non-contract days, if any, will be approved by the Administrator's supervisor and reported to the District's payroll office.

9.0 EVALUATION

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

Administrator's supervisor or by the Administrator.

10.0 REASSIGNMENT

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

11.0 TERMINATION

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

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

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

12.0 Provisions of Government Code Sections 53243.3-53243.4.

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

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

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

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

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

13.0 OTHER PROVISIONS

13.1 This Agreement does not confer tenure.

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

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

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

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

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

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

14.0 Representations and Warranties.

Administrator represents and warrants that they:

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






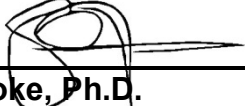
MiraCosta Community College District

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

«Name»
«Job Title»
«Division»

Date: _____

Date: _____

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

BACKGROUND

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

STATUS

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

Administrative Procedure 4025B is provided for your reference only.

RECOMMENDATION

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

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

In addition to these accomplishments, the student shall possess sufficient depth in the field of bio manufacturing to contribute to entry level career preparation and lifetime interest.

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

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

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

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

MiraCosta Community College District

Adoption History: 6/22/16
Periodic Review: xx/xx/xx
CCLC Update: --
Steering: C&P CPC / AS

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

Baccalaureate Degree

The baccalaureate-degree at MiraCosta College is awarded to students who have successfully demonstrated they have developed intellectual skills, information technology facility, affective and creative capabilities, social attitudes, and an appreciation for cultural diversity. In addition to these accomplishments, students graduating with a baccalaureate degree shall possess sufficient depth in the major to contribute to preparation for career positions within the region and beyond. The depth will be provided with a minimum of twenty-four (24) semester lower-division-major units and a minimum of thirty-four (34) semester upper-division-major units. The college catalog will clearly differentiate upper-division and lower-division course work. Upper-division courses will be open only to those students enrolled in the baccalaureate degree program.

- A. Upper-division courses require lower-division knowledge and apply that knowledge as demonstrated measures of critical thinking through writing, oral communication, or computation.
- B. Upper-division courses will typically have prerequisites that have been established using content review of the entry skills necessary to be successful as outlined in the California Code of Regulations.
- C. Upper-division courses may encompass research elements, workforce training, apprenticeships, internships, practicum, or capstone projects.

General Education

General education at MiraCosta College introduces the content and methodology of major areas of knowledge. Its purpose is to encourage students to select a broad spectrum of classes. The MiraCosta College general education program for the baccalaureate degree is comprised of thirty-seven (37) to forty-one (41) units of lower-division general education courses and nine (9) units of upper-division general education courses. Students completing this program are able to demonstrate the following:

- A. A broad understanding of mathematics, science, social science, humanities, and the arts.
- B. Effective communication in oral and written form.

- C. A multicultural global perspective.
- D. Critical-thinking skills that apply analytical and creative approaches to problem solving.
- E. The ability to adapt to new environments and technologies.
- F. Social awareness and responsibility as a participating member of society.

Lower-Division General Education

Students may satisfy the lower-division general education requirement for the baccalaureate degree at MiraCosta College by completing the California State University (CSU) breadth (CSU-GE) pattern or the University of California (UC) intersegmental general education transfer curriculum (IGETC) pattern. MiraCosta College courses approved for the CSU-GE and IGETC patterns meet the standards set forth in Board Policy 4025-B and meet the following universal criteria: rigor, scope, autonomy, breadth, critical thinking, communication, and rationality.

Consistent with Board policy 4025, the CSU-GE and IGETC lower-division general education requirements are designed to provide the knowledge, skills, experiences, and perspectives that will enable students to expand their capacities to take part in a wide range of human interests and activities; to confront personal, cultural, moral, and social problems that are an inevitable part of human life; and to cultivate both the requisite skills and enthusiasm for lifelong learning.

Lower-division general education courses for the baccalaureate degree will fulfill the following criteria related specifically to the designated CSU-GE or IGETC Area:

- A. CSU-GE Area A and IGETC Area 1: Communication in the English Language and Critical Thinking

Courses emphasize development of students' communication and reasoning skills. These areas require coursework in communication in the English language, to include both oral and written communication. Critical-thinking courses will develop the students' abilities to analyze, criticize, and advocate ideas; to reason inductively and deductively; and to reach well-supported factual or judgmental conclusions.

- B. CSU-GE Area B1-3, Scientific Inquiry and IGETC Area 5, Physical and Biological Sciences

Courses will develop the student's knowledge of scientific theories, concepts, and data about both living and nonliving systems. Students will achieve an understanding and appreciation of scientific principles and the scientific method, as well as the potential limits of scientific endeavors and the value systems associated with human inquiry.

C. CSU-GE Area B4 and IGETC Area 2: Mathematical Concepts and Quantitative Reasoning

Courses will be designed so that students' will not just practice computational skills, but will be able to explain and apply basic mathematical concepts and will be able to solve problems through quantitative reasoning.

D. CSU-GE Area C and IGETC Area 3: Arts and Humanities

Courses will cultivate and refine student's affective, cognitive, and physical faculties through studying great works of the human imagination. Courses will encourage students to analyze and appreciate works of philosophical, historical, literary, aesthetic, and cultural importance from Western and non-Western perspectives. Activities may include participation in aesthetic, creative experiences. Courses that primarily focus on skill development will be excluded.

E. CSU-GE Area D and IGETC Area 4: Social and Behavioral Sciences

Courses provide students with the understanding that human social, political, and economic institutions and behavior are inextricably interwoven. Courses will ensure that students' have the opportunity to develop understanding of the perspectives and methods of the social and behavioral sciences. Courses will help students gain an understanding and appreciation of the contributions and perspectives of men, women, and of ethnic and other minorities and a comparative perspective on both Western and non-Western societies.

F. CSU-GE Area E: Lifelong Learning and Self-Development (CSU Only)

Courses in this area are designed to equip students for lifelong understanding and development of themselves as integrated physiological, social, and psychological beings. Courses will draw on findings from the biological, behavioral, and social sciences to study humans from psychological, sociological, and physiological perspectives.

G. CSU-GE Area F: Ethnic Studies (CSU Only)

Courses shall have the following course prefixes: African American, Asian American, Latina/o American, or Native American Studies. Similar course prefixes (e.g., Pan-African Studies, American Indian Studies, Chicana/o Studies, Ethnic Studies) shall also meet this requirement. Courses that are approved to meet this requirement shall meet at least three of the five Ethnic Studies competencies. These competencies can be found on the CSU General Education Breadth Requirements website.

Placement of courses on CSU-GE and IGETC is governed by the California State University (CSU) and University of California (UC) and will be in accordance with CSU and UC transfer submission and acceptance policies.

Successful completion of the CSU-GE or IGETC general education patterns will be in accordance with CSU-GE or IGETC certification guidelines that include the following:

1. Each course completed in CSU-GE Area A and B4 must be completed with a "C-" or a "P" or

better.

2. Each course completed on IGETC must be completed with a “C” or a “P” or better.
3. Courses listed in two different areas may be used to satisfy a requirement in one area but not both areas.
4. All areas of the CSU-GE or IGETC pattern must be fully completed.
5. Students may request CSU-GE or IGETC certification, but certification is not necessary to fulfill the lower-division general education component of the baccalaureate degree.

Coursework from other U.S. regionally accredited institutions will be approved to meet CSU-GE (Plan B) or IGETC (Plan C) requirements according to the following CSU-GE and IGETC certification guidelines:






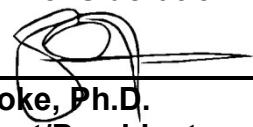
- A. A CSU-GE or IGETC-approved course in the same area at another California community college.
- B. A course comparable to an approved MiraCosta College course on CSU-GE (Plan B) or IGETC (Plan C) or a course on another California community college CSU-GE or IGETC pattern.
- C. A lower-division course that meets the CSU-GE or IGETC area criteria.
- D. An upper-division course that is determined comparable by faculty to a lower-division CSU-GE or IGETC-approved course.
- E. Completion of the CSU-GE or IGETC general education pattern will satisfy the MiraCosta College associate degree competency requirements.
- F. Prior completion of the CSU-GE or IGETC general education pattern for a bachelor’s degree at any CSU or UC.
- G. A single course may be used to complete both a general education requirement and a lower-division major requirement.

Upper-Division General Education

Upper-division general education courses will enhance the foundational knowledge gained by students through the completion of the lower-division general education program. The further development of writing, leadership, and/or computational skills will supplement the major specific skill set that biotechnology employers seek in their employees.

- A. Students will be provided with an upper-division general education curriculum designed to be:
 1. An integrative learning experience that make connections among the disciplines.
 2. Intentional, engaging, and meaningful.

3. Contextualized to the major and global workplace.
- B. Courses will be offered in at least two disciplines outside of the biomanufacturing major.
 - C. At least one course will have an emphasis in written or oral communication or on further development of computation skills and analysis.
 - D. Courses will be open only to those students enrolled in the baccalaureate degree program.
 - E. Comparable upper-division courses from other U.S. regionally accredited institutions may be used to satisfy upper-division general education requirements.

Subject: Board Policy 4050 – Articulation	Attachment: Board Policy 4050 – Articulation
Category: Board Policies – Periodic Review	Type of Board Consideration: Information Consent  Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported:  Goal 1  Goal 2  Goal 3  Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

A periodic review of Board Policy 4050 – Articulation has been completed and approved by College Council. The policy is now presented for adoption by the board of trustees.

Administrative Procedure 4050 is provided for your reference only.

RECOMMENDATION

Adopt Board Policy 4050 – Articulation.

The superintendent/president shall establish procedures that assure appropriate articulation of the district's educational programs with proximate high schools and baccalaureate institutions.

The procedures also may support articulation with institutions, including other community colleges and high schools and baccalaureate institutions that are not geographically proximate, but that are appropriate and advantageous for partnership with the district.

See Administrative Procedure 4050.

Adoption History:	2/2/10
Periodic Review:	11/18/15, 5/18/16, xx/xx/xx
References:	Title 5, §51022(b) Education Code §§66720-66744. Accrediting Commission for Community and Junior Colleges Accreditation Standard II.A.10
Reference Update:	11/14
Steering:	CPC / AS

Articulation is an ongoing process overseen by the articulation officer, a faculty position appointed by the Office of Instructional Services. This individual develops and maintains articulation with regional and statewide transfer institutions as well as with other community colleges. The articulation officer advises faculty and departments about changes in university majors, Associate Degrees for Transfer (ADTs), and admissions requirements that will impact curriculum at the college. They will advise the Courses and Programs Committee (CPC) about curriculum development and degree requirements related to Title 5 compliance, C-ID, and ADTs.

University Articulation

To facilitate the transfer of students to four-year colleges/universities, the articulation officer will initiate, develop, maintain, and disseminate written, faculty-approved documents called articulation agreements. Articulation agreements include transfer- course lists, general-education requirements, major preparation agreements, and course-by-course agreements. The intent of articulation is to provide transfer pathways that prepare students for upper-division study in a major in a unit-efficient manner.

Types of Articulation Agreements

- A. Transferable Course List Agreements: These agreements indicate which courses at MiraCosta College are accepted as baccalaureate level at the University of California (UC) and the California State University (CSU). At minimum, these courses are acceptable for transfer electives. All subsequent articulation agreements are based on the transferable-course lists.
- B. Major Preparation Agreements: These agreements specify which courses at MiraCosta College fulfill lower-division major requirements at a four-year institution (California public, private and out-of-state). Supplemental admission requirements for selected majors may be included as part of the articulation agreement.
- C. General Education/Breadth Agreements: These agreements indicate those courses that a student can complete at MiraCosta College to satisfy the general education/breadth requirements, CSU-GE (Plan B), and IGETC (Plan C) at the California State University, the University of California, and some private and out- of-state institutions.

MiraCosta Community College District

Effective Date: 2/2/10, 9/1/15, 6/17/21
 Periodic Review: 3/18/16
 References: Title 5 §51022(b)
 Title 50 §55051
 Accrediting Commission for Community and Junior Colleges
 Accreditation Standard II.A.10
 Education Code §§66720-66744
 Reference Update: 1/15, 4/20/17
 CCLC Update: #30, 4/17
 Steering: CPC / AS






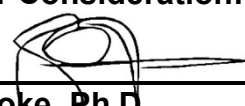
- D. Course-by-Course Agreements: These agreements specify which courses at MiraCosta College have been accepted as comparable or equivalent to courses offered at a four-year college or university.

The articulation officer also oversees compliance of curriculum-based transfer programs required by the California Community Colleges Chancellor's Office (CCCCO) and/or the CSU and UC systems, such as the course identification numbering system (C-ID) and the associate degrees for transfer (AD-T). The articulation officer will work with faculty to initiate, create, revise, and submit courses appropriate to these programs.

High School Articulation

The Board of Trustees authorizes and expects the staff to develop and implement articulation agreements with high schools served by MiraCosta College. Such agreements will provide for students to be granted college credit and/or accelerated placement in recognition of outcomes obtained in high school classes that are determined to be comparable to the competency objectives of MiraCosta College classes in the same subject area. The career and technical education transitions coordinator will facilitate the process of developing these types of articulation agreements. Courses to be included in the agreements will be determined by faculty members in academic or vocational departments. The vice president of instructional services is authorized to approve such agreements on behalf of the college, upon department recommendation. It is the responsibility of the career and technical education transitions coordinator to facilitate the review of high school curriculum so that career technical education faculty can make decisions regarding comparability of courses. High school students may earn college credit by passing their high school course and a college faculty-approved final exam with a grade of "B" or better.

An approved agreement will remain in effect until either party makes curriculum changes that would substantially change the existing agreement.

Subject: Board Policy 4100 – Graduation Requirements for Degrees and Certificates	Attachment: Board Policy 4100 – Graduation Requirements for Degrees and Certificates
Category: Board Policies – Periodic Review	Type of Board Consideration: Information Consent  Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported:  Goal 1  Goal 2  Goal 3  Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

A periodic review of Board Policy 4100 – Graduation Requirements for Degrees and Certificates has been completed and approved by College Council. The policy is now presented for adoption by the board of trustees.

Administrative Procedure 4100 is provided for your reference only.

RECOMMENDATION

Adopt Board Policy 4100 – Graduation Requirements for Degrees and Certificates.

The district grants the degrees of associate in arts and associate in science to those students who have completed 60 degree-applicable semester units with an overall 2.0 average and a specified major with a “C” grade or better in each course counted toward the major. Students must also complete the subject requirements for graduation, as well as general education, residency, and competency requirements set forth in Title 5 regulations.

Students may be awarded a certificate of achievement upon successful completion of a minimum of sixteen or more semester units of degree-applicable coursework. In some cases, state-approved certificates of achievement of eight or more semester units may be awarded to students. This coursework is designed as a “pattern of learning experiences” and develops certain capabilities oriented to career or general education.

The superintendent/president shall establish procedures to determine degree and certificate requirements that include appropriate involvement of the Courses and Programs Committee. The procedures shall assure that graduation requirements are published in the district’s catalog and are included in other resources that are convenient for students.

See Administrative Procedure 4100.

Adoption History: 1/19/10, 7/18/19
Periodic Review: 11/18/15, xx/xx/xx
References: Education Code §70902(b)(3)
Title 5, §§55060 et seq.
CCLC Update: #14, 2/08, #33, 10/18
Steering: CPC / AS

Requirements for Graduation: Associate Degrees

MiraCosta College shall offer the associate in arts and associate in science degrees. To obtain an associate degree, students must accomplish the following:

- A. Complete a minimum of 60 units of approved coursework, including a minimum of 18 units in a college-defined major.
 - 1. Courses from other U.S. regionally accredited colleges or universities will be evaluated for associate degree requirements based on C-ID number or course description, comparable or equivalent content, and appropriate prerequisites. Students may be required to provide a course outline and/or a syllabus to determine course comparability and a transcript to verify prerequisite completion.
 - 2. International courses will be evaluated for associate degree major requirements only when course descriptions are submitted in English, along with a transcript evaluated by an approved foreign transcript evaluation service. Course descriptions may also be required for prerequisite review. Only courses that were taught in the English language will be considered for the writing competency requirement.
- B. Complete a minimum of 12 units in residence.
- C. Complete the approved MiraCosta College general education pattern (Plan A) or the CSU-GE (Plan B) or IGETC (Plan C) transferable general education pattern. (See Administrative Procedure 4025).
- D. Satisfy competency in reading, written expression, and mathematics.
 - 1. Reading competency must be demonstrated by presenting proof of achieving one of the following:
 - a. A score of 3, 4, or 5 on a College Board Advanced Placement English Examination.
 - b. A score of 5 or better on the International Baccalaureate Higher Level English Test.

- c. Completion of one of the following with a minimum grade of "C" or "P":
READ 100, ENGL 100, ENGL 100H, ENGL 201, ENGL 201H,
ENGL 202, ENGL 202H, or equivalent.
2. Writing competency must be demonstrated by completing one of the following:
 - Present proof of achieving one of the following minimum test scores:
 - A score of 3, 4, or 5 on a College Board Advanced Placement English Examination.
 - A score of 5 or better on the International Baccalaureate English Language A1 Higher Level Examination.
 - Complete one of the following with a minimum grade of "C" or "P" at MiraCosta College or an equivalent course at another regionally accredited college or university: ENGL 100, ENGL 100H, ENGL 201, ENGL 201H, ENGL 202, ENGL 202H.
 3. Mathematics competency must be demonstrated by completing one of the following:
 - Pass a MiraCosta College mathematics course numbered 64 through 270 or equivalent with a minimum grade of "C" or "P."
 - Achieve a qualifying score on a California community college mathematics assessment exam that gives clear placement into a math course that requires intermediate algebra as a prerequisite or has a traceable prerequisite to intermediate algebra.
 - Pass a MiraCosta College course approved for Plan A, Area A2 with a "C or P" or better that has the prerequisite of elementary algebra.
 - Present proof of achieving one of the following minimum test scores:
 - A passing score on the College Board Mathematics Achievement Test (500 Level I; 600 Level II).
 - A score of 3, 4, or 5 on a College Board Advanced Placement Math Examination.
 - A minimum score of 50 on a College-Level Examination Program Subject Exam (College Algebra, Pre-calculus, or Calculus).
 - A score of 4 or better on an International Baccalaureate Mathematics Examination.

Mathematics competency can also be met through the use of multiple measures established by the college, whereby a student is placed into a mathematics course numbered MATH 102 or above or is determined to have previously completed coursework comparable to a MiraCosta course that is designated as meeting the mathematics competency requirement.

4. Competencies may be also met when students complete either the CSU-GE (Plan B) or the IGETC (Plan C) general education pattern or through submission of an official transcript verifying completion of a bachelor's degree from a U.S. regionally accredited institution.
 5. Upper-division courses in math or English with a stated prerequisite of intermediate algebra or college-level English, or a traceable prerequisite to intermediate algebra or college-level English, may be used to satisfy competency requirements for the associate degree.
- E. Maintain an overall 2.0 GPA with a grade of "C" or "P" or better in each course counted toward the major. Courses completed with a C- from U.S. regionally accredited colleges may be used to complete this requirement, except in programs such as Registered Nursing and Licensed Vocational Nursing, which are overseen by external accrediting agencies, that do not allow a C-.

Requirements for Graduation: Associate Degree for Transfer (ADT)

MiraCosta College shall offer an associate in arts for transfer and an associate in science for transfer degree. To obtain an ADT, students must:

- A. Complete a minimum of 60 CSU-transferable semester units. Courses from other U.S. regionally accredited colleges will be reviewed for placement on the associate degrees for transfer based on existing C-ID numbers and/or course comparability to the transfer model curriculum template developed by the California Community Colleges Chancellor's Office.
- B. Complete a minimum of 18 units in an approved ADT major.
- C. Complete all courses in the major with a "C" or "P" or better. Courses completed with a C- from U.S. regionally accredited colleges may be used to complete this requirement.
- D. Complete the CSU GE (Plan B) or IGETC (Plan C) general education pattern.
- E. Obtain a minimum CSU-transferable GPA of 2.0.
- F. Complete a minimum of 12 units in residence.

Multiple Degrees

Students who are in progress to complete or who have previously been awarded a MiraCosta College associate degree may be qualified for an additional associate degree(s) under the following circumstances:

- A. The additional degree(s) represents a new major.
- B. Each degree has at least 12 mutually exclusive major units.
- C. All degree requirements have been met, including residency, with at least 12 units completed in the new major at MiraCosta College.

Requirements for Graduation: College Certificates

Students may obtain certificates of achievement and certificates of proficiency through MiraCosta College.

A. Certificates of Achievement

Certificates of achievement are state-approved and thus are printed on a recipient student's transcript. To obtain a certificate of achievement students must:

1. Complete a state-approved program of study consisting of 16 or more semester units. (A sequence of courses consisting of 8 or more semester units may be approved by the Chancellor's Office as a program of study leading to a certificate of achievement if the program satisfies title 5 requirements.)
2. Obtain a "C" or "P" or better in each course counted toward the certificate with the exception that CSU-GE certificates will be awarded according to CSU policies. Courses completed with a C- from U.S. regionally accredited colleges may be used to complete this requirement, except in programs such as Registered Nursing and Licensed Vocational Nursing, which are overseen by external accrediting agencies, that do not allow a C-.

B. Certificates of Proficiency

Certificates of proficiency are approved locally and are not printed on student transcripts. To obtain a certificate of proficiency students must:

1. Complete a district-approved program of study consisting of fewer than 16 semester units.
2. Obtain a "C" or "P" or better in each course counted toward the certificate. Courses completed with a C- from U.S. regionally accredited colleges may be used to complete this requirement, except in programs such as Registered Nursing and Licensed Vocational Nursing, which are overseen by external accrediting agencies, that do not allow a C-.
3. Complete at least six units, or the maximum number of units required for the certificate, whichever is less, in residence at MiraCosta College.

Subject: Board Policy 4100B – Graduation Requirements for Degrees and Certificates-Baccalaureate in Science Degree	Attachment: Board Policy 4100B – Graduation Requirements for Degrees and Certificates-Baccalaureate in Science Degree				
Category: Board Policies – Periodic Review	Type of Board Consideration: <table style="width:100%; border:none;"> <tr> <td style="text-align:center;">Information</td> <td style="text-align:center;">Consent</td> <td style="text-align:center;">Action </td> </tr> </table>	Information	Consent	Action	
Information	Consent	Action			
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <table style="width:100%; border:none;"> <tr> <td style="text-align:center;"> Goal 1</td> <td style="text-align:center;"> Goal 2</td> <td style="text-align:center;"> Goal 3</td> <td style="text-align:center;"> Goal 4</td> </tr> </table>	Goal 1	Goal 2	Goal 3	Goal 4
Goal 1	Goal 2	Goal 3	Goal 4		
	Approved for Consideration: <div style="text-align:center;"> <hr style="width:80%; margin:auto;"/> Sunita V. Cooke, Ph.D. Superintendent/President </div>				

BACKGROUND

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

STATUS

A periodic review of Board Policy 4100B – Graduation Requirements for Degrees and Certificates-Baccalaureate in Science Degree has been completed and approved by College Council. The policy is now presented for adoption by the board of trustees.

Administrative Procedure 4100B is provided for your reference only.

RECOMMENDATION

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

The district grants the Bachelor of Science in Biomanufacturing to those students who have completed 120 degree-applicable semester units and meet the following grade-point requirements:

- A. No grade less than a “C” or “P” in all required lower-division coursework in the major.
- B. An overall 2.0 GPA:
 - 1. In all upper-division coursework.
 - 2. In all degree-applicable coursework completed at MiraCosta College.
 - 3. In all degree-applicable coursework completed at any *college or university*.

Students must also complete general education, residency, and competency requirements set forth in Title 5 regulations.

Courses from other U.S. regionally accredited colleges or universities will be evaluated for satisfying baccalaureate degree requirements based on course description, comparable or equivalent content, and appropriate prerequisites. Students may be required to provide a course outline and/or a syllabus to determine course comparability and a transcript to verify prerequisite completion.

International courses will be evaluated for satisfying baccalaureate degree requirements only when course descriptions are submitted in English, along with a transcript evaluated by an approved foreign transcript evaluation service. Course descriptions may also be required for prerequisite review.

The superintendent/president shall establish procedures to determine degree and requirements that include appropriate involvement of the Courses and Programs Committee. The procedures shall assure that graduation requirements are published in the district’s catalog and are included in other resources that are convenient for students.

See Administrative Procedure 4100B.






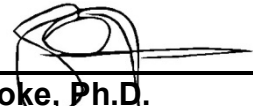
Requirements for Graduation

MiraCosta College shall offer the baccalaureate in science degree. To obtain a baccalaureate degree, students must:

- A. Complete a combination of lower-division and upper-division coursework totaling a minimum of 120 semester or 180 quarter units to include the following:
 - 1. A minimum of twenty-four (24) units of lower-division-major courses
 - a. Lower-division courses acceptable toward the baccalaureate degree are designated as CSU or UC transferable or determined to be at the baccalaureate level.
 - b. Lower-division courses from other U.S. regionally accredited institutions will be evaluated by faculty to determine baccalaureate credit based on course description, comparable content, appropriate prerequisites, or C-ID number.
 - c. All lower-division requirements must be met before the baccalaureate degree is granted.
 - d. International courses will be evaluated for baccalaureate major requirements only when course descriptions are submitted in English, along with a transcript evaluated by an approved foreign transcript service.
 - 2. Thirty-four (34) units of upper-division-major courses
 - a. MiraCosta College courses designated as upper-division are applicable only to the baccalaureate degree and may not be used to satisfy associate degree requirements.
 - b. Upper-division courses from other U.S. regionally accredited institutions will be evaluated for appropriate major, general education, or elective baccalaureate degree credit.
 - c. When a previously completed lower-division course from another U.S. regionally accredited institution is determined by faculty to be equivalent to an upper-division baccalaureate requirement, the

student will be granted “subject” credit for that requirement, but will still be required to complete an additional upper-division course to meet the total upper-division unit requirement.

3. Completion of the California State University (CSU) GE Breadth (Plan B) or the University of California (UC) intersegmental general education transfer curriculum IGETC (Plan C) lower-division general education patterns (37-41 units)
 - a. Previously completed lower-division general education courses will be evaluated according to the CSU-GE or IGETC certification guidelines.
 - b. Students enrolled in the baccalaureate program who have not completed the CSU-GE or IGETC pattern must complete any remaining CSU-GE or IGETC Areas.
 4. Nine (9) units of upper-division general education courses
- B. Satisfy competency in reading, writing, and mathematics through the completion of the CSU-GE or IGETC general education patterns.
 - C. Complete a minimum of twelve (12) units in residence.
 - D. Maintain an overall 2.0 grade-point average (GPA); courses completed with a “P” may be used toward meeting baccalaureate degree requirements. Courses completed with a C- from U.S. regionally accredited colleges may be used to complete this requirement.

Subject: Board Policy 4260 – Prerequisites and Corequisites	Attachment: Board Policy 4260 – Prerequisites and Corequisites
Category: Board Policies – Periodic Review	Type of Board Consideration: Information Consent  Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported:  Goal 1  Goal 2  Goal 3  Goal 4
	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

A periodic review of Board Policy 4260 – Prerequisites and Corequisites has been completed and approved by College Council. The policy is now presented for adoption by the board of trustees.

Administrative Procedure 4260 is provided for your reference only.

RECOMMENDATION

Adopt Board Policy 4260 – Prerequisites and Corequisites.

The superintendent/president is authorized to establish prerequisites, corequisites, and advisories on recommended preparation for courses in the curriculum. All such prerequisites, corequisites, and advisories shall be established in accordance with the standards set out in Title 5. Any prerequisites, corequisites, or advisories shall be necessary and appropriate for achieving the purpose for which they are established. The procedures shall include a way in which a prerequisite or corequisite may be challenged by a student on grounds permitted by law. Prerequisites, corequisites, and advisories shall be identified in district publications available to students.

See Administrative Procedure 4260.

Adoption History:	4/20/10
Periodic Review:	11/18/15, xx/xx/xx
References:	Title 5, §§55000, 55003
CCLC Update:	#14, 2/08
Steering:	CPC / AS

The faculty in the discipline or, if the college has no faculty member in the discipline, the faculty in the department are responsible for approving courses and establishing their associated prerequisites/corequisites as separate actions. The approval of a prerequisite or corequisite must be based on the determination that it is an appropriate and rational measure of a student's readiness to enter a course or program.

Determinations about prerequisites and corequisites shall be made only on a course-by-course or program-by-program basis, including those establishing communication and computational skill requirements (per Title 5 section 55003(a) and (j), respectively).

By August 1 of each year, MiraCosta College will report to the California Community Colleges Chancellor's Office the prerequisites and corequisites that were established during the prior academic year. The report will specify the level of scrutiny used to determine whether the prerequisite or corequisite was necessary and appropriate for achieving the purpose for which it was established (per Title 5 section 55003(i)).

Courses for which prerequisites or corequisites are established will be taught by a qualified instructor and in accordance with the course outline, particularly those aspects of the course outline that are the basis for justifying the establishment of the prerequisite or corequisite (per Title 5 section 55003(b)(2) and (3)).

The college shall identify prerequisites, corequisites, and advisories on recommended preparation in the college catalog, each semester's schedule of courses, and the course outline of any course for which they are established (per Title 5 section 55003(h)).

Courses completed with a C- from U.S. regionally accredited colleges may be used to satisfy a grade of C prerequisite requirement.

Establishing Prerequisites and Corequisites

In order to establish a prerequisite or corequisite, the prerequisite or corequisite must be determined to be necessary and appropriate for achieving the purpose for which it is being established (per Title 5 section 55003(b)(1)). Necessary and appropriate shall be understood to mean reasonably needed to achieve the purpose that it purports to serve; absolute necessity is not required (per Title 5 section 55000(h)).

MiraCosta Community College District

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Effective Date: 4/20/10, 12/6/11, 5/14/12, 8/13/13, 9/1/15, 6/10/16, 10/4/18, 6/17/21

References: Title 5 §§55000, 55002, 55003

CCLC Update: #22, 6/13

Steering: CPC / AS

Prerequisites and corequisites may be established only for any of the following purposes (per Title 5 section 55003(d)):

- A. The prerequisite or corequisite is expressly required or expressly authorized by statute or regulation.
- B. The prerequisite will assure that a student has the skills, concepts, and/or information that is presupposed in terms of the course or program for which it is being established, such that a student who has not met the prerequisite is highly unlikely to receive a satisfactory grade in the course (or at least one course within the program) for which the prerequisite is being established.
- C. The corequisite course will assure that a student acquires the necessary skills, concepts, and/or information, such that a student who has not enrolled in the corequisite is highly unlikely to receive a satisfactory grade in the course or program for which the corequisite is being established.
- D. The prerequisite or corequisite is necessary to protect the health or safety of a student or the health and safety of others.

Levels of Scrutiny

The levels of scrutiny required for establishing prerequisites, corequisites, and advisories on recommended preparation are content review or content review with statistical validation (per Title 5 section 55003(a)).

- A. Content review is a rigorous, systematic process conducted by discipline faculty that identifies the necessary and appropriate body of knowledge or skills students need either to possess prior to enrolling in a course or to acquire through simultaneous enrollment in a corequisite course (per Title 5 section 55000(c)). At a minimum, content review shall include the following (per ASCCC):
 - 1. Careful review of the course outline of record (COR) for the target course
 - 2. Review of syllabi, sample exams, assignments, instructional materials, and grading criteria for the relevant courses, when available.
 - 3. Using the CORs of both the target and proposed prerequisite course, identification of required skills/knowledge students must have prior to enrolling in the target course and matching those skills/knowledge to the proposed prerequisite course
 - 4. Documentation that verifies the above steps were taken
- B. Statistical validation is a compilation of data according to sound research practices that shows a student is highly unlikely to succeed in the course unless the student has met the proposed prerequisite or corequisite (per Title 5 section 55003(f)). When this level of scrutiny is used, the college shall follow the guidelines specified in Title 5 section 55003(g).

Exemptions from Scrutiny

A prerequisite or corequisite shall be exempt from scrutiny if it satisfies any of the following criteria (per Title 5 section 55003(e)):

- A. It is required by statute or regulation.
- B. It is part of a closely related lecture-laboratory course pairing within a discipline.
- C. It is required by four-year institutions.
- D. Baccalaureate institutions will not grant credit for a course unless it has the particular communication or computation skill prerequisite.

Curriculum Review Process

The Courses and Programs Committee (CPC) is responsible for the curriculum review process, and its membership is determined in a manner that is mutually agreeable to the college administration and the academic senate [per Title 5 section 55002(a)(1)].

CPC reviews and approves the establishment of prerequisites, corequisites, and advisories on recommended preparation only upon the recommendation of the academic senate except that the academic senate may delegate this task to CPC without forfeiting its rights or responsibilities under Title 5 sections 5320–53204.

When content review is used to establish prerequisites or corequisites in reading, written expression, or mathematics for degree-applicable courses not in a sequence, CPC will do all of the following:

- A. Provide training to CPC members on the establishment of corequisites/prerequisites.
- B. Inform faculty about the regulations regarding the establishment of corequisites/prerequisites using content review.
- C. Direct faculty to the Office of Research, Planning, and Institutional Effectiveness to do the following: (a) identify courses that may increase the likelihood of student success with the establishment of a prerequisite or corequisite; (b) prioritize which courses should be considered for the establishment of new corequisites or prerequisites; (c) monitor if any disproportionate impact may occur based on the establishment of a prerequisite or corequisite.
- D. Assure through communication with the Office of Instruction that prerequisite courses, corequisite courses, and courses that do not require prerequisites or corequisites, whether basic skills or degree-applicable courses, are reasonably available.

Standards for Approval of Prerequisites and Corequisites.

CPC will review the course outline to determine if a student would be highly unlikely to receive a satisfactory grade unless the student has knowledge or skills not taught in the course. CPC will also review the course outline to determine if success in the course is dependent upon communication or computation skills, in which case the course shall require as prerequisites or corequisites eligibility for enrollment in associate degree credit courses in English and/or

mathematics, respectively (per Title 5 section 55002(a)(2)(D) and (E)). If a course requires precollegiate skills in reading, written expression, or mathematics, MiraCosta College will do the following (per Title 5 section 55003(l)):

- A. Ensure these courses and sections are offered with reasonable frequency
- B. Monitor progress on student equity in accordance with Title 5 section 54220 as follows:
 - 1. The college will conduct an evaluation to determine if the prerequisite has a disproportionate impact on student success.
 - 2. Where there is disproportionate impact on any group of students, the college will, in consultation with the Chancellor, develop and implement a plan setting forth the steps the district will take to correct the disproportionate impact.

Periodic Review of Prerequisites and Corequisites.

Using an appropriate level of scrutiny, MiraCosta College will review all established career education course and program prerequisites, corequisites, and advisories every two years to ensure they remain necessary and appropriate; all other established course and program prerequisites, corequisites, and advisories will be reviewed every six years (per Title 5 section 55003(b)(4)).

Challenging Corequisites and Prerequisites

Whenever a corequisite course is established, sufficient sections shall be offered to reasonably accommodate all students who are required to take the corequisite. A corequisite shall be waived when space in the corequisite course is not available (per Title 5 section 55003(m)).

A student may challenge any prerequisite or corequisite by submitting a challenge form at the time of registration to the Admissions and Records Office. The student will be enrolled in the requested class if space is available. The department whose course prerequisite is being challenged will review the challenge, and the student will be notified of the department's decision within five working days per AP 5052. If the challenge is denied, the student will be dropped from the class and refunded all applicable fees (per Title 5 section 55003(o)).

Grounds for challenge are as follows (per Title 5 section 55003(p)):

- A. The prerequisite or corequisite has not been established in accordance with the district's process for establishing prerequisites and corequisites
- B. The prerequisite or corequisite is in violation of Title 5 section 55003
- C. The prerequisite or corequisite is either unlawfully discriminatory or is being applied in an unlawfully discriminatory manner*
- D. The student has the knowledge or ability to succeed in the course or program despite not meeting the prerequisite or corequisite
- E. The student will be subject to undue delay in attaining the goal of their educational plan because the prerequisite or corequisite course has not been made reasonably available.

*In the case of a challenge that the prerequisite or corequisite is either unlawfully discriminatory or is being applied in an unlawfully discriminatory manner (see C above), the district shall promptly advise the student that they may file a formal complaint of unlawful discrimination pursuant to Title 5, subchapter 5 (commencing with section 59300) of chapter 10 of the division. If the student elects to proceed with the challenge, completion of the challenge procedure shall be deemed to constitute an informal complaint pursuant to Title 5 section 59327.

Subject: Board Policy 4400 – Fee-Based Community Education Programs	Attachment: Board Policy 4400 – Fee-Based Community Education Programs				
Category: Board Policies – Periodic Review	Type of Board Consideration: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Information</td> <td style="text-align: center;">Consent</td> <td style="text-align: center;">Action </td> </tr> </table>	Information	Consent	Action	
Information	Consent	Action			
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"> Goal 1</td> <td style="text-align: center;"> Goal 2</td> <td style="text-align: center;"> Goal 3</td> <td style="text-align: center;"> Goal 4</td> </tr> </table>	Goal 1	Goal 2	Goal 3	Goal 4
Goal 1	Goal 2	Goal 3	Goal 4		
	Approved for Consideration: <div style="text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> Sunita V. Cooke, Ph.D. Superintendent/President </div>				

BACKGROUND

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

STATUS

A periodic review of Board Policy 4400 – Fee-Based Community Education Programs has been completed and approved by College Council. The policy is now presented for adoption by the board of trustees.

Administrative Procedure 4400 is provided for your reference only.

RECOMMENDATION

Adopt Board Policy 4400 – Fee-Based Community Education Programs.

The district shall maintain a Community Education program designed to contribute to the physical, mental, moral, economic, workforce, or civic development of the individuals or groups enrolled in it.

Community Education offerings shall be open for admission of adults and minors who can benefit from the programs.

Community Education and contract training shall be self-supporting. Students involved in Community Education offerings shall be charged a fee not to exceed the cost of maintaining the classes, workshops, excursions, or other activities. Courses may also be offered for remuneration by contract or with contributions or donations of individuals or groups, or through grant funded awards.






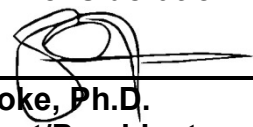
See Administrative Procedure 4400.

Adoption History: 6/15/10
Periodic Review: 8/17/16, 10/15/20, xx/xx/xx
References: Education Code §78300
CCLC Update: #13, 8/07
Steering: AAC / AS

Offerings are established and maintained to meet the changing needs of the community and complement the credit and noncredit offerings of the college. Classes, workshops, excursions, et cetera are designed for both minors and adults.

Community Education instructors are not placed on the faculty salary schedule but are paid based on labor-market research, following a formula that allows for some negotiation. Their Community Education assignments do not count toward credit or noncredit loads. Contract Education instructors are paid in the same manner, unless the offerings are delivered as either credit or noncredit; in that case, the instructors are paid based on the appropriate salary schedule and the assignment is calculated as part of their load.

General-purpose revenues received from the state are not used to subsidize Community Education or Contract Education programs. Enrollment fees for individuals and contract-training fees are based on labor-market research and actual costs for providing each activity or training. Every effort is made to recover the actual costs of providing the programs, including administrative costs, through public or private contracts, contributions, donations, or user fees. The college recognizes the value-added contributions of Community Education and Contract Education to the overall marketing and public relations of the college.

Subject: Board Policy 7800 – Employee Residency	Attachment: Board Policy 7800 – Employee Residency
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

Board Policy 7800 – Employee Residency is a new policy and has been reviewed and approved by College Council. The policy is now presented for adoption by the board of trustees.

There is not an Administrative Procedure 7800.

RECOMMENDATION

Adopt Board Policy 7800 – Employee Residency.

Purpose

This policy is intended to promote efficiency and continuity throughout all campus administrative functions; provide students with high quality assistance and accessibility to all academic and campus services; ensure that students receive an engaging education and respond to emerging needs of students.

MiraCosta College is a local community college funded by the local taxpayers within north coastal San Diego County. The interests of the community and the college are best met when employees are present and visible in the communities they serve. Employees residing out-of-state create operational impacts, including limitations on the employee’s ability to timely report for on-site work, attend in-person departmental and other meetings, trainings, governance or committee assignments, advise student clubs or attend college events, manage performance, productivity, efficiency, collaboration, and/or ensure adequate operational coverage. The residency requirement ensures that students can be served in a modality that best suits their ever-changing needs and is essential for ensuring adequate technology resources, connectivity, virus protection, and assistance can be provided to employees.

Out-of-state residency creates tax and other potential liabilities to the district, including, but not limited to, business license requirements, compliance with various labor and employment laws, unemployment insurance provisions, worker’s compensation, and state mandated training requirements. Pursuant to the California Emergency Services Act, any person employed by a county, city, state agency, or public district in California is a public employee and Disaster Service Worker. In the event of an emergency, a Disaster Service Worker may be called into work and required to report for duty on short notice. Employees performing work out-of-state cannot fulfill the Disaster Service Worker requirements of state law.

Definitions

The term “employees” refers to all District personnel including but not limited to faculty members, classified professionals, administrators, and other full or part-time staff.

An employee’s residence is defined as the primary place the employee certifies is their intended one, true, permanent home or domicile to which the employee intends to return following any absence. The residence determination is made using a variety of factors including where the employee maintains living quarters, place of filing tax returns, property ownership, driver’s license and vehicle registration. The establishment of a P.O. Box does not satisfy residency requirements for purposes of employment.

Adoption Date:	xx/xx/xx
Reference Update:	--
References:	--
CCLC Update:	--
Steering:	VPHR

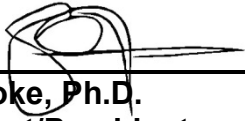
Employee Residency

All District employees must maintain and permanently reside in a principal place of residence in the State of California that is within two-hundred (200) road miles from the employee's regularly designated District worksite. The two-hundred mile limit extends in all directions via direct streets or freeways from the employee's District worksite within the State of California.

The District may consider an individual request to temporarily reside outside of the State of California or the two-hundred mile limit on a case-by case basis upon approval of the Vice President of Human Resources upon recommendation from the appropriate vice president. Any exception to this policy shall not exceed twelve consecutive months. The District's decision on any such request will be at the District's sole discretion, and is not subject to any appeal procedure, administrative or otherwise.

Associate (part-time) faculty and Community Education short-term employees who have a fully online assignment with the District must reside within the State of California, but may live beyond two-hundred (200) road miles from their designated District worksite without requiring an exception under this policy.

The effective date of this policy shall be July 1, 2023. Any employee who is in violation of this policy may be subject to discipline, up to and including termination from District employment.

Subject: Board Policy 5505 – Academic Integrity	Attachment: Board Policy 5505 – Academic Integrity
Category: Board Policies – First Read	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

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

Administrative Procedure 5505 is provided for your reference only.

RECOMMENDATION

For information only.

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

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

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

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

MiraCosta Community College District

Page 1 of 2

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

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

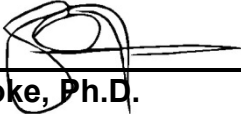
- (1) Faculty-initiated remedies for violations of academic integrity may include a verbal warning, a lowered assignment grade, and/or submission of an academic integrity report to the Office of Student Affairs. Instructors may consult with the dean of Student Affairs or their designee to review appropriate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

See Administrative Procedure 5500: Standards of Student Conduct and Administrative Procedure 5520: Student Conduct Procedures for additional information.

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

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

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

Subject: 2023/24 Board Goals	Attachment: None
Category: Information	Type of Board Consideration: <input checked="" type="checkbox"/> Information <input type="checkbox"/> Consent <input type="checkbox"/> Action
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Board Policy 2745 establishes that the Board of Trustees will undergo an annual self-evaluation.

STATUS

As part of its annual evaluation process during the May 11, 2023, board workshop, the board discussed goals for 2023/24, as listed below:

Student Success/Guided Pathways/Equity

Regularly monitor progress of Student Success in context of diversity, equity, and inclusion. Maximize the first-year success rate of students by a) reviewing disaggregated Guided Pathways metrics twice per year, and b) providing the resources needed to improve first-year success.

Futures Planning and Enhanced Culture



Build long-term planning capacity using a Futures lens. Identify Futures signals that will anticipate student and community needs while supporting an inclusive and collegial environment that values a culture of professional learning.

Engage the Community

Enhance the district’s ability to proactively offer innovative programs and services that increase college participation and completion while supporting the future of working and learning through needs analysis, enhanced communication, community outreach, and flexible physical facilities.

RECOMMENDATION

For information only.

Subject: Independent Citizens' Bond Oversight Committee Annual Report	Attachment: 2022 Independent Citizens' Bond Oversight Committee Annual Report
Category: Information Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ Information Consent Action </div>
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <div style="display: flex; justify-content: space-around; align-items: center;"> Goal 1 Goal 2 Goal 3 ✓ Goal 4 </div>
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND







The Independent Citizens' Bond Oversight Committee (ICBOC) was established on March 9, 2017, to carry out specific duties in relation to the district's Measure MM general obligation bond that was passed on November 8, 2016. As part of the committee's duties, an annual report must be prepared to present to the board in public session that shall include the following: a) a statement indicating whether the district is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and b) a summary of the committee's proceedings and activities for the preceding year.

STATUS

The committee has prepared its fourth annual report covering the reporting period of January 1, 2022, through December 31, 2022, which includes the committee's proceedings and activities for the year. The ICBOC found the district was in full compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution.

RECOMMENDATION

For information only.

Subject: Instructional Services Division Report	Attachment: None
Category: College-Related Reports	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:  _____ Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

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

School of Arts, International Languages, and Ethnic Studies (Jonathan Fohrman)

In recent months, the recently approved introductory course in Ethnic Studies (ETHN 100) was approved for placement in Area 7 of the CSU General Education Pattern. This is the first Ethnic Studies course that is not cross-listed with Sociology. This new option is a welcome addition to the Course Catalog and already in high-demand, according to fall enrollments thus far. The curriculum will be further expanding, and the department plans to send several new course proposals forward during this next approval cycle. It will be helpful to have these in response to the new CSU and Cal-GETC Ethnic Studies requirement.

Professor Olivia Quintanilla’s ETHN 207 Race and Ethnic Relations class was invited by UC San Diego’s Dr. Yen Espiritu to participate in a unique collaboration between Ethnic Studies departments at UCSD, Southwestern College, the University of San Diego, high school Ethnic Studies teachers, and SDSU teacher education students. As part of this inter-institutional collaboration, three undergraduate students and two Ethnic Studies doctoral students from UCSD collaborated with MiraCosta students during a six-week period. It is exciting to establish such collaborative relationships, and is a small indicator of how busy Professor Quintanilla has been in her first-year as she establishes our new department.

The arts programs finished the year strong, with a plethora of engaging events that showcased student outcomes and accomplishments in art, dance, music, and theatre. It was exciting to have MiraCosta College Music students and ensembles receive national awards once again in DownBeat Magazine’s annual competition. These included the Outstanding Performance awards for Danny Gonzalez (tenor saxophone) and for The MiraCosta Jazz Collective, as well as the selection of the MiraCosta Oceanside Jazz Orchestra as the community college winner in the Large Jazz Ensemble competition. This excellence was on full display in the Oceanside Jazz Festival concert with legendary artist Ernie Watts. Compliments and kudos to Professor Steve Torok for the outstanding outcomes and opportunities he has nurtured for these

students. Although one cannot and should not always expect national awards, they are a nice external testament to program quality. These were equally on display in the other performances by the MiraCosta Symphony Orchestra (directed by Branden Muresan), The Frequency Vocal Jazz and the Poprox Ensembles (both directed by Matt Falker), the Dance Concert (directed by Dave Massey), the theatre productions (directed by Tracy Williams and by Shaun Heard), and in the annual student art exhibit. Also of note was the Museum Studies Curatorial Collective Exhibition, which was facilitated by Professor Leah Cluff, and was funded by the Julie and Dave Hatoff Tapestries Grant.

In the Creative and Applied Arts Academic and Career Pathway, we had an assortment of recent events worth noting. These included a series of Arts Club Mixers, where students across the arts got to mix, mingle, and build community over food and refreshment. There was a wonderful end-of-year sale of student art, which was organized by the Art Club (advised by Prof. Xuchi Eggleton), and which had further support from the ACP peer mentors, Jackie Robledo and AJ Underwood, as well as Counselor Magdalena Zepeda. Instructional Faculty Liaison, Professor Phillip Boland, also played a central role in organizing a special screening of a documentary film by Ukrainian Refugee Film Artist Polina Herman, who discussed and presented her film “How We Looked for Love During the War” in the “Little Theatre” on May 10. This provided a highly impactful opportunity for students to not only learn about filmmaking, but about world events in a very immediate way. Later that same week, thanks to collaboration between Professor Boland and Professor Lauren Greenwald, all arts students had an opportunity to get free professional headshots. These events went really well and the team is looking forward to continuing and growing such programming next year.

Mathematics and Sciences (Mike Fino, Suzie Bailey, Barbara Juncosa, Kristine Arquero, Leila Safaralian, Erika Peters, Sean Davis, Lynne Miller, Lisa Fast)

Biotechnology

The bachelor’s degree program graduated its fifth cohort in May and has accepted its seventh cohort to start in fall 2024. The keynote speaker was one of our vocal advocates and alumna, Kellee Ramirez, and this fall the college will have welcomed its first biotechnology course taught by one of our own bachelor’s degree graduates, Julia Rossman. Alumni engagement is vibrant and is another great outcome of this program.

STEMLC

It was a successful spring 2023 for the STEM Learning Centers (STEMLC). The term ended with 11,820 total student contacts and 1020 unique students served. As another strong indicator of ongoing success, about one of every six students to visit the center did so an average of one visit per week or more - there were groups of students who would come to the STEMLC almost every day!

Coming soon for our center are outreach activities to link our support services more directly to other areas of campus: student groups, athletics, ASE programs, and more. It's an exciting time for the STEMLC with summer on the horizon.

Writing Center

The Writing Center completed its first full semester in the temporary space in the Administration Building, which has remained a welcoming and productive environment for students. In spring 2023, the Writing Center recorded 3,909 student contacts in all locations and online, which is an increase of about 1,100 students compared to spring 2022. This academic year, the Writing Center fulfilled a record number of requests for embedded

consultants; 36 requests in fall 2022 and 26 requests in spring 2023. Also, in 2022/23, over 2,000 unique students visited the Writing Center, which is a return to pre-pandemic usage.

Eleven Writing Center staff members attended the SoCal Writing Center Association tutor conference in March, where two groups of consultants presented workshops on “Mentoring Students through Uncertainty in the Writing Space” and “Supporting Resilient Writers Through Mindful Crafting in the Writing Center.” The annual Haiku contest had 130 submissions from students, faculty, and staff, and 40 people attended the Open Mic night in May.

The Writing Center finalized goals and action steps to support its [anti-racism mission statement](#). One of the first steps was revising the hiring process for writing consultants to be more accessible and equitable. Faculty Coordinator Jim Sullivan led the personalized outreach to students and faculty, specifically recruiting students of color and ASE program members. As a result, the number of applicants doubled compared to previous years, and over half of the applicants represent disproportionately impacted student groups or ASE programs. The Writing Center also conducted its first outcome survey in four years, with hopes to yield more data about student experiences in the center that can be used to improve outreach and services to students.

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

In May, over 400 faculty, staff, administrators, family and friends gathered at the Community Learning Center (CLC) to celebrate the achievements of 39 students during the Adult High School commencement and 35 students during the National Adult Education Honors Society event.

Noncredit/continuing education enrollments for summer and fall 2023 terms continue to climb. At the same point of the registration cycle last year, noncredit/continuing education has experienced a 21 percent increase for summer enrollments and a 45 percent increase for fall enrollments.

In collaboration with the California Department of Rehabilitation, the noncredit/continuing education program hosted a job fair at the CLC with more than 25 local employers in attendance and roughly 200 students and community members seeking employment opportunities.

The Technology Career Institute (TCI) is nearing the completion of the building remodel that will transform underutilized office space and a hallway into lab/classroom areas. The remodel is on schedule to be completed by the end of June 2023, and equipment installations should be complete by mid-July 2023.

With support from funding through legislation sponsored by Assemblywoman Tasha Boehner-Horvath, student internships have contributed to a substantive growth in relationships with local industries, including Scripps Health. The TCI now has over 400 active partnerships with organizations and companies in north San Diego County.

The City of Oceanside provided \$120,000 in funding to the TCI for the Hire Local campaign. The program provided free tuition to Oceanside residents for nine of the TCI’s signature work skills programs with the aim of providing career pathways to their community so residents can stay in Oceanside and work locally.

The College for Kids program currently has 773 enrollments to be offered in-person since the summer 2020, when the pandemic began. Sessions begin on June 26 at the San Elijo Campus and end on July 28 at the Oceanside Campus.

Career Education (Al Taccone, Benjamin Gamboa, Donna Davis, Cheryl Brown, Traci Cole)

Small Business Development Center

On May 9, 2023, the North San Diego Small Business Development Center in collaboration with the Small Business Administration hosted the Annual SBA Awards Luncheon. The 2023 Annual SBA Awards Luncheon attracted its' largest attendance of over 250 attendees. The North San Diego SBDC had six awardees including the Financial Services Champion of the Year, Anthony Vigil Small Business Advocacy Award, Women in Business Champion, Veteran-Owned Small Business of the Year, Women-Owned Small Business of the Year, and Small Businessperson(s) of the Year.

For the first time, the North San Diego SBDC with support from the San Diego and Imperial Valley SBDC Network created a website to host and document the SBA Awards this year and for the years to come: <https://sdivsbdc.org/sba-award-winners-2023/#>

A summary of 2023 year-to-date accomplishments includes:

- Provided counseling to 820 small businesses: 1,023 hours of counseling.
- Supported 1,796 jobs.
- \$54,499,168.63 in government contracts awarded.

Veterans Business Outreach Center

During the 2022 calendar year, the VBOC introduced entrepreneurship to transitioning military, veterans, and their families, and provided advising and statewide workshops, in conjunction with the NorCal VBOC, to help start and grow businesses.

As of May 1, 2023, territory restructuring began to reduce the footprint of the SoCal VBOC. The new SoCal VBOC territory contains San Diego and Imperial Valley counties. This smaller territory will allow the SoCal VBOC to build deeper relationships with the very active military installations and with many educational, non-profit, and community organizations, therefore, bringing entrepreneurship trainings to more veterans. The awarded budget is \$475K. The awarded budget is sufficient to meet the SoCal VBOC goals.

A summary of 2022/23 accomplishments 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 that served 281 attendees

Career Education Grants, Programs, and Services

MiraCosta College hosted its first in-person Industry Advisory Networking and Recognition Event since the start of the pandemic. Held at the Omni La Costa Resort in Carlsbad, over 225

local industry and employer representatives joined career education faculty to celebrate the successes of the last few years and discuss how career education programs can better meet employers' needs. MiraCosta recognized three industry partners who collaborated with the college to create impactful programs that transformed the lives of students.

- Nordson who collaborated with Employment Services Program Manager Nina Lovejoy, Communications faculty Dr. Rachel Hastings, and Business faculty Nate Scharff, to create the Open Doors program that expanded paid internships for students assist private employers in expanding their diversity, equity, and inclusion programs and create more equitable and transformative employment opportunities for students of color in coastal North County.
- The San Diego Housing Federation who collaborated to create the Affordable Housing Management noncredit program. This innovative instructional program helps prepare people for employment as property managers of affordable housing communities.
- Lastly, a local nonprofit company, Garden 31, collaborated with faculty to create the Roots of Justice program, which connects Transitions scholars to pathways into high-wage, self-sufficient, and healing occupations in restorative agriculture.

MiraCosta College received \$290,000 in grants from the San Diego and Imperial Counties Community Colleges Regional Consortium for several regional projects. One grant will support personalized job placement services through the Career Center, and another project will augment the work-based learning (WBL) efforts in which MiraCosta College continues to lead the region and the state. A third project will provide funding for a faculty member to lead the implementation and increasing credit for prior learning across the instructional division. Four disciplines are developing methods for piloting student portfolios and industry credentials to award credit for adult learners looking to earn a college degree. The fourth project will bring together faculty, staff, and administrators from the Career Center and ACPs to conduct a comprehensive assessment of the college's career services using the National Association of Colleges and Employers Professional Standards for College and University Career Services. The assessment findings will be used to develop a career services strategic plan to scale career development support to more students in and out of the classroom.

Lastly, career education programs hosted multiple visits from local high schools throughout the spring semester. Over 100 students from Surfside Academy, Carlsbad Village Academy, Canyon Crest Academy, and the GEAR UP programs at Oceanside and El Camino High Schools visited various career education programs, experienced hands-on lab activities, and applied to become students in fall 2023.

Career Studies and Services

The Career Center's spring semester was filled with events to help students prepare for the 23rd Annual MiraCosta College Job and Internship Fair. In collaboration with JCPenney, nearly 50 students shopped for professional wear and received discounts of up to 50 percent off at The Shoppes at Carlsbad location. Dressed to impress, over 100 students attended Headshots and Hors D'ouvres, a Black History Month event, held in collaboration with Student Equity and the MiraCosta Alumni Association.

Starting March 15, the center has hosted *Prepare for the Fair* events for students to have everything ready for the annual Job and Internship Fair. Workshops included how to prepare a resume, network with employers at fair, and create a LinkedIn profile. The *Prepare for the Fair* events culminated in the Professional Etiquette Dinner hosted by the Administration of Justice Department and Career Center at the Green Dragon Museum and Tavern in Carlsbad. Thirty-six students representing administration of justice, nursing, sociology, liberal arts, business, psychology, hospitality management, horticulture, computer and information technology,

physics, and film participated in the event and were treated to a networking mocktail hour and three-course meal, complete with advice from an etiquette coach about soft skills and navigating the social side of one's career.

Over 51 employers, including nine MiraCosta departments recruiting for student worker positions, participated in the Career Center's annual Job and Internship Fair. 275 students attended the event and shared great feedback. When asked what they liked best about the event, students said, "The different opportunities available are very helpful and illuminating in the job and internship search process" and "I appreciate the many available services to students and the eagerness to help direct people to their chosen career paths."

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

Customer Relationship Management (CRM) Implementation

The College continues to make progress implementing the TargetX/Salesforce CRM system to improve communications with prospective students and support case management activities for student success.

TargetX system is currently being used to organize the response to inquiries coming from prospective students. Over 1,700 student inquiries have been received and responded to since December 2022. Inquiries and responses are analyzed for patterns to adjust communications and information delivery. The CRM core team also collaborated with Orientation and Student Support to build email campaigns in TargetX for the upcoming *Welcome Fest*.

In an effort to build awareness about TargetX among various programs and departments at the college, the CRM Core team hosted a campus-wide open forum via Zoom in May. Participants learned about the new system, the implementation approach, and progress to date. They received a firsthand look at its features and functionality, heard from campus users who have implemented the system for their use cases, and participated in a Q&A session.

Implementation of case management/student success functionality of TargetX is currently under way with the ACP Success Teams. In late May, the initial suite of case management functionality was launched to streamline ACP student support process by integrating the data from SURF and other platforms into TargetX.

Academic Career Pathway (ACP) Success Teams

ACP Success Teams had a productive spring semester supporting students. Success Teams have continued their case management efforts connecting students to a variety of resources such as career counseling, academic counseling, basic needs, and academic support. As the spring semester ends, 52 percent of students from the fall 2022 cohort completed comprehensive education plans (CSEPs) by the end of their first year, a 12 percent increase from the start of the semester.

In addition, ACP Instructional Faculty Liaisons (IFLs) collaborated with the Career Center and the Work-Based Learning team to host career focused events in the spring semester. The Health Sciences ACP held a Health and Wellness Expo at the Oceanside Campus that provided students with the opportunity to explore careers in the field, meet with prospective employers and industry professionals, and connect with other students in their pathway. The Math and Sciences ACP hosted a data science panel at the San Elijo Campus showcasing how data scientists impact the world and its application to different career fields. Lastly, the Creative and Applied Arts ACP presented a film screening with Ukrainian refugee film maker,

Polina Herman. Over 40 students screened the film before its debut at the Los Angeles Film Festival. Polina shared how even amid a war, she was able to continue her pursuit of a career as a film maker. This ACP also held a Professional Headshots event that provided students the opportunity to take free professional headshots needed for creative arts careers.

In March, the Guided Pathways Leadership team and the San Diego Regional Guided Pathways Coordinators facilitated an in-person retreat at the Community Learning Center. The goal of this retreat was to re-center the purpose for ACP Success Teams and Guided Pathways, review data and evaluate current progress, and set goals for the upcoming year, and identify opportunities for collaboration across divisions. The retreat was attended by all members of the ACP Success Teams, faculty, counselors, and other campus partners that play a key role in supporting the implementation of the Guided Pathways framework. From the robust conversations and feedback received, additional sessions will be hosted to continue to solidify priorities for the upcoming academic year and share them with the campus community.

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. Recruitment for the summer 2023 and fall 2023 semesters are underway at all three-feeder district high schools. Summer 2023 courses reached capacity limits, and new sections were added to accommodate increased student interest. For the 2023/24 academic year, the program will be piloting eight-week math course sequences, a new business pathway with an embedded internship component, and quarter course offerings at Oceanside Unified School District (OUSD).

In April 2023, an in-person strategic planning meeting was held with the administrators of San Dieguito Union High School District (SDUHSD) and the dual enrollment consultants from Career Ladders Project. Topics included dual enrollment foundations and goals, data analysis, promising practices, and goal setting/visioning. SDUHSD reaffirmed its commitment to providing course pathways that lead to college completion while in high school, extending career technical education (CTE) pathways, and increasing participation of disproportionately impacted student populations.

Additionally, the Dual Enrollment team has increased internal and external outreach efforts to build awareness. The team hosted a Dual Enrollment Family Night for Oceanside Unified School District communities in April and coordinated two STEM-focused events in May. Additional registration events to provide one-on-one assistance with applications, and enrollment steps are being planned for August 2023.

Library

The Oceanside Campus Library began the spring 2023 semester in the temporary T220/T230 buildings while renovations of B1200 continue. Two student engagement events were hosted to welcome students to the space. In February, 90 students attended the “Love, Your Library” events, which included a library tour, a review of services, and refreshments. In May, a week before spring finals, 75 students participated in a coffee and donuts event to promote library study spaces and resources for final exams.

The Library Technology Loan Program remains a vital service for students in need of a computer and/or high-speed internet access. During the spring semester, the Library received 662 technology requests and loaned 529 laptops and 482 mobile hotspots. The smart lockers installed at the Community Learning Center (CLC) and Oceanside Campus (OCN) continue to

provide a 24/7 option for students to pick up and return technology loaner equipment. Over 150 students picked up items at the CLC and 39 students picked up items at the OCN lockers.

Letters, Humanities and Communication Studies (Russell Waldon, Eric Robertson, Mary Gros, Robert Bond, Jake Strona, Maria Figueroa, Isabel Luengo)

This summer, students will be participating in the Costa Rica Study Abroad trip in Samara, Costa Rica from June 25-July 23, 2023. The program will be offering Spanish 101 and Communication Studies 215.

The Letters Department hosted several events in support of their creative writing students, including an end of semester poetry slam at Oceanside Beach and three Glassless Minds open mic events showcasing student art designed to motivate and inspire social justice and advocacy across the campus community

The Puente and Mana learning communities held their graduation celebrations highlighting graduating and transferring students' accomplishments. The students were supported by their families, faculty, staff, board members, and administrators in attendance.

San Elijo Campus

The San Elijo Campus is in the process of significantly increasing its level of community engagement and, most importantly, reviewing the ability to offer alternative instructional and student life options, with a focus on experiential learning and an enhanced campus community environment. The goal is to systematically increase student retention and success rates.