MIRACOSTA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

REGULAR MEETING
4 P.M. – THURSDAY – JANUARY 26, 2023
BOARDROOM – OCEANSIDE CAMPUS
1 BARNARD DRIVE – OCEANSIDE, CA

AGENDA

I. CALL TO ORDER

II. FLAG SALUTE / ROLL CALL

III. BOARD ORGANIZATIONAL ACTION

A. Administer Oath of Office to Board Member

IV. APPROVE MEETING MINUTES

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

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. boComments 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. Legislative Update
B. FY2022 Annual District and Measure MM Audit Presentation

VIII. CONSENT ITEMS

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

IX. FIRST READING – BOARD POLICIES

A. Board Policy 5035 – Withholding of Student Records

X. INFORMATION

A. Annual Financial Audit Services and Performance Audit of the Building (Measure MM) Fund for FY2022/23
B. Spring 2022 and Summer 2022 Credit Graduate List

XI. 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

XII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

XIII. ADJOURNMENT

UPCOMING MEETING

4 p.m. – February 23, 2023
Regular Meeting and
Board Workshop

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

Subject: **Administer Oath of Office to Board Member**	**Attachment:** **None**
Category: **Board Organizational Action**	**Type of Board Consideration:** **Information** ✓ **Consent** **Action**
	Approved for Consideration: **Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

Pursuant to Government Code §1360 and Education Code §60, before any officer enters upon the duties of office, the officer shall take and subscribe the oath or affirmation set forth in Section 3 of Article 20 of the Constitution of California.

STATUS

Three members of the board of trustees (Rick Cassar, Raye Clendening, and William Fischer) were administered the oath of office at the December 16 organizational meeting. One member of the board of trustees (Anna Pedroza) will be administered the oath of office at the January 26 board meeting.

RECOMMENDATION

Administer the oath of office to board member.

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

MINUTES OF SPECIAL MEETING/CLOSED SESSION **December 15, 2022**
(*DRAFT)*

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, December 15, 2022, in Conference Room T-270 on the Oceanside Campus. Vice President Frank Merchat called the meeting to order at 2:30 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	George McNeil
Raye Clendening	Frank Merchat

Board members absent:
Anna Pedroza
Jackie Simon
William Fischer

Administrators present:
Superintendent/President Sunny Cooke
Assistant Superintendent/Vice President Charlie Ng

Others present:
Legal Counsel Randy Winet

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

None.

IV. DECLARE NEED FOR CLOSED SESSION

At 2:30 p.m., the board announced the need to enter closed session to discuss the following topics:

A. Conference with Labor Negotiators

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

B. Conference with Legal Counsel
(Pursuant to Government Code section 54956.9(d)(2))
Anticipated Litigation, Number of Potential Cases: 3

- JPA 20-05413
- JPA 23-05816
- JPA 21-05582

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

D. 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 p.m., the board returned to open session to report the following:

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

No report.

B. Conference with Legal Counsel
(Pursuant to Government Code section 54956.9(d)(2))
Anticipated Litigation, Number of Potential Cases: 3

- JPA 20-05413
- JPA 23-05816
- JPA 21-05582

No report.

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

No report.

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

No report.

VI. ADJOURNMENT

The meeting adjourned at 3:47 p.m.

MINUTES APPROVAL:

Frank Merchat	Sunita V. Cooke, Ph.D.
Vice President	Superintendent/President

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

MINUTES OF ORGANIZATIONAL MEETING **DECEMBER 15, 2022**
(*DRAFT)*

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, December 15, 2022, in-person in the Boardroom, Room OCT 200, at the Oceanside Campus. Vice President Frank Merchat called the meeting to order at 4:05 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	George McNeil
Raye Clendening	Frank Merchat
William Fischer	Inayah Abdulmateen (Student Trustee)

Board members absent:
Anna Pedroza
Jacqueline Simon

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

III. BOARD ORGANIZATIONAL ACTION

A. Administer Oath of Office to Board Members

Dr. Cooke administered the oath of office to re-elected Trustees Cassar, Clendening, and Fischer. The oath of office will be administered to re-elected Trustee Pedroza at a future meeting of the board.

B. Election of Officers

1. President

By motion of Trustee McNeil, seconded by Trustee Clendening, Frank Merchat was elected as president of the board of trustees for 2023.

Vote:	5/0/0
Aye:	Cassar, Clendening, Fischer, McNeil, Merchat

Abstentions: None
Absent: Pedroza, Simon

2. Vice President

By motion of Trustee McNeil, seconded by Trustee Clendening, Rick Cassar was elected as vice president of the board of trustees for 2023.

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

3. Board Secretary and Assistant Board Secretary

By motion of Trustee McNeil, seconded by Trustee Cassar, Dr. Sunita Cooke was elected secretary of the board of trustees, and Julie Bollerud as the assistant secretary of the board of trustees to serve until the 2023 organizational board meeting.

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

Trustee Fischer left the meeting at 4:10 p.m.

C. Fix Dates, Times, and Locations of 2023 Board Meetings

By motion of Trustee McNeil, seconded by Trustee Cassar, the 2023 board meeting schedule was approved, as presented. Regular meetings will begin at 4 p.m.

Vote: 4/0/0
Aye: Cassar, Clendening, McNeil, Merchat
Abstentions: None
Absent: Fischer, Pedroza, Simon

IV. APPROVE MEETING MINUTES

A. Workshop of November 3, 2022
B. Special Meeting of November 16, 2022
C. Special Meeting/Closed Session of November 17, 2022
D. Regular Meeting of November 17, 2022

By motion of Trustee Clendening, seconded by Trustee McNeil, the board approved the workshop minutes of November 3, 2022, the special meeting minutes of November 16, 2022, the special meeting/closed session minutes of November 17, 2022, and the regular meeting minutes of November 17, 2022 .

Vote: 4/0/0
Aye: Cassar, Clendening, McNeil, Merchat
Abstentions: None
Absent: Fischer, Pedroza, Simon

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

None.

VI. CHANGES IN AGENDA ORDER

None.

VII. PRESENTATIONS

A. Foundation Update

Vice President of Institutional Advancement Shannon Stubblefield recapped the Office of Advancement and Foundation accomplishments over the past year and reviewed the institutional advancement structure. Educational opportunities for all is the vision of the Foundation Board. Data and outcomes demonstrate that financial support directly affects the successful completion for our students.

Stubblefield noted the Foundation budget is just over $2M, and 66 percent of that comes from charitable contributions. This is remarkable, because 50 percent of the charitable contributions come from individuals, many of whom are staff, retirees, and board members.

With supporting students as the number one goal by raising funds that are flexible to meet the needs of students, the comprehensive campaign was launched in 2018. Since that time, 70 percent of the $10M goal has been reached. The Foundation continues to work to close that gap and reach the goal.

B. Facilities Update

Assistant Superintendent/Vice President Tim Flood, Facilities Director Tom Macias, and Kitchell Program Manager David Dunn provided an update on the progress of the district's capital construction program. An overview of the Measure MM program status summary and our program values and budget information was provided. A total of 42 projects were approved, with 14 projects completed to date.

Tom Macias reviewed the Community Learning Center project completion list and planning status. He noted that four of the five CLC construction projects have been completed; the fifth project should be completed this spring.

Macias reviewed the project completion list and planning status for the San Elijo Campus. Of the total of 13 projects, 10 have been completed. He noted that most of the campus was touched in some way.

David Dunn provided an overview of the Oceanside Campus project completion list and planning status. Two projects have been completed, with seven active substantial construction projects currently in progress. An overview was provided of the work expected over the next six months. The final touches on the Administration Building are being done, and the Health and Wellness Hub and the new Student Services Building and the Chemistry and Biotechnology Building are well underway. The swing space trailer village is also being modified for its next occupants, and the new Arts Media construction groundbreaking is expected in February. A decision was made to replace the 3100 Building with a new building, based on limited DSA choices. This decision resulted in all three buildings needing to be new construction with a significant cost increase for the project that had not been anticipated.

The local hire and small/highly underutilized business (SHUB) enterprise contract award and value data was shared, as this has been an ongoing priority for the board. Almost 93 percent of hired firms are local, which ensures that MM expenditures benefit the local businesses and people within our community. It was noted that the small and underutilized number has gone down due to the very large types of projects we're currently working on. Subcontracts, however, are continuing to go to small businesses.

Flood shared the Measure MM and Series C bond sale synopsis. All $455M of the bond sales have been issued. We kept our promise to ensure we stay under $14.99 per $100,000 of assessed value, and we sold a total of three rather than four series of bonds to leverage our capital and ramp up the number of projects simultaneously being completed. This saved taxpayers $153M, which is great news. It was also noted that, due to our AAA rating, these bonds were highly sought after, with $461M requests for our $100M Series C authorization.

Cooke thanked the Administrative Services Division and Kitchell who have managed the funds and the projects in a prudent manner, especially given the extra challenges due to the escalation of costs, supply chain issues, and Covid.

VIII. CONSENT ITEMS

A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
B. Approve Classification of New Positions and Job Descriptions (Clinical Case Manager and Assistant Business Systems Analyst)
C. Ratify Memorandum of Understanding 22-05 with the Faculty Assembly
D. Ratify Memorandum of Understanding 22-06 with the Faculty Assembly
E. Approve Reorganization of Student Equity
F. Approve Sabbatical Leave Recommendations for FY 2023/24
G. Approve Updated Course Agreement with Carlsbad Unified School District for the Spring 2023 Dual Enrollment Program
H. Spring 2023 Program Components for the Oceanside Unified School District CCAP Dual Enrollment Program
I. Approve Updated Course Agreement with San Dieguito Union High School District for the Spring 2023 Dual Enrollment Program
J. Ratify Approval of Guaranteed Maximum Price (GMP) and Execution of Change Order to the Design Build Contract for Oceanside Reno Building 1200 Library Project Memorializing Same
K. Approve San Elijo's Farmers Market Agreement
L. Approve American Institute for Foreign Study (AIFS) Faculty-Led Study Abroad to Florence, Italy – Summer 2023
M. Approve Career America, LLC (dba Ocelot) Chatbot Software Contract
N. Approve SocialTech.ai LLC Agreement
O. Approve Dovetail Arts Media Project Agreement Amendment
P. Approve WRD Consulting Services, LLC, for Grant Management Consulting Services Contract
Q. Ratify and Approve Contracts and Purchase Orders

By motion of Trustee McNeil, seconded by Trustee Cassar, consent items A-Q were approved.

Vote:	4/0/0
Aye:	Cassar, Clendening, McNeil, Merchat,
Abstentions:	None
Absent:	Fischer, Pedroza, Simon

IX. ACTION

A. Public Hearing: 4:00 p.m. – Grant of Easement to SDG&E for Installation of Electric Vehicle Charging Facilities on Oceanside Campus

The public hearing began at 5:10 p.m. There were no public comments.

B. Adopt Resolution No. 6-22/23: Grant Easements to SDG&E for Electrical Facilities and Infrastructure

By motion of Trustee Clendening, seconded by Trustee McNeil, the board adopted Resolution No. 6-22/23 for grant easements to SDG&E for electrical facilities and infrastructure.

Vote:	4/0/0
Aye:	Cassar, Clendening, McNeil, Merchat
Abstentions:	None
Absent:	Fischer, Pedroza, Simon

C. Adopt Resolution No. 7-22/23 to Withdraw Membership in Schools Excess Liability Fund Effective July 1, 2023

By motion of Trustee McNeil, seconded by Trustee Cassar, the board adopted Resolution No. 7-22/23 to withdraw membership in schools excess liability fund as stated.

Vote:	4/0/0
Aye:	Cassar, Clendening, McNeil, Merchat
Abstentions:	None
Absent:	Fischer, Pedroza, Simon

X. PERIODIC REVIEW – BOARD POLICIES (Action Required)

A. Board Policy 7270 – Student Workers

B. Board Policy 7280 – Employee Recognition

By motion of Trustee McNeil, seconded by Trustee Clendening, Board Policies 7270 and 7280 were adopted.

Vote:	4/0/0
Aye:	Cassar, Clendening, McNeil, Merchat
Abstentions:	None
Absent:	Fischer, Pedroza, Simon

XI. SECOND READING – BOARD POLICIES (Action Required)

A. Board Policy 5040 – Student Records, Directory Information, and Privacy

By motion of Trustee McNeil, seconded by Trustee Cassar, Board Policy 5040 was adopted.

Vote:	4/0/0
Aye:	Cassar, Clendening, McNeil, Merchat
Abstentions:	None
Absent:	Fischer, Pedroza, Simon

XII. INFORMATION

A. Spring, Summer, and Fall 2021 Credit Graduate List

The spring, summer, and fall 2021 credit graduate list was provided for information.

XIII. COLLEGE-RELATED REPORTS

A. Trustees Activities

Trustee McNeil attended the Athletics Award ceremony, and he touted the league win by the men's soccer team, as well as the second place in the league for the women's soccer team. He also commended the rugby team, as well as the men's basketball

team triumph in their game with Santa Ana. Additionally, Trustee McNeil attended a RAFFY event and the nursing pinning ceremony.

Trustees Cassar, Clendening, McNeil, and Simon attended the classified year-end luncheon.

Trustee Clendening acknowledged Anna Pedroza's leadership as Board President this past year, and she thanked Trustees Merchat and Cassar for stepping up for their new roles as board president and vice president, respectively.

Trustee Cassar attended a celebration for Mark Evilsizer, outgoing trustee from Palomar College.

Trustee Merchat attended a facilities liaison meeting and acknowledged the Facilities team that pulls off so many projects simultaneously. He attended *The Merry Wives of Windsor* put on by the MiraCosta Theatre Department, which he applauded, and he expressed appreciation for the entire board attending the Vision for Success in person.

B. Students

Student Trustee Inayah Abdulmateen reported ASG will send a representative to the legislative conference in March, will host a team-building and leadership skills retreat, sponsored some finals week events, including wellness workshops co-sponsored with mental health counselors, and provided snacks, scantrons to support students.

C. Classified Employees

Classified Senate (CS) President Carl Banks thanked trustees for approving the release time for the year-end celebration. He shared $4,219 was raised for the NDN scholarship. Classified Senate is planning a tailgating event to support a MiraCosta athletics activity in the spring.

D. Faculty

Academic Senate (AS) President Leila Safaralian reported AS created two student scholarships: one Academic Senate student scholarship for $1,000 that will be offered each spring and a second scholarship, in partnership with the Classified Senate and IDEA (Inclusion, Diversity, Equity, and Access), for an NDN student. She reminded all that, in partnership with PDP and the Classified Senate, a "cultivating human connection" event is scheduled for January 19, and all MiraCostans are invited to participate.

E. Vice Presidents

1. Instructional Services

Assistant Superintendent/Vice President Pescarmona reported over one million instruction hours took place this semester in a variety of modalities. Spring enrollment headcount is up 10 percent, and FTES is up almost 13 percent, so we are trending in the right direction. Students are two to one in online versus in-person classes. A survey of student preferences was administered, and more than 2,700 students responded. Of those who responded, 40 percent prefer online courses, while 40 percent want to be on campus, and 10 percent aren't sure. They have indicated they want flexibility with their classes and services. Some students from out of the area are enrolling in our online courses. We're in the process of becoming part of the California Virtual Campus Teaching College to accommodate the flexibility that students are looking for.

2. Student Services

Assistant Superintendent/Vice President Wojcik reported flexibility is also needed for both online and in-person support services. She thanked those who supported the holiday angels and also EOPS for organizing this program for children and their families.

3. Administrative Services

Assistant Superintendent/Vice President Flood reported a number of long-time staff members are retiring, and he thanked them for their many years of service. Financial audits will be submitted to the Chancellor's Office by December 31. He appreciates all those who are packing and moving so that construction projects can continue and be completed.

4. Human Resources

Assistant Superintendent/Vice President Ng submitted a written report. He thanked Payroll for keeping their services available while in temporary spaces. He expressed his appreciation for being part of a stable organization given what we see going on across our state.

F. Superintendent/President

Superintendent/President Cooke reported Wendy Stewart is in her new Chief IDEA role and is working with each of the vice presidents to determine what aspects she can support, and she will also meet with AS and CS. Cooke thanked Chris Tarman, Cindy Dudley, and Aracely Ragazzo for their work on accreditation. The ISER was submitted yesterday. Our last SLO number was 75 percent of courses assessed within the last five years, however, we hope to be at fully complete this spring as the accreditation team begins their work.

One MiraCosta biomanufacturing student will be recognized at the community College Baccalaureate Association National Conference in spring. Another student will honored as a DREAM scholar at the DREAM Conference in Chicago.

Cooke acknowledged Linda Kurokawa, who was honored by the North County EDC for her work at the TCI. Sudershan Shaunak was also recognized for his exceptional leadership as he is retiring from the SBDC after 21 years of service to the district.

Cooke spoike at the League for Innovation Executive Leadership Institute with other innovative, transformative higher education leaders. Other participants wanted to hear more about our Futures work, which no other community colleges are approaching in this systematic way.

XIV. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

None.

XV. ADJOURNMENT

The meeting adjourned at 5:50 p.m.

MINUTES APPROVAL:

Frank Merchat	Sunita V. Cooke, Ph.D.
Vice President	Superintendent/President

Subject: **Legislative Update**	**Attachment:** **PowerPoint Presentation**
Category: **Presentations**	**Type of Board Consideration:** **Information Consent Action**
	Approved for Consideration: **Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

The board of trustees receives periodic presentations on pertinent topics.

STATUS

Superintendent/President Sunny Cooke and Assistant Superintendent/Vice President Tim Flood will provide a general overview of the federal and state political climate, legislation/policy, and budget. These topics are presented in advance of the CCLC and ACCT advocacy efforts.

RECOMMENDATION

For information only.

Subject: **FY2022 Annual District and Measure MM Audit Presentation**	**Attachment:** **FY2022 Annual District Audit** **FY2022 Annual Measure MM Audit**
Category: **Information 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**
Recommended: **Tim Flood** **Assistant Superintendent/Vice President, Administrative Services**	**Approved for Consideration:** **Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

California Education Code §84040.5 requires that the governing board of each community college district shall provide for an annual audit of all funds, books, and accounts of the district in accordance with the regulations of the Board of Governors in order to encourage sound fiscal management practices and fiscal accountability. The MiraCosta Community College District annual audit has been completed and is available on the district website at: https://www.miracosta.edu/administrative/annual-district-audits/index.html.The audit firm of Eide Bailly, LLP, certified public accountants licensed by the California Board of Accountancy, conducted the audit. The format and financial statement information is in accordance with the reporting standards of the California Community Colleges Contracted District Audit Manual (CDMA).

STATUS

The district financial audit included examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements, along with assessing the accounting principles used and significant estimates made by management. The district received an Unmodified Opinion, that is, the district complied, in all material respects, with the compliance requirements for financial statements, federal awards, and state awards as of June 30, 2022. The result of the audit also noted that there were no material weaknesses or significant deficiencies on internal controls over financial reporting.

A representative of the audit firm of Eide Bailly, LLP will present the audit report and will be available to answer any questions.

RECOMMENDATION

For information only.

Subject: **Ratify Recommendations of Superintendent/President in Approving Personnel Actions**	**Attachment:** **None**
Category: **Consent 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**
Recommended: **Charlie Ng** **Assistant Superintendent/Vice President, Human Resources**	**Approved for Consideration:** **Sunita V. Cooke, Ph.D.** **Superintendent/President**

STATUS

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

   Deborah Lambert, Technology Services Analyst, Technical Services, position P-00386, effective December 30, 2022.

   Rose Magyar, Help Desk Technician, Technical Services, position P-00187, effective December 30, 2022.

   Rebecca Morgan, Counselor, position P-00419, effective December 30, 2022.

2. Resignation of the following classified employees:

   James Chardi, Videographer, Technical Services, position P-00404, effective December 30, 2022.

   Charlie Lieu, Business Systems Analyst, Admissions and Records, position P-05824, effective January 2, 2023.

   Kendrick White, Instructional Associate, Nursing and Allied Health, position P-00221, effective January 12, 2023

3. Employment of the following regular classified employees:

   Lisa Orcutt, Human Resources Analyst, Human Resources, position P-00189, salary range CL-29, step 1, $6,907.50 per month, full-time,12 months per year, effective January 9, 2023. Lisa was selected through an open recruitment process.

Joanna Gomez, Instructional Associate, Biomanufacturing, position P-09872, salary range 25, step 2, $6,490.08 per month, full-time, 12 months per year, effective December 21, 2022. Joanna was selected through an open recruitment process.

Francheska Bautista, Student Services Specialist, Student Equity, position P-00379, salary range 21, step 1, $2,467.72 per month, 18 hours per week,12 months per year, effective January 2, 2023. Francheska was selected through an open recruitment process.

Kyle Hansen, Senior Enterprise Applications Developer, Infrastructure System and Applications Development, position P-09760, salary range 42, step 2, $10,607.75 per month, full-time, 12 months per year, effective December 19, 2022. Kyle was selected through an open recruitment process.

Sarah Mansker, Instructional Associate, Nursing and Allied Health, position P-00293, salary range 25, step 1, $6,154.58 per month, full-time, 12 months per year, effective January 9, 2023. Sarah was selected through an open recruitment process.

Patricia Murray, Instructional Associate, Nursing and Allied Health, position P-00213, salary range 25, step 3, $6,830.08 per month, full-time, 12 months per year, effective January 9, 2023. Patricia was selected through an open recruitment process.

4. Permanent change of assignment for Elizabeth Lurenana, Administrative Support Assistant III, Honors, position P-07343, has accepted the position of Administrative Assistant, Foundation and Development, Institutional Advancement, salary range 24, step 2, $3,785.67 per month, 24 hours per week, 12 months per year, effective January 23, 2023. Elizabeth was selected through an open recruitment process.

5. Temporary additional assignment for Lisa Press, Early Childhood Education Instructional Specialist, Child Development Center, position P-00152, to provide a flex presentation for the Chemistry department, as needed, range 19, longevity year 6, $37.52 per hour, effective January 13 – June 30, 2023.

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

   David Santos, Police Officer, Police, position P-00311, will serve as Interim Police Sergeant, range 34, longevity year 20, $11,684.83 per month, full-time, effective January 1 – June 30, 2023.

   Jessica Perez-Corona, Program Supervisor, Supplemental Instruction, position P-00385, will continue to serve as Program Manager, Writing Center, School of Math and Sciences, range 31, longevity year 6, $9,193.25 per month, full-time, effective January 1 - June 30, 2023.

   Ashleigh Moser, Learning Coach, STEM and Math Learning Center, position P-00231, will continue to serve as Supplemental Instruction Program Supervisor, range 27, step 3, $7,236.42 per month, full-time, effective January 1 - June 30, 2023.

   Megan Meyerholtz, Administrative Assistant III, Admissions and Records, position P-00061, will serve as Interim Assistant Business Systems Analyst, range 25, step 3, $6,494.58 per month, effective December 15, 2022 - June 30, 2023.

Jorge Ramirez Ibanez, Financial Aid Assistant, Financial Aid, position P-06188, will serve as Interim Financial Aid Technician, position P-09918, range 22, step 1, $5,643.17 per month, effective December 20, 2022 - June 30, 2023.

7. In accordance with Board Policy 7345, employees 00004937 and 07091042, request a waiver to the limitation on how much of their available sick leave can be used for personal necessity leave as they will exhaust their personal necessity allowance for the 2022/23 fiscal year. Pursuant to the Faculty Assembly agreement, faculty may use up to six days of earned sick leave per fiscal year for the purpose of personal necessity leave.

8. Employee 00002857 requests catastrophic leave donations in accordance with Board Policy 7345. Donations are need as the employee will exhaust all paid leave entitlements. The employee will need approximately 142 hours to remain in full paid status through March 17, 2023.

9. In accordance with Administrative Procedure 7340, employee 07265636, requests a leave of absence without pay, in conjunction with any/all paid leave entitlements, effective January 13 – May 26, 2023.

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

Marnie	Hall	Biology
Alexandria	Anderson	Communication Studies
Robert	Milz	Communication Studies
Sinclaire	Tirona	Communication Studies
Jeffrey	Barnett	Computer Science
Lisette	Abondanza	English as a Second Language, NC
Gina	De Anda	English as a Second Language, NC
Johanna	Gleason	English as a Second Language, NC
Julia	Hillard	English as a Second Language, NC
David	Palomino	Geography
Natasha	Jackson	Mental Health Counselor
Nidya	Ramirez Ibarra	Mental Health Counselor
Alice	Gallagher	Music
Monica	Licht	Nursing
Yvonne	Wallace	Nursing
Kellita	Felton	Physics
Efrain	Figueroa	Physics
Raymond	Hoy	Psychology
Sarah	Kirk	Psychology
Virginia	Tasulis	Psychology

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

    Pamela Abbott Enz – Gerontology

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

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

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

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

12. 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
Alison Williams	Apprentice III	Substitute	STEM Learning Centers	$17/hr	1/3/23	6/30/23
Ashley Wozow	Apprentice III	Substitute	Supplemental Instruction Program	$17/hr	1/9/23	6/30/23
Bobby Sterling	Police Officer	Short-term	Police	$36.55/hr	1/30/23	6/30/23
Brandy Talamoni	Campus Aide III	Short-term	Career Education Grants	$19.5/hr	1/27/23	6/30/23
Brenda Medina	Campus Aide III	Short-term	Career Education Grants	$19.5/hr	1/27/23	6/30/23
Brooke Menezes	Apprentice III	Substitute	STEM Learning Centers	$17/hr	1/3/23	6/30/23
Calah Ortega	Apprentice III	Substitute	Supplemental Instruction Program	$17/hr	1/3/23	6/30/23
Calah Ortega	Apprentice III	Substitute	STEM Learning Centers	$17.5/hr	1/3/23	6/30/23
Carolina Santos	Instructional Aide	Substitute	Workforce IOA	$23.03/hr	1/9/23	6/30/23
Cassandra Fuentes	GEAR UP Support Staff I	Substitute	GEAR UP	$15/hr	1/9/23	6/30/23
Catherine Sung	Campus Aide III	Short-term	Career Education Grants	$19/hr	1/27/23	6/30/23
Christopher Chitren	Apprentice III	Substitute	STEM Learning Centers	$17/hr	1/3/23	6/30/23
Connor Brigandi	Apprentice III	Substitute	Supplemental Instruction Program	$17.5/hr	1/5/23	6/30/23
Daniel Fukunaga	Apprentice III	Substitute	STEM Learning Centers	$17/hr	1/3/23	6/30/23
Fernando Aparicio	Campus Aide I	Short-term	Technical Services	$15.5/hr	1/27/23	6/30/23
Gypsy Nieves	Instructional Aide	Substitute	Workforce IOA	$23.03/hr	1/9/23	6/30/23
Ivette Martinez	Admissions and Records Specialist	Short-term	Admissions & Records, OCN	$30.73/hr	1/27/23	6/30/23
Jacqueline Gracey	Apprentice III	Substitute	STEM Learning Centers	$17/hr	1/3/23	6/30/23
Jason Fortunato	Apprentice III	Substitute	STEM Learning Centers	$17/hr	1/3/23	6/30/23
Jazmin Cueva	Administrative Support Assistant II	Substitute	Career Center	$27.37/hr	1/3/23	6/30/23
Jazmin Garcia	Campus Aide III	Short-term	Cashiering Services	$19.5/hr	1/27/23	6/30/23
Jerica Kays	Apprentice III	Substitute	STEM Learning Centers	$17/hr	1/3/23	6/30/23
Jorge Robles	Apprentice III	Substitute	Supplemental Instruction Program	$17/hr	1/9/23	6/30/23
Jose Mora	Campus Aide III	Short-term	Career Education Grants	$19/hr	1/27/23	6/30/23
Josue Navarrete	Apprentice I	Substitute	STEM Learning Centers	$15.5/hr	1/9/23	6/30/23
Lehli Burke	Apprentice III	Substitute	STEM Learning Centers	$17/hr	1/3/23	6/30/23
Leonard Kruczynski	Apprentice III	Substitute	STEM Learning Centers	$17/hr	1/3/23	6/30/23
Leonard Kruczynski	Apprentice III	Substitute	Supplemental Instruction Program	$17.5/hr	1/9/23	6/30/23
Maria Olgine	Apprentice III	Substitute	STEM Learning Centers	$17/hr	1/3/23	6/30/23

Mashal Rasul	Apprentice III	Substitute	Supplemental Instruction Program	$17/hr	1/9/23	6/30/23
Mateo Serrano	Apprentice III	Substitute	STEM Learning Centers	$17/hr	1/3/23	6/30/23
Nancy Bentivegna	Apprentice III	Substitute	STEM Learning Centers	$17.5/hr	1/3/23	6/30/23
Nancy Mendez	Apprentice III	Substitute	Supplemental Instruction Program	$17/hr	1/9/23	6/30/23
Nathanael Cho	Apprentice III	Substitute	Supplemental Instruction Program	$17/hr	1/9/23	6/30/23
Olena Nechet	Instructional Aide	Substitute	Workforce IOA	$23.03/hr	1/9/23	6/30/23
Olivia Lucia	Campus Aide III	Short-term	Career Education Grants	$19.5/hr	1/27/23	6/30/23
Parmis Sanaei	Campus Aide III	Short-term	Service Learning	$19/hr	1/27/23	6/30/23
Perla Garibay	Instructional Aide	Substitute	Workforce IOA	$23.03/hr	1/9/23	6/30/23
Perrine Lee	Accompanist I	Short-term	Music	$26/hr	1/27/23	5/31/23
Ramon Solis	Apprentice III	Substitute	STEM Learning Centers	$17/hr	1/3/23	6/30/23
Renee Jenette Dhanaraj	Apprentice III	Substitute	Supplemental Instruction Program	$17.5/hr	1/9/23	6/30/23
Rissa Rachael Piland	Apprentice III	Substitute	Supplemental Instruction Program	$17/hr	1/9/23	6/30/23
Rocio Flores	Support Assistant, Noncredit Adult Education	Substitute	Workforce IOA	$24.41/hr	1/1/23	6/30/23
Samantha Addington	Apprentice I	Substitute	STEM Learning Centers	$15.5/hr	1/9/23	6/30/23
Shannon Cho	Apprentice III	Substitute	Supplemental Instruction Program	$17/hr	1/3/23	6/30/23
Shannon Cho	Apprentice III	Substitute	STEM Learning Centers	$17.5/hr	1/3/23	6/30/23
Silas Black	Apprentice III	Substitute	Supplemental Instruction Program	$17/hr	1/9/23	6/30/23
Sumaira Akbarzada	GEAR UP Support Staff I	Substitute	GEAR UP	$15/hr	1/9/23	6/30/23
Susy Morales Benitez	Administrative Support Assistant I	Substitute	School Relations/Diversity Recruitment	$22.36/hr	12/19/22	6/30/23
Taylor Benson	Apprentice III	Substitute	STEM Learning Centers	$17/hr	1/3/23	6/30/23
Theodore Zaner	Campus Aide III	Short-term	Career Education Grants	$19.5/hr	1/27/23	6/30/23
Zella Garrido	Apprentice III	Substitute	Supplemental Instruction Program	$17.5/hr	1/9/23	6/30/23

RECOMMENDATION

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

Subject:	Attachment:
Approve Employment Contract for Professional Expert	**None**
Category:	**Type of Board Consideration:**
Consent Items	**Information** ✓ **Consent** **Action**
Institutional Goals:	**Institutional Goal Supported:**
mcc_mission_statement.pdf (miracosta.edu)	**Goal 1** **Goal 2** ✓ **Goal 3** **Goal 4**
Recommended:	**Approved for Consideration:**
Charlie Ng **Assistant Superintendent/Vice President, Human Resources**	**Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

The Program Director of the Small Business Development Center (SBDC) was created to administer the SBDC grant. The previous Program Director retired on December 30, 2022.

The district is authorized by California Education Code, 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.

STATUS

The following professional expert employment contract is recommended with the term commencing on January 3, 2023 – June 30, 2023:

- Cheryl Brown, Program Director, SBDC, full-time, annual rate $139,829 (2022/23 professional expert salary schedule). Annual salary will be pro-rated based on the contract months for the current fiscal year.

RECOMMENDATION

Approve employment contract for professional expert, as stated above.

Subject:	Attachment:
Approve Employment Contract for Interim Dean of Admissions and Student Support	**Employment Contract for Interim Dean of Admissions and Student Support**
Category: **Consent 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**
Recommended: **Charlie Ng** **Assistant Superintendent/Vice President, Human Resources**	**Approved for Consideration:** **Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

Bridget Herrin, Ed.D., has been selected as the Interim Dean of Admissions and Student Support, effective January 9, 2023. The district has the need to backfill the Dean of Admissions and Student Support position, while the incumbent, Freddy Ramirez, Ed.D., serves as the Interim Dean of Counseling and Student Development. Freddy Ramirez, Ed.D., is serving as the Interim Dean of Counseling and Student Development while the incumbent, Wendy Stewart, Ed.D., serves as the Interim Chief Inclusion, Diversity, Equity, Accessibility Officer (CIDEAO). The Chief Inclusion, Diversity, Equity, Accessibility Officer (CIDEAO) is a new position, and the district has appointed Wendy Stewart to serve as full-time Interim Chief Inclusion, Diversity, Equity, Accessibility Officer (CIDEAO) until such time that the district conducts a search for a permanent incumbent.

STATUS

Bridget Herrin will serve as the Interim Dean of Admissions and Student Support, full time, deans, doctorate, step 2, of the 2022/23 academic administrators salary schedule. Compensation for the contract period will be $190,204, prorated for the number of days worked, effective January 9, 2023 – January 8, 2024.

RECOMMENDATION

Approve employment contract for Interim Dean of Admissions and Student Support, as stated above.

MIRACOSTA COMMUNITY COLLEGE DISTRICT
EMPLOYMENT CONTRACT
Interim Dean of Admissions and Student Support

This contract ("Agreement") between the MiraCosta Community College District ("District") and Bridget Herrin ("Herrin") is made as of January 9, 2023.

Recitals

A. The parties desire to enter into this Agreement to create or continue the employment relationship on the terms and conditions in this Agreement.

B. Herrin is qualified and willing to act in that capacity on an interim basis.

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 Association Working Conditions Manual (hereinafter "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.

D. This Agreement is entered into in accordance with Education Code sections 72411(d) and 72411.5.

Terms and Conditions

1. Position and Term.

1.1 Position. District agrees to employ Herrin and Herrin agrees to be employed by District as Interim Dean of Admissions and Student Support. Herrin has the responsibilities and authority that are associated with Herrin's interim 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 Herrin's interim position. The Board may adopt or amend the position description for the Herrin's interim 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 Herrin is subject to reassignment in accordance with the Academic Administrator's Manual.

1.2 Term. The term of this Agreement is one (1) year from January 9, 2023 to January 8, 2024, or until such time as the Board, by a majority vote, either (i) terminates Herrin's interim appointment or (ii) appoints a different person to the position on an interim or permanent basis. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party.

2. Salary and Benefits.

2.1 Salary. Herrin'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). Herrin's salary for the period January 9, 2023 to January 8, 2024, shall be $190,204.

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. Herrin 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. Herrin 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 Herrin may receive shall be equal to the monthly salary of Herrin multiplied by the number of months left on the unexpired term of this Agreement, and shall not include non-cash items, except for health benefits. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes. District agrees to pay any lump sum cash payment ("Severance Pay"), less legally required for authorized deductions except contributions to CalPERS or CalSTRS, within thirty (30) days of the effective date of termination. In exchange for any lump sum cash payment provided to Herrin, Herrin 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 Herrin if Herrin 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 Herrin 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 Herrin 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, Herrin 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 Herrin 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, Herrin 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 Herrin as defined in the terms of this Agreement and Herrin subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Herrin 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.

Herrin represents and warrants that Herrin:

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

(B) is freely and voluntarily signing this Agreement.

MiraCosta Community College District	Administrator
By:_____	_____
Sunita V. Cooke, Ph.D. Superintendent/President	Bridget Herrin, Ed.D. Interim Dean of Admissions and Student Support

Subject:	Attachment:
Approve Employment Contract for Interim Dean of Letters, Humanities, and Communication Studies and San Elijo Site Administrator	**Employment Contract for Interim Dean of Letters, Humanities, and Communication Studies and San Elijo Site Administrator**
Category: **Consent 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**
Recommended: **Charlie Ng** **Assistant Superintendent/Vice President, Human Resources**	**Approved for Consideration:** **Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

Russell Waldon, J.D., has been selected as the Interim Dean of Letters, Humanities, and Communication Studies and San Elijo Site Administrator, effective February 3, 2023. The district has the need for an interim to serve in the vacant Dean of Letters, Humanities, and Communication Studies and San Elijo Site Administrator position, until such time that the district conducts a search for a permanent incumbent.

STATUS

Russell Waldon will serve as the Interim Dean of Letters, Humanities, and Communication Studies and San Elijo Site Administrator, full time, deans, doctorate, step 3, of the 2022/23 academic administrators salary schedule. Compensation for the contract period will be $195,850, prorated for the number of days worked, effective February 3, 2023 – February 2, 2024.

RECOMMENDATION

Approve employment contract for Interim Dean of Letters, Humanities, and Communication Studies and San Elijo Site Administrator, as stated above.

MIRACOSTA COMMUNITY COLLEGE DISTRICT
EMPLOYMENT CONTRACT
Interim Dean of Letters, Humanities, and Communication Studies & San Elijo Site Administrator

This contract ("Agreement") between the MiraCosta Community College District ("District") and Russell Waldon ("Waldon") is made as of February 3, 2023.

Recitals

A. The parties desire to enter into this Agreement to create or continue the employment relationship on the terms and conditions in this Agreement.

B. Waldon is qualified and willing to act in that capacity on an interim basis.

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 Association Working Conditions Manual (hereinafter "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.

D. This Agreement is entered into in accordance with Education Code sections 72411(d) and 72411.5.

Terms and Conditions

2. Position and Term.

1.3 Position. District agrees to employ Waldon and Waldon agrees to be employed by District as Interim Dean of Letters, Humanities, and Communication Studies & San Elijo Site Administrator. Waldon has the responsibilities and authority that are associated with Waldon's interim 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 Waldon's interim position. The Board may adopt or amend the position description for the Waldon's interim 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 Waldon is subject to reassignment in accordance with the Academic Administrator's Manual.

1.4 Term. The term of this Agreement is from February 3, 2023 to February 2, 2024, or until such time as the Board, by a majority vote, either (i) terminates Waldon's interim appointment or (ii) appoints a different person to the position on an interim or permanent basis. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party.

2. Salary and Benefits.

2.1 Salary. Waldon'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). Waldon's salary for the period February 3, 2023 to February 2, 2024, shall be $195,850, prorated for the number of days worked.

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. Waldon 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. Waldon 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 Waldon may receive shall be equal to the monthly salary of Waldon multiplied by the number of months left on the unexpired term of this Agreement, and shall not include non-cash items, except for health benefits. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes. District agrees to pay any lump sum cash payment ("Severance Pay"), less legally required for authorized deductions except contributions to CalPERS or CalSTRS, within thirty (30) days of the effective date of termination. In exchange for any lump sum cash payment provided to Waldon, Waldon 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 Waldon if Waldon 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 Waldon 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 Waldon 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, Waldon 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 Waldon 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, Waldon 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 Waldon as defined in the terms of this Agreement and Waldon subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Waldon 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.

Waldon represents and warrants that Waldon:

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

(B) is freely and voluntarily signing this Agreement.

MiraCosta Community College District	Administrator
By:_____	_____
Sunita V. Cooke, Ph.D. Superintendent/President	Russell Waldon, J.D. Interim Dean

Subject: **Approve Classification of New Position, Job Description, and Salary for Grant Activity Director Pending State Award of the MESA Grant**	**Attachment:** **Job Description:** **Grant Activity Director Pending State Award of the MESA Grant**
Category: **Consent 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**
Recommended: **Charlie Ng** **Assistant Superintendent/Vice President, Human Resources**	**Approved for Consideration:** **Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

There is a need to establish a classification and job description for a MESA Grant Activity Director. The Grant Activity Director position was created to plan, develop, organize, manage, implement, and provide direction for the programming for the MESA (Mathematics, Engineering Science Achievement) grant, including execution of the MESA Center, recruitment and hiring of staff, implementation of training to ensure student success-centered service, participation in marketing and outreach activities to promote the program and services, and other related duties as assigned. This position will report to the Dean, Mathematics and Sciences.

STATUS

Salary placement for the position will be set using the 2022/23 Classified Administrators salary schedule, range CM-8.

RECOMMENDATION

Approve classification of new position, job description, and salary for Grant Activity Director, as stated above pending state award of the MESA grant.

Subject: **Ratify Memorandum of Understanding 23-01 between the MiraCosta Community College District and Faculty Assembly**	**Attachment:** **Memorandum of Understanding 23-01 between the MiraCosta Community College District and Faculty Assembly**
Category: **Consent 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**
Recommended: **Charlie Ng** **Assistant Superintendent/Vice President, Human Resources**	**Approved for Consideration:** **Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

The district and the Faculty Assembly agreed to the creation of a special project coordinator for the Teaching and Learning Center. There is a need to continue this work during the 2022/23 and 2023/24 academic years.

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 a memorandum of understanding.

RECOMMENDATION

Ratify Memorandum of Understanding 23-01 between the MiraCosta Community College District and Faculty Assembly.

MOU Between the
MiraCosta Community College District and
MiraCosta Community College District – Faculty Assembly
23-01

This agreement extends MOU 21-02 and modifies the terms of Appendix 5.1 of the Faculty Assembly 2022-2025 contract to allow for the continuation of the specific project identified below:

1) The district and the Faculty Assembly have agreed to the creation of the following special project coordinator: Coordinator, Teaching and Learning Center ("Coordinator").

2) Faculty members interested in the Coordinator position shall submit a letter of interest to the Academic Senate President.

3) The selection and evaluation of the Coordinator will be made by the Academic Senate President following consultation with the Vice President of Instructional Services and the Chair of PDP.

4) The Coordinator shall provide ongoing and regular reports to the VPIS and to PDP.

5) The Coordinator shall be responsible for the leadership of the C^3 Teaching and Learning Center to promote faculty-led efforts to:
    a. **Celebrate** the joy of teaching and learning;
    b. **Cultivate** innovative and effective teaching and learning strategies; and
    c. **Connect** with each other to explore interdisciplinary possibilities and applications, equity-minded pedagogies, and culturally relevant instructional practices.

6) The Coordinator shall undertake the following responsibilities:
    a. Collaborate with the Academic Senate, PDP Committee, and academic departments to develop faculty led teaching and learning professional development opportunities;
    b. Establish a physical presence and collegial atmosphere in the three areas of the TLC, including the informal meeting area, tech/computer work area, and experimental classroom lab/seminar space;
    c. Develop programming for each of the three areas of the TLC through collaboration with faculty (in departments, small groups and individually);
    d. Participate in the budgeting, physical space design, and program review activities for the TLC;
    e. Facilitate one-to-one teaching and learning strategy sessions with colleagues;
    f. Work with associate faculty to promote the use of the TLC to enhance their connections with full-time faculty colleagues;
    g. Facilitate the study of teaching and learning by supporting activities such as faculty research, faculty inquiry groups and communities of practice, and

connections with the larger teaching and learning profession through conference attendance, participation in professional organizations, and the study of scholarship and research;

h. Develop a series of pedagogy practicums to be recorded and/or live broadcasted in the teaching and learning lab;
i. Integrate a C^3 web space into the existing PDP Canvas page;
j. Create and distribute a weekly newsletter about C^3 activities;
k. Develop a film series in the C^3 to show films, documentaries, webinars, and teaching and learning videos;
l. Develop and maintain a Teaching and Learning library;
m. Work with student leaders, the Career Center, and administrators to find ways to involve students in the TLC as interns and/or work study partners; and
n. Explore ways to use the TLC to connect with NCHEA colleagues and local high school faculty.

7) Commencing in the Fall of 2023, the Coordinator shall be provided with 0.6 FTE (9 LHE) reassigned time per semester in support of these responsibilities.

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	Signature Date
Superintendent/President	President
MiraCosta Community College District	MCCCD Faculty Assembly

Subject: **Ratify Memorandum of Understanding 23-02 between the MiraCosta Community College District and Faculty Assembly**	**Attachment:** **Memorandum of Understanding 23-02 between the MiraCosta Community College District and Faculty Assembly**
Category: **Consent 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**
Recommended: **Charlie Ng** **Assistant Superintendent/Vice President, Human Resources**	**Approved for Consideration:** **Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

The Nursing and Allied Health Department has received reassigned time for faculty coordinators in the following programs for a number of years: Registered Nursing, Licensed Vocational Nursing, Medical Assistant, and Certified Nursing Assistant. This reassigned time has not been formally documented in the Faculty Assembly Collective Bargaining Agreement previously. The purpose of MOU 23-02 is to document the reassigned time that has been historically allocated to the Nursing and Allied Health Department during the regular academic year and non-contractual hours allocated during the summer intersession.

With the retirement of the Associate Dean in June 2022, the Registered Nursing Program has required the appointment of a full-time RN Director to fulfill licensing requirements for the Board of Registered Nursing. The requirement of a full-time RN Director will continue until a permanent incumbent can be recruited for the Dean of Nursing and Allied Health position.

In addition, the absence of the Associate Dean has required additional workload for nursing program faculty related to clinical rotation onboarding and coordination. The district and Faculty Assembly have agreed to an allotment of hours through the 2023/24 academic year to support this additional workload for program faculty.

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 a memorandum of understanding.

RECOMMENDATION

Ratify Memorandum of Understanding 23-02 between the MiraCosta Community College District and Faculty Assembly.

MOU Between the
MiraCosta Community College District and
MiraCosta Community College District – Faculty Assembly
23-02

This agreement modifies the terms of Appendix 5.1 of the Faculty Assembly 2022-2025 contract to allow for the specific reassigned time and non-contractual hours identified below:

1) There shall be one Director of the Registered Nursing program ("RN Director"). The RN Director shall receive 0.80 FTE of reassigned time each semester and 264 non-instructional hours in the summer for program coordination. Until the appointment of a permanent incumbent for the Dean of Nursing, Allied Health, & Wellness, the RN Director shall receive 1.0 FTE of reassigned time each semester.

2) There shall be two Assistant Directors. Each Assistant Director shall receive 0.20 FTE of reassigned time each semester.

3) There shall be one Director of the Licensed Vocational Nursing program ("LVN Director"). The LVN Director shall receive 0.30 FTE of reassigned time each semester and 132 non-instructional hours in the summer for program coordination.

4) There shall be one Director of the Certified Nurse Assistant program ("CNA Director"). The CNA Director shall receive 0.30 FTE of reassigned time each semester and 60 non-instructional hours in the summer for program coordination.

5) There shall be one Director of the Medical Assistant program. The Medical Assistant Director shall receive 0.30 FTE of reassigned time each semester.

6) The Nursing & Allied Health Department shall receive an allocation of 120 non-instructional hours per year, inclusive of the summer intersession, to support clinical rotation onboarding and coordination.

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	Signature Date
Superintendent/President	President
MiraCosta Community College District	MCCCD Faculty Assembly

Subject:	Attachment:
Ratify Memorandum of Understanding 23-01 between the MiraCosta Community College District and Classified Administrator Association	**Memorandum of Understanding 23-01 between the MiraCosta Community College District and Classified Administrator Association**
Category: **Consent 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** ✓
Recommended: **Charlie Ng** **Assistant Superintendent/Vice President, Human Resources**	**Approved for Consideration:** **Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

The district and Classified Administrator Association reached an agreement that establishes a telework agreement. The attached Memorandum of Understanding (MOU) is not intended to change the terms of the Classified Administrator Working Conditions Manual, but is instead a one-time, non-precedent setting agreement between the parties for the 2023 calendar year.

STATUS

The district has negotiated the terms and conditions of work to be performed and compensation to be paid and agreed to the attached MOU with the Classified Administrator Association.

RECOMMENDATION

Ratify Memorandum of Understanding 23-01 between the MiraCosta Community College District and Classified Administrator Association, as stated.

MOU Between the
MiraCosta Community College District and
MiraCosta Community College District Classified Administrators Association
23-01

This Memorandum of Understanding (“MOU”) is entered into by and between the MiraCosta Community College District (hereinafter referred to as "District") and the MiraCosta Community College District Classified Administrators Association (hereinafter referred to as "the Association") (hereinafter collectively referred to as the “Parties”).

TERMS

I. . General Policy Statement

Flexible work, including flexible work schedules and telework, enables employees to achieve a more successful balance between work responsibilities and family life. Flexible work also offers several benefits to the District including higher employee morale, lower absenteeism, increased retention, increased productivity, and recruitment advantages.

The implementation of flexible work will be based on the following principles:

A. Student-Centeredness: While pursuing the District’s mission, performing the work of the District’s commitment statement and institutional goals, flexible work is intended to support these pursuits while being student-centered.

B. Inclusion and Equitable Access: The District values equitable access for employees to flexible work opportunities. Flexible work is arranged on an individual basis and may not be the same for each person depending on individual work positions and the needs of the District.

C. Employees are Unique and Independent People: The District values employees, recognizing they have full lives outside of work. Flexible work assists employees by providing them with the opportunity to fulfill responsibilities, avoid daily gridlock, promote environmental sustainability, and maintain a sense of control over their work/life balance.

Flexible work may be authorized to eligible employees provided it serves the operational needs of the District in serving students based on these principles.

II. Flexible Work Schedules

The workday for full-time employees is based on an eight-hour day and a forty-hour workweek. Hours for the beginning and ending of shifts are to be established by the

superintendent/president, the division vice president, or their designee based on operational need.

Some employees may be assigned to a four-consecutive-day workweek of ten (10) hours per day (4/10), with the concurrence of the employee and all supervisors in the employee's chain of command, including the appropriate division vice president/president. The District also may establish a nine-hour-per-day, eighty-hour-per-two-week work schedule (9/80), provided the establishment of the work schedule has the concurrence of the employee and all supervisors in the employee's chain of command, including the appropriate division vice president/president. When a 9/80 work schedule is established, it shall consist of nine work days–eight nine-hour days and one eight-hour day.

Such agreements may be established on either an individual or a department-wide basis. No employee or group of employees shall be expected or required to accept a flexible workweek assignment.

III. Telework

A. Policy Statement

Teleworking is an alternate work arrangement in which an authorized employee may work from an Alternate Worksite instead of commuting to their District Worksite. Teleworking is a benefit, which the District may grant under appropriate circumstances considering the operational needs of the District and the provisions of this Policy. No employee is guaranteed the right to telework.

The decision to authorize an employee to telework is within the District's sole discretion. Not every job is eligible or adaptable to a teleworking work arrangement. There is no assurance that a teleworking arrangement can be provided or approved by the District. An employee's participation in teleworking is completely voluntary.

B. Definitions

1. **Alternate Worksite:** A designated location other than a District Worksite, usually in the employee's home, where the employee's Teleworking Agreement authorizes them to perform job duties and responsibilities.

2. **District Worksite:** The District location(s) for an employee is the location of the regular worksite for the employee's position (e.g., the place where the employee would normally work absent a Teleworking Agreement), such as the Oceanside Campus, San Elijo Campus, Community Learning Center, and/or the Technology Career Institute and North San Diego Small Business Development Center.

3. **District Owned Equipment:** Equipment including but not limited to software, hardware, electronic devices, cell phones, smart phones, tablets, laptops, computers, records, materials, furniture and/or other office equipment owned by the District, which the

District allows the employee to use at the Alternate Worksite to conduct work for the District.

4. **Telework or Teleworking:** A work arrangement where an employee performs work for the District at an Alternate Worksite one or more days per week.

C. Employment Relationship

Neither this Policy nor the Teleworking Agreement or the employee's participation in teleworking alters the duties, obligations, responsibilities, or conditions of the employee's employment with the District. Neither this Policy nor the Teleworking Agreement or the employee's participation in teleworking relieves the employee from the obligation to observe all applicable District rules, policies, and procedures and those of their department.

All existing terms and conditions of employment, including but not limited to the job/position description, salary, benefits, vacation, sick leave, and overtime remain the same as if the employee worked exclusively at their District Worksite.

The approval, denial, modification, or termination of the telework agreement is not a grievable issue.

IV. Approval Process

A. Eligibility Criteria

Permanent classified employees and administrators are eligible for participation in the teleworking program. Probationary and temporary employees are not eligible to participate unless approved by the appropriate vice president. Employees serving in a training capacity or providing a service that must be conducted on campus will not normally be approved to participate in the teleworking program on a regular, ongoing basis. This Policy does not apply to faculty.

The following classifications are not eligible to telework under this policy: Building Maintenance Mechanic, CLC Maintenance Technician, Copy Center Technician, Copy Operator, Custodian, Custodial Maintenance Worker, Custodial Supervisor, Energy Management Control Specialist, Facilities Manager, Gardener/Groundkeeper, Grounds Maintenance Specialist, Grounds Supervisor, HVAC Technician, Irrigation Specialist, Lead Building Maintenance Mechanic, Lead Custodian, Lead Groundskeeper, Lead Vehicle and Equipment Mechanic, Locker Room Safety Assistant, Warehouse/Mailroom Technician, Warehouse Supervisor, Police Communications/Records Supervisor, Police Community Services Officer, Police Dispatch/Records Technician, Police Officer, Police Sergeant, Police Services Officer, Police Support Assistant, Refuse and Recycling Worker, and Vehicle and Equipment Maintenance Assistant.

This list of positions is not exhaustive, and the District reserves the right to identify other positions that are not eligible for teleworking.

B. Employee Request to Telework

Participation in the District teleworking program should be based on the ability of the employee to perform tasks that can be completed from remote locations, such as a home

office and the supervisor's assessment of the employee's ability to complete those tasks satisfactorily. An employee who wants to telework must submit a written request to their supervisor (via email or otherwise). The employee and their direct supervisor should consider the following before submitting a formal Teleworking Agreement:

1. Job Knowledge: Does the employee have the necessary knowledge to perform the required job tasks at home or does the employee need close supervision or input from others that is only available at the office?

2. Job Characteristics: Does the job lend itself to self-directed activities? Can priorities be easily established? Can the time of the activities be managed effectively by the employee?

3. Task Scheduling: Does the individual already work alone handling information tasks such as thinking, planning, coordinating, writing, reading, analysis, teleconferencing, computer programming, word processing or data entry? Can tasks, which can be completed away from the office, be grouped and scheduled for teleworking days? Can staff meetings and conferences be grouped and scheduled for non-teleworking days or accommodated through other means (e.g., teleconferencing)?

4. Public/District Contacts: What portion of the job is devoted to face-to-face contact with other departments, students, and the public or internal staff? Can this contact be structured to allow for communication via phone or computer, or grouped into non-teleworking days, or can alternatives be established to provide this contact on teleworking days?

5. Reference Materials: What portion of the job requires the use of reference materials or resources located in the designated work site? Can these resources be easily taken home for a day or two without interfering with co-workers' job performance? Are these resources available through other means such as a computer accessible library service?

6. Use of Computers: Will response time on computer equipment used at home be fast enough to allow for required productivity? If network access is needed, does the correct connectivity exist? Has the employee completed training for and demonstrated an adequate level of skill in use of the computer and software that will be used for teleworking?

7. Special Equipment: What portion of the job relies upon access to photocopiers, fax capabilities or other specialized equipment? Can access be managed to allow teleworker's needs to be met on non-teleworking days or can these needs be satisfied at a facility near the employee's teleworking office?

8. Information Security: What portion of the job uses secured or otherwise confidential information and can the integrity of that information be secured in accordance with information security policies?

The employee's supervisor and division/department head will consider all relevant factors including, but not limited to, the eligibility requirements noted in Section IV (C) below, in determining whether to grant the employee's request to telework.

C. Departmental Review Criteria

The employee's supervisor and division/department head will consider all requests to telework on an individual basis utilizing criteria that includes, but is not limited to:

1. The employee's prior work history and demonstration of work qualities and skills ideal for teleworking including, but not limited to:

    a. Self-motivated;
    b. Self-disciplined;
    c. Responsive;
    d. Organized;
    e. Productive;
    f. Honest;
    g. Satisfactory communication skills;
    h. Satisfactory time management skills;
    i. Demonstrated conscientious observance of work hours; and
    j. Demonstrated timeliness in meeting deadlines.

2. The operational needs of the employee's department, program, and the District to support the best interests of students, staff, and the campus community. This may include, but is not limited to, items such as relationship building, culture, process knowledge, etc.;

3. The ability of the employee to perform their specific job duties from a location separate from their District Worksite without diminishing the quantity or quality of the work performed based on the criteria outlined in Section IV (B) above;

4. The portability of the employee's work;

5. The ability to create a functional, reliable, and secure Alternate Worksite for the employee at a reasonable cost;

6. The risk factors associated with performing the employee's job duties from a location separate from their District Worksite;

7. The ability to measure the employee's work performance from a location separate from their District Worksite;

8. Departmental and/or program efficiency and service are not adversely affected;

9. Regular hours to meet departmental needs are maintained;

10. Undue burdens are not placed on other employees or supervisors;

11. The employee's supervisory responsibilities; and

12. The employee's need for supervision.

D. Teleworking Agreement

If the employee's supervisor and the division/department head determine that the employee is eligible to telework, the employee must enter into a Teleworking Agreement with the District. If approved, the Agreement will also be signed by the employee's supervisor, the division/department head, and the division vice president/president before the employee may telework. All Teleworking Agreements must be on file in the Human Resources department.

E. Duration of the Teleworking Agreement

The Teleworking Agreement must contain the approved duration and frequency the employee is authorized to telework under the Agreement. The duration and frequency of an employee's Teleworking Agreement will be determined by the employee's supervisor and the division/department head according to the operational needs of the District. No employee covered by this Policy shall be authorized to telework 100% of the time. Regular, on-campus presence is expected for all District employees on a weekly basis. Temporary exceptions to this requirement may be granted by the appropriate vice president.

A Teleworking Agreement must contain an approved regular and on-going schedule of days/hours of teleworking. Approval of an employee's requests to telework shall be at the sole discretion of the District and the teleworking may not commence until the employee receives written confirmation from their supervisor that the Teleworking Agreement has been approved.

A term agreement will be for up to one year, with a renewable term, but an agreement may be made for a shorter term. Renewal is not guaranteed. Employee performance, operational needs, and other circumstances will be considered by the supervisor in determining whether to renew the agreement.

In the absence of a District emergency, informal teleworking arrangements shall not be allowed. All teleworking arrangements must follow this Policy and receive prior approval.

V. Termination of Teleworking Agreement

The District may discontinue the Teleworking Agreement at any time. The District will provide the employee with ten (10) business days' advance notice unless extenuating circumstances make such notice impracticable. The District is not responsible for costs, damages, or losses associated with the termination of the Teleworking Agreement.

A. Termination of the Agreement by Manager

A supervisor may determine it is no longer in the best interest of the District to continue the teleworking arrangement and may terminate the agreement at any time by providing ten (10) business days' notice unless extenuating circumstances make such notice impracticable. For example, the arrangement results in a reduction in performance; does not enable training,

oversight, or any other supervision deemed necessary; the employee's tasks are no longer suitable for teleworking; work product, productivity, and/or accountability standards are not being met; or a short-term need or other situation arises.

B. Termination of the Agreement by Employee

An employee may seek to end the Teleworking Agreement by notifying the supervisor that they would like to discontinue teleworking. Employees are required to provide ten (10) business days' notice. The Teleworking Agreement may end sooner if both supervisor and employee agree.

VI. Work Schedule

A. Work Schedule

Participation in the teleworking program does not alter the employee's work schedule or rules governing work schedule in District policies and procedures. The employee's at-home work hours must conform to the schedule approved by their supervisor and must meet the needs of the District. Employees must adhere to their assigned work schedule and perform their work duties as if they are working at their District Worksite.

B. Communication & Accessibility

Employees must be accessible via telephone, email, videoconference, and/or network access to their supervisor and other District employees while teleworking, as if working at their District Worksite. Employees agree to fulfill all duties that require them to be at their District Worksite including, but not limited to, staff meetings, department meetings or activities, collaborations with coworkers, trainings, and interactions with students, other District employees, and the public.

Employees approved for teleworking need to be available to report to campus on short notice if necessary for business operations. This may include the requirement to report to campus on a regularly scheduled remote workday. Employees may also be required to report to campus in cases where they do not have internet access, network access, or are experiencing issues that impact their ability to work remotely, such as a loss of power. The District may terminate or modify the Teleworking Agreement if an employee fails to remain accessible.

C. Scheduled Hours and Overtime

Non-exempt employees must receive written authorization from their supervisor before performing any additional work outside of their assigned schedule while teleworking. This includes working overtime, extra-time, and/or compensatory time. The District will terminate the Teleworking Agreement for any non-exempt employee who fails to secure written authorization before teleworking outside their approved and scheduled work hours.

D. Meals and Rest Breaks

Non-exempt employees must take meal and rest breaks while teleworking, just as they would if they were reporting to work at their District Worksite.

E. Leave

Employees must request sick, vacation and other leaves of absences in accordance with the teleworker's working conditions manual, District Board Policies, or Administrative Procedures before taking the leave. Teleworking cannot be used in place of any type of leave.

VII. Work Standards

Employees authorized to perform work at an Alternate Worksite must meet the same standards of professionalism, productivity, and performance expected of District employees at District campuses in terms of job responsibilities, work product, responsiveness, timeliness of assignments, and contact/communication with students, other District employees, and the public.

Employees must continue to be responsible for performance of all job responsibilities required of their position. The employee's supervisor reserves the right to assign work to the employee as necessary at any worksite. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.

VIII. Alternate Worksite

A. Designated Workspace

The employee's designated Alternate Worksite must be quiet, free of distractions, and with reliable internet and/or wireless access. The employee must maintain the Alternate Worksite in a secure condition in order to preserve the confidentiality of District-related documents and content. The District retains the right to disapprove an employee's selection of a particular Alternate Worksite if the location is not appropriate to maintain the District's standards of professionalism.

Teleworking is not a substitute for dependent care. Employees must arrange in advance for any dependent care and other personal responsibilities to ensure that they can work at the Alternate Worksite without adversely affecting normal work duties or professionalism. Employees must be free to perform their job responsibilities during the hours their work schedule requires.

The Alternate Worksite is an extension of the District's Worksite only when used for work. All existing workplace health and safety rules, as well as all existing employment laws, rules, and policies, apply the same as they would for employees reporting to a District Worksite. The District is not responsible for any injuries to family members, visitors, or other guests at the employee's Alternate Worksite. The teleworking employee shall not have any business guests at a residence designated as an Alternate Worksite.

The District retains the right to make prearranged on-site inspections of the Alternate Worksite during scheduled work hours to ensure compliance with this Policy.

B. Equipment

1. District Owned Equipment

District Owned Equipment located at the Alternate Worksite is subject to all laws, District policies and procedures, and other restrictions related to the use of District-owned property. Only the employee working under the Teleworking Agreement may use District Owned Equipment, and this use is limited to purposes related to District business. The employee is responsible for seeing that District Owned Equipment is used properly. Refer to AP 6535, Use of District Equipment.

2. Employee Owned Equipment

Employee participation in teleworking is completely voluntary. Accordingly, the employee is responsible for the maintenance and repair of their own equipment used for teleworking. The District is not liable for damage to employee owned equipment used in teleworking or that may result from teleworking. The District is not responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, telephone, internet, cell phone, insurance, etc.) associated with the employee's teleworking.

3. Technical Support

The District will provide technical support to teleworking employees in the same manner as it provides to all employees for District owned equipment. Employees in need of technical support must bring the equipment to their District Worksite. If the employee needs specialized technical support beyond the types of technical support normally provided by the District to all employees, the employee must purchase private technical support.

In the event of delay in repair or replacement of equipment, resolution of technical issues or any other similar circumstance making it impossible for the employee to telework, the employee must work from their District Worksite until the issue is resolved.

IX. Information Security and Recordkeeping

Employees must take reasonable precautions to ensure their devices (e.g. computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the District's network and must close or secure all connections to District desktop or system resources (e.g. remote desktop, virtual private network connections, etc.) when not conducting work for the District. Employees must maintain adequate firewall and security protection on all such devices used to conduct District work from the Alternate Worksite.

Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from the Alternate Worksite or transport from their District Worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their District Worksite to the Alternate Worksite (such as family and visitors at the employee's Alternate Worksite).

Employees may not remove confidential or sensitive information from their District Worksite. Confidential and sensitive information may not be electronically accessed, copied, downloaded or transferred to an unapproved electronic media except as permitted and authorized by established policy and procedure, as needed in the performance of legitimate work responsibilities, and with the express approval of the employee's supervisor or manager.

Employees must return all records, documents, and correspondence to the District at the termination of the Teleworking Agreement or upon request by any District administrator. Refer to BP 3720 Computer and Network Use.

X. Tax Consequences and Local Zoning Regulations

This Policy makes no representations regarding the tax consequences of the employee teleworking. The employee is responsible for addressing and resolving any questions about the employee's ability to deduct expenses related to teleworking. The tax implications of utilizing a home office are the responsibility of the employee.

The employee alone is responsible for conformance with any local zoning regulations.

Miscellaneous Provisions

1. All other terms and conditions of work shall be conducted in accordance with the current Classified Administrators' Working Conditions Manual.

2. Unless subsequent modifications to this MOU are negotiated, this MOU will sunset on December 31, 2023.

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

Sunita V. Cooke, Ph.D.	Mina Hernandez
_____	_____
Signature Date	Signature Date
Superintendent/President	President
MiraCosta Community College District	MCCCDCAA

Subject: **Ratify Memorandum of Understanding 23-01 between the MiraCosta Community College District and Classified Senate**	**Attachment:** **Memorandum of Understanding 23-01 between the MiraCosta Community College District and Classified Senate**
Category: **Consent 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** ✓
Recommended: **Charlie Ng** **Assistant Superintendent/Vice President, Human Resources**	**Approved for Consideration:** **Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

The district and Classified Senate reached an agreement that establishes a telework agreement. The attached Memorandum of Understanding (MOU) is not intended to change the terms of the Classified Senate Employee Manual, but is instead a one-time, non-precedent setting agreement between the parties for the 2023 calendar year.

STATUS

The district has negotiated the terms and conditions of work to be performed and compensation to be paid and agreed to the attached MOU with the Classified Senate.

RECOMMENDATION

Ratify Memorandum of Understanding 23-01 between the MiraCosta Community College District and Classified Senate, as stated.

MOU Between the
MiraCosta Community College District and
MiraCosta Community College District – Classified Senate
23-01

This Memorandum of Understanding (“MOU”) is entered into by and between the MiraCosta Community College District (hereinafter referred to as "District") and the MiraCosta Community College District – Classified Senate (hereinafter referred to as "Senate") (hereinafter collectively referred to as the “Parties”).

TERMS

I. General Policy Statement

Flexible work, including flexible work schedules and telework, enables employees to achieve a more successful balance between work responsibilities and family life. Flexible work also offers several benefits to the District including higher employee morale, lower absenteeism, increased retention, increased productivity, and recruitment advantages.

The implementation of flexible work will be based on the following principles:

D. Student-Centeredness: While pursuing the District’s mission, performing the work of the District’s commitment statement and institutional goals, flexible work is intended to support these pursuits while being student-centered.

E. Inclusion and Equitable Access: The District values equitable access for employees to flexible work opportunities. Flexible work is arranged on an individual basis and may not be the same for each person depending on individual work positions and the needs of the District.

F. Employees are Unique and Independent People: The District values employees, recognizing they have full lives outside of work. Flexible work assists employees by providing them with the opportunity to fulfill responsibilities, avoid daily gridlock, promote environmental sustainability, and maintain a sense of control over their work/life balance.

Flexible work may be authorized to eligible employees provided it serves the operational needs of the District in serving students based on these principles.

II. Flexible Work Schedules

The workday for full-time employees is based on an eight-hour day and a forty-hour workweek. Hours for the beginning and ending of shifts are to be established by the

superintendent/president, the division vice president, or their designee based on operational need.

Some employees may be assigned to a four-consecutive-day workweek of ten (10) hours per day (4/10), with the concurrence of the employee and all supervisors in the employee's chain of command, including the appropriate division vice president/president. The District also may establish a nine-hour-per-day, eighty-hour-per-two-week work schedule (9/80), provided the establishment of the work schedule has the concurrence of the employee and all supervisors in the employee's chain of command, including the appropriate division vice president/president. When a 9/80 work schedule is established, it shall consist of nine work days–eight nine-hour days and one eight-hour day.

Such agreements may be established on either an individual or a department-wide basis. No employee or group of employees shall be expected or required to accept a flexible workweek assignment.

III. Telework

D. Policy Statement

Teleworking is an alternate work arrangement in which an authorized employee may work from an Alternate Worksite instead of commuting to their District Worksite. Teleworking is a benefit, which the District may grant under appropriate circumstances considering the operational needs of the District and the provisions of this Policy. No employee is guaranteed the right to telework.

The decision to authorize an employee to telework is within the District's sole discretion. Not every job is eligible or adaptable to a teleworking work arrangement. There is no assurance that a teleworking arrangement can be provided or approved by the District. An employee's participation in teleworking is completely voluntary.

E. Definitions

5. **Alternate Worksite:** A designated location other than a District Worksite, usually in the employee's home, where the employee's Teleworking Agreement authorizes them to perform job duties and responsibilities.

6. **District Worksite:** The District location(s) for an employee is the location of the regular worksite for the employee's position (e.g., the place where the employee would normally work absent a Teleworking Agreement), such as the Oceanside Campus, San Elijo Campus, Community Learning Center, and/or the Technology Career Institute and North San Diego Small Business Development Center.

7. **District Owned Equipment:** Equipment including but not limited to software, hardware, electronic devices, cell phones, smart phones, tablets, laptops, computers, records, materials, furniture and/or other office equipment owned by the District, which the

District allows the employee to use at the Alternate Worksite to conduct work for the District.

8. **Telework or Teleworking:** A work arrangement where an employee performs work for the District at an Alternate Worksite one or more days per week.

F. Employment Relationship

Neither this Policy nor the Teleworking Agreement or the employee's participation in teleworking alters the duties, obligations, responsibilities, or conditions of the employee's employment with the District. Neither this Policy nor the Teleworking Agreement or the employee's participation in teleworking relieves the employee from the obligation to observe all applicable District rules, policies, and procedures and those of their department.

All existing terms and conditions of employment, including but not limited to the job/position description, salary, benefits, vacation, sick leave, and overtime remain the same as if the employee worked exclusively at their District Worksite.

The approval, denial, modification, or termination of the telework agreement is not a grievable issue.

IV. Approval Process

F. Eligibility Criteria

Permanent classified employees and administrators are eligible for participation in the teleworking program. Probationary and temporary employees are not eligible to participate unless approved by the appropriate vice president. Employees serving in a training capacity or providing a service that must be conducted on campus will not normally be approved to participate in the teleworking program on a regular, ongoing basis. This Policy does not apply to faculty.

The following classifications are not eligible to telework under this policy: Building Maintenance Mechanic, CLC Maintenance Technician, Copy Center Technician, Copy Operator, Custodian, Custodial Maintenance Worker, Custodial Supervisor, Energy Management Control Specialist, Facilities Manager, Gardener/Groundkeeper, Grounds Maintenance Specialist, Grounds Supervisor, HVAC Technician, Irrigation Specialist, Lead Building Maintenance Mechanic, Lead Custodian, Lead Groundskeeper, Lead Vehicle and Equipment Mechanic, Locker Room Safety Assistant, Warehouse/Mailroom Technician, Warehouse Supervisor, Police Communications/Records Supervisor, Police Community Services Officer, Police Dispatch/Records Technician, Police Officer, Police Sergeant, Police Services Officer, Police Support Assistant, Refuse and Recycling Worker, and Vehicle and Equipment Maintenance Assistant. A temporary exception may be granted by the appropriate vice president (e.g., full-day trainings, workshops, or meetings conducted virtually, etc.).

This list of positions is not exhaustive, and the District reserves the right to identify other positions that are not eligible for teleworking.

G. Employee Request to Telework

Participation in the District teleworking program should be based on the ability of the employee to perform tasks that can be completed from remote locations, such as a home office and the supervisor's assessment of the employee's ability to complete those tasks satisfactorily. An employee who wants to telework must submit a written request to their supervisor (via email or otherwise). The employee and their direct supervisor should consider the following before submitting a formal Teleworking Agreement:

9. Job Knowledge: Does the employee have the necessary knowledge to perform the required job tasks at home or does the employee need close supervision or input from others that is only available at the office?

10. Job Characteristics: Does the job lend itself to self-directed activities? Can priorities be easily established? Can the time of the activities be managed effectively by the employee?

11. Task Scheduling: Does the individual already work alone handling information tasks such as thinking, planning, coordinating, writing, reading, analysis, teleconferencing, computer programming, word processing or data entry? Can tasks, which can be completed away from the office, be grouped and scheduled for teleworking days? Can staff meetings and conferences be grouped and scheduled for non-teleworking days or accommodated through other means (e.g., teleconferencing)?

12. Public/District Contacts: What portion of the job is devoted to face-to-face contact with other departments, students, and the public or internal staff? Can this contact be structured to allow for communication via phone or computer, or grouped into non-teleworking days, or can alternatives be established to provide this contact on teleworking days?

13. Reference Materials: What portion of the job requires the use of reference materials or resources located in the designated work site? Can these resources be easily taken home for a day or two without interfering with co-workers' job performance? Are these resources available through other means such as a computer accessible library service?

14. Use of Computers: Will response time on computer equipment used at home be fast enough to allow for required productivity? If network access is needed, does the correct connectivity exist? Has the employee completed training for and demonstrated an adequate level of skill in use of the computer and software that will be used for teleworking?

15. Special Equipment: What portion of the job relies upon access to photocopiers, fax capabilities or other specialized equipment? Can access be managed to allow teleworker's needs to be met on non-teleworking days or can these needs be satisfied at a facility near the employee's teleworking office?

16. Information Security: What portion of the job uses secured or otherwise confidential information and can the integrity of that information be secured in accordance with information security policies?

The employee's supervisor and division/department head will consider all relevant factors including, but not limited to, the eligibility requirements noted in Section IV (C) below, in determining whether to grant the employee's request to telework.

H. Departmental Review Criteria

The employee's supervisor and division/department head will consider all requests to telework on an individual basis utilizing criteria that includes, but is not limited to:

13. The employee's prior work history and demonstration of work qualities and skills ideal for teleworking including, but not limited to:

    k. Self-motivated;
    l. Self-disciplined;
    m. Responsive;
    n. Organized;
    o. Productive;
    p. Honest;
    q. Satisfactory communication skills;
    r. Satisfactory time management skills;
    s. Demonstrated conscientious observance of work hours; and
    t. Demonstrated timeliness in meeting deadlines.

14. The operational needs of the employee's department, program, and the District to support the best interests of students, staff, and the campus community. This may include, but is not limited to, items such as relationship building, culture, process knowledge, etc.;

15. The ability of the employee to perform their specific job duties from a location separate from their District Worksite without diminishing the quantity or quality of the work performed based on the criteria outlined in Section IV (B) above;

16. The portability of the employee's work;

17. The ability to create a functional, reliable, and secure Alternate Worksite for the employee at a reasonable cost;

18. The risk factors associated with performing the employee's job duties from a location separate from their District Worksite;

19. The ability to measure the employee's work performance from a location separate from their District Worksite;

20. Departmental and/or program efficiency and service are not adversely affected;

21. Regular hours to meet departmental needs are maintained;

22. Undue burdens are not placed on other employees or supervisors;

23. The employee's supervisory responsibilities; and

24. The employee's need for supervision.

I. Teleworking Agreement

If the employee's supervisor and the division/department head determine that the employee is eligible to telework, the employee must enter into a Teleworking Agreement with the District. If approved, the Agreement will also be signed by the employee's supervisor, the division/department head, and the division vice president/president before the employee may telework. All Teleworking Agreements must be on file in the Human Resources department.

J. Duration of the Teleworking Agreement

The Teleworking Agreement must contain the approved duration and frequency the employee is authorized to telework under the Agreement. The duration and frequency of an employee's Teleworking Agreement will be determined by the employee's supervisor and the division/department head according to the operational needs of the District. No employee covered by this Policy shall be authorized to telework 100% of the time. Regular, on-campus presence is expected for all District employees on a weekly basis. Temporary exceptions to this requirement may be granted by the appropriate vice president.

A Teleworking Agreement must contain an approved regular and on-going schedule of days/hours of teleworking. Approval of an employee's requests to telework shall be at the sole discretion of the District and the teleworking may not commence until the employee receives written confirmation from their supervisor that the Teleworking Agreement has been approved.

A term agreement will be for up to one year, with a renewable term, but an agreement may be made for a shorter term. Renewal is not guaranteed. Employee performance, operational needs, and other circumstances will be considered by the supervisor in determining whether to renew the agreement.

In the absence of a District emergency, informal teleworking arrangements shall not be allowed. All teleworking arrangements must follow this Policy and receive prior approval.

V. Termination of Teleworking Agreement

The District may discontinue the Teleworking Agreement at any time. The District will provide the employee with ten (10) business days' advance notice unless extenuating circumstances make such notice impracticable. The District is not responsible for costs, damages, or losses associated with the termination of the Teleworking Agreement.

C. Termination of the Agreement by Manager

A supervisor may determine it is no longer in the best interest of the District to continue the teleworking arrangement and may terminate the agreement at any time by providing ten (10) business days' notice unless extenuating circumstances make such notice impracticable. For example, the arrangement results in a reduction in performance; does not enable training, oversight, or any other supervision deemed necessary; the employee's tasks are no longer suitable for teleworking; work product, productivity, and/or accountability standards are not being met; or a short-term need or other situation arises.

D. Termination of the Agreement by Employee

An employee may seek to end the Teleworking Agreement by notifying the supervisor that they would like to discontinue teleworking. Employees are required to provide ten (10) business days' notice. The Teleworking Agreement may end sooner if both supervisor and employee agree.

VI. Work Schedule

F. Work Schedule

Participation in the teleworking program does not alter the employee's work schedule or rules governing work schedule in District policies and procedures. The employee's at-home work hours must conform to the schedule approved by their supervisor and must meet the needs of the District. Employees must adhere to their assigned work schedule and perform their work duties as if they are working at their District Worksite.

G. Communication & Accessibility

Employees must be accessible via telephone, email, videoconference, and/or network access to their supervisor and other District employees while teleworking, as if working at their District Worksite. Employees agree to fulfill all duties that require them to be at their District Worksite including, but not limited to, staff meetings, department meetings or activities, collaborations with coworkers, trainings, and interactions with students, other District employees, and the public.

Employees approved for teleworking need to be available to report to campus on short notice if necessary for business operations. This may include the requirement to report to campus on a regularly scheduled remote workday. Employees may also be required to report to campus in cases where they do not have internet access, network access, or are experiencing issues that impact their ability to work remotely, such as a loss of power. The District may terminate or modify the Teleworking Agreement if an employee fails to remain accessible.

H. Scheduled Hours and Overtime

Non-exempt employees must receive written authorization from their supervisor before performing any additional work outside of their assigned schedule while teleworking. This includes working overtime, extra-time, and/or compensatory time. The District will terminate

the Teleworking Agreement for any non-exempt employee who fails to secure written authorization before teleworking outside their approved and scheduled work hours.

I. Meals and Rest Breaks

Non-exempt employees must take meal and rest breaks while teleworking, just as they would if they were reporting to work at their District Worksite.

J. Leave

Employees must request sick, vacation and other leaves of absences in accordance with the teleworker's working conditions manual, District Board Policies, or Administrative Procedures before taking the leave. Teleworking cannot be used in place of any type of leave.

VII. Work Standards

Employees authorized to perform work at an Alternate Worksite must meet the same standards of professionalism, productivity, and performance expected of District employees at District campuses in terms of job responsibilities, work product, responsiveness, timeliness of assignments, and contact/communication with students, other District employees, and the public.

Employees must continue to be responsible for performance of all job responsibilities required of their position. The employee's supervisor reserves the right to assign work to the employee as necessary at any worksite. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.

VIII. Alternate Worksite

C. Designated Workspace

The employee's designated Alternate Worksite must be quiet, free of distractions, and with reliable internet and/or wireless access. The employee must maintain the Alternate Worksite in a secure condition in order to preserve the confidentiality of District-related documents and content. The District retains the right to disapprove an employee's selection of a particular Alternate Worksite if the location is not appropriate to maintain the District's standards of professionalism.

Teleworking is not a substitute for dependent care. Employees must arrange in advance for any dependent care and other personal responsibilities to ensure that they can work at the Alternate Worksite without adversely affecting normal work duties or professionalism. Employees must be free to perform their job responsibilities during the hours their work schedule requires.

The Alternate Worksite is an extension of the District's Worksite only when used for work. All existing workplace health and safety rules, as well as all existing employment laws,

rules, and policies, apply the same as they would for employees reporting to a District Worksite. The District is not responsible for any injuries to family members, visitors, or other guests at the employee's Alternate Worksite. The teleworking employee shall not have any business guests at a residence designated as an Alternate Worksite.

The District retains the right to make prearranged on-site inspections of the Alternate Worksite during scheduled work hours to ensure compliance with this Policy.

D. Equipment

4. District Owned Equipment

District Owned Equipment located at the Alternate Worksite is subject to all laws, District policies and procedures, and other restrictions related to the use of District-owned property. Only the employee working under the Teleworking Agreement may use District Owned Equipment, and this use is limited to purposes related to District business. The employee is responsible for seeing that District Owned Equipment is used properly. Refer to AP 6535, Use of District Equipment.

5. Employee Owned Equipment

Employee participation in teleworking is completely voluntary. Accordingly, the employee is responsible for the maintenance and repair of their own equipment used for teleworking. The District is not liable for damage to employee owned equipment used in teleworking or that may result from teleworking. The District is not responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, telephone, internet, cell phone, insurance, etc.) associated with the employee's teleworking.

6. Technical Support

The District will provide technical support to teleworking employees in the same manner as it provides to all employees for District owned equipment. Employees in need of technical support must bring the equipment to their District Worksite. If the employee needs specialized technical support beyond the types of technical support normally provided by the District to all employees, the employee must purchase private technical support.

In the event of delay in repair or replacement of equipment, resolution of technical issues or any other similar circumstance making it impossible for the employee to telework, the employee must work from their District Worksite until the issue is resolved.

IX. Information Security and Recordkeeping

Employees must take reasonable precautions to ensure their devices (e.g. computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the District's network and must close or secure all connections to District desktop or system resources (e.g. remote desktop, virtual private network connections, etc.) when not conducting work for the District. Employees must maintain adequate firewall and security protection on all such devices used to conduct District work from the Alternate Worksite.

Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from the Alternate Worksite or transport

from their District Worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their District Worksite to the Alternate Worksite (such as family and visitors at the employee's Alternate Worksite).

Employees may not remove confidential or sensitive information from their District Worksite. Confidential and sensitive information may not be electronically accessed, copied, downloaded or transferred to an unapproved electronic media except as permitted and authorized by established policy and procedure, as needed in the performance of legitimate work responsibilities, and with the express approval of the employee's supervisor or manager.

Employees must return all records, documents, and correspondence to the District at the termination of the Teleworking Agreement or upon request by any District administrator. Refer to BP 3720 Computer and Network Use.

X. Tax Consequences and Local Zoning Regulations

This Policy makes no representations regarding the tax consequences of the employee teleworking. The employee is responsible for addressing and resolving any questions about the employee's ability to deduct expenses related to teleworking. The tax implications of utilizing a home office are the responsibility of the employee.

The employee alone is responsible for conformance with any local zoning regulations.

Miscellaneous Provisions

3. All other terms and conditions of work shall be conducted in accordance with the current Classified Senate Employee Manual.

4. Unless subsequent modifications to this MOU are negotiated, this MOU will sunset on December 31, 2023.

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

Sunita V. Cooke, Ph.D.	Carl Banks
_____	_____
Signature Date	Signature Date
Superintendent/President	President
MiraCosta Community College District	Classified Senate

Subject: **Approve Reorganization of Instructional Services: Dean, Nursing, Allied Health and Wellness Programs; Job Description: Dean, Nursing, Health and Wellness**	**Attachment:** **Job Description** **Dean, Nursing, Health and Wellness**
Category: **Consent 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**
Recommended: **Charlie Ng** **Assistant Superintendent/Vice President, Human Resources**	**Approved for Consideration:** **Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

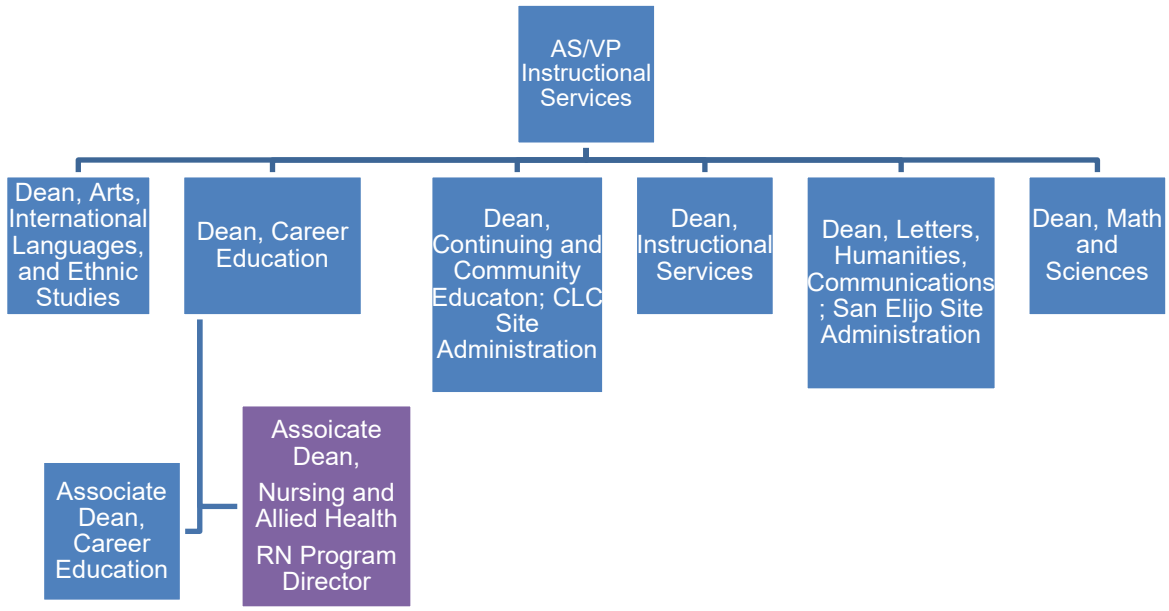
The purpose of this reorganization is to create a Dean of Nursing, Allied Health and Wellness position replacing the existing Associate Dean of Nursing and Allied Health. Upon the retirement of the associate dean, the assistant superintendent/vice president of Instructional Services and dean of Career Education met with faculty leads and staff in the area to assess the workload of the existing position and identify gaps in service. Faculty and staff identified significant changes to operations related to regional systems for clinical placement as well as significant clinical placement challenges for student's post-pandemic. Faculty and staff also identified challenges in having an associate dean also be responsible for managing one of the many allied health programs. In review of these discussions and in consideration of the difficulties in finding and hiring Allied Health deans, the determination was made to reclassify the existing position and broaden the scope of the position. Reclassification of the position reflects the actual breadth of work and will make the position more competitive. This change will also better align to MiraCosta's Academic and Career Pathways (ACP) and the dean will support the work of the Health Sciences ACP. Labor market indicators demonstrate supply gaps across almost all health occupations in the San Diego region, according to recent reports by the Centers of Excellence; a dean overseeing these areas would be able to help support the growth of new, in-demand academic programs as that dean would not be managing the day-to-day operations of the RN program. The new dean will also be able to support the development of the new health and wellness complex being constructed on the Oceanside campus and provide supervision of the programs that will be housed in that complex.

STATUS

The current organization for instructional services has six deans overseeing academic areas and instructional centers, with two associate deans reporting to the Dean, Career Education

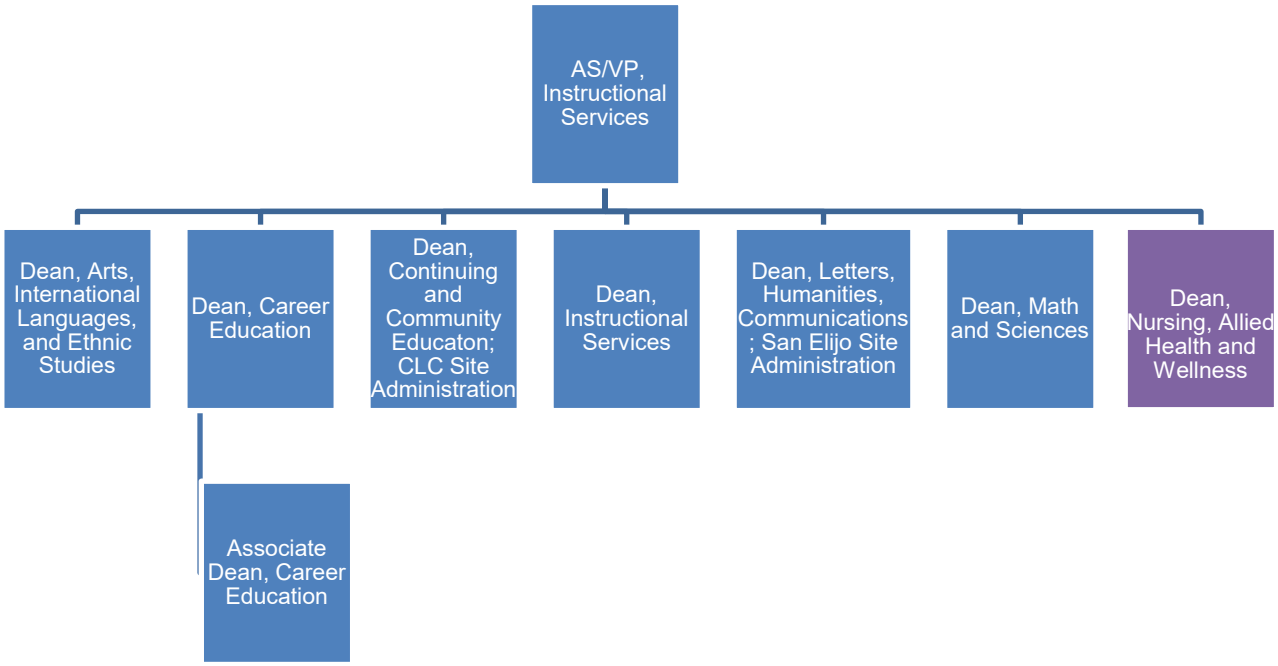
(see organization chart below). The Full Time Equivalency will remain the same, but there will be an estimated $25,000 cost increase in salary plus $6,575 in benefits based on the difference between associate dean to dean, per the administrator salary schedule.

CURRENT:

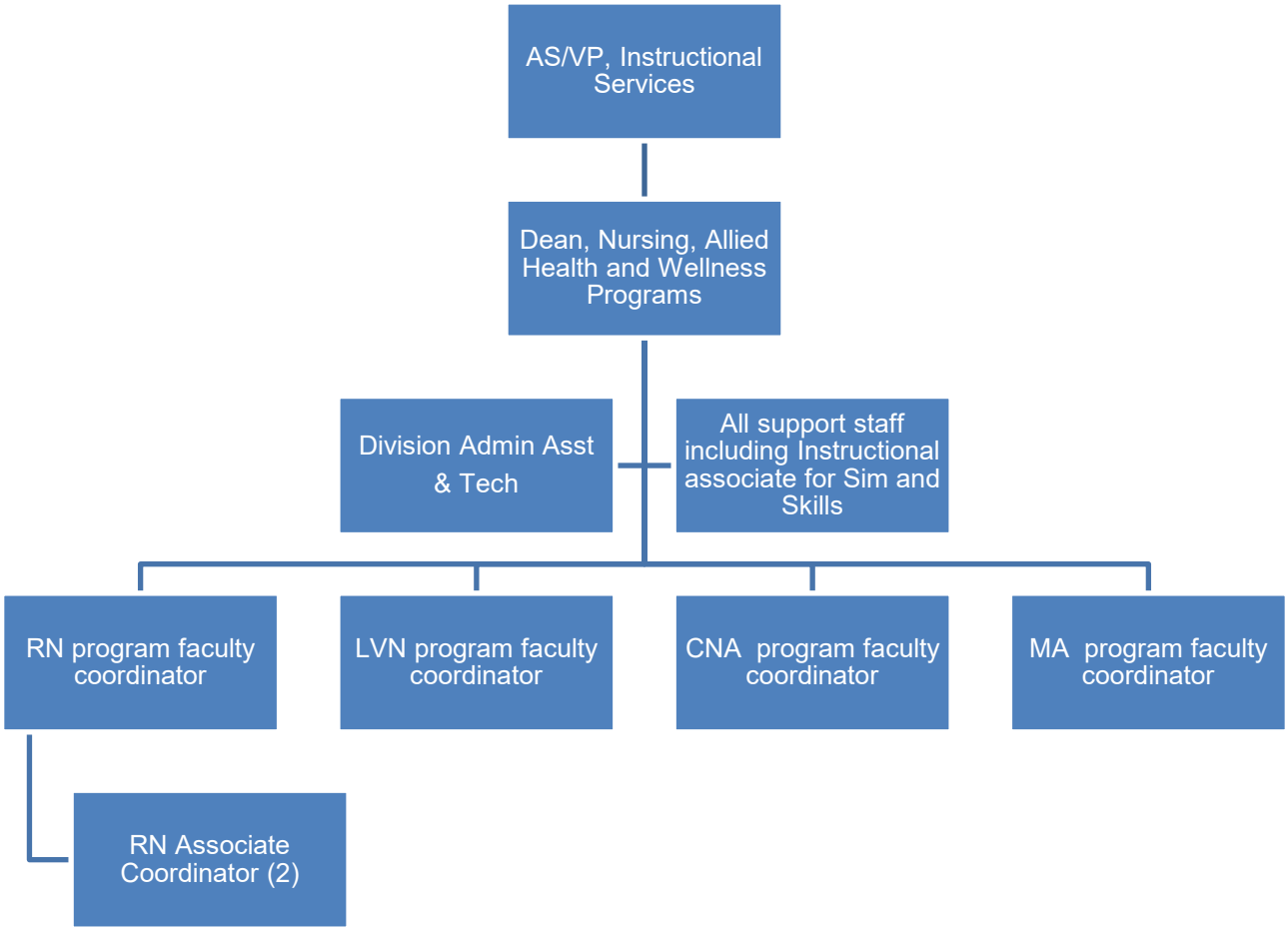


The new organization for Instructional Services will have seven deans, with one associate dean reporting to the Dean, Career Education (see organization chart below). The FTE will remain the same, but there will be a potential cost increase from moving a position from associate dean to dean as per the administrator salary schedule depending on initial salary placement.

PROPOSED:



In addition to the dean position, the district has noted the difficulty of finding and hiring qualified administrators to supervise the Registered Nursing (RN) program. Given the administrative scope of the position, the recommendation is to add a new faculty reassigned time position to coordinate the RN program. The Nursing and Allied Health department already has three faculty reassigned to coordinate the regulatory requirements of the Licensed Vocational Nursing, Certified Nursing Assistant, and Medical Assistant programs. This new reassigned time coordinating position would parallel the other existing faculty leadership structures in the department.



The cost associated with the creation of this new reassignment will be based on the associate faculty cost to backfill courses of $28,000 for the full-time faculty 15.0 LHE reassignment.

RECOMMENDATION

Approve reorganization of Instructional Services: Dean, Nursing, Allied Health and Wellness Programs; job description: Dean, Nursing, Allied Health and Wellness as stated.

Subject:	Attachment:
Approve Purchase for Wireless Access Points Replacement/Upgrade Project	ePlus Quote
Category: Consent 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
Recommended: Tim Flood Assistant Superintendent/Vice President, Administrative Services	**Approved for Consideration:** Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The district is in the process of its routine refresh/replacement of 191 indoor wireless access points. The equipment ranges from five to seven years old, and is nearing technological "end of life" and manufacturer support. Information Technology Services (ITS) has identified new equipment that supports the latest Wi-Fi standards and increases the capacity to replace the current indoor wireless access points at the San Elijo campus, Technology Career Institute, and Oceanside campus locations. The wireless access points at the Community Learning Center were replaced 18 months ago and are therefore not included in this replacement project.

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. This Agreement 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 ITS department's replacement budget. This purchase includes equipment and hardware/software maintenance with a procurement cost of $309,398.51, 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 amount of $309,398.51.

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	Valid for	Terms	Quote#
December 9, 2022	30 days	Net 30 Days	[redacted]

Model Number	Description	Qty	Unit Price	Extended Price
	This quote is pursuant to Cisco NASPO ValuePoint DataCom Master Agreement # AR3227 and California PA # 7-20-70-47-01. The GSPD 401IT – General Provisions – Information Technology Statement of Work terms apply to all orders and supersede the corresponding Sections of the GSPF40IT terms. Authorized purchasers issuance of purchase order(s) is deemed acceptance of these Statement of Work Terms.			
C9136I-B-EDU	Cisco Catalyst 9136I Series, Internal Antennas,-B Regulator	191	$ 1,235.00	$ 235,885.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	191	$ -	$ -
PI-LFAS-AP-T	Prime AP Term Licenses	191	$ -	$ -
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	191	$ -	$ -
C9136I-MULTI	Minimum Quantity = 10	191	$ -	$ -
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	191	$ -	$ -
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	191	$ -	$ -
SW9136-CAPWAP-K9	Capwap software for Catalyst 9136I	191	$ -	$ -
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	191	$ -	$ -
AIR-DNA-A-T-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	191	$ -	$ -
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	191	$ -	$ -
CDNA-A-C9136	Wireless Cisco DNA On-Prem Advantage, 9136 Tracking	191	$ -	$ -
DNA-A-3Y-C9136	C9136I Cisco DNA On-Prem Advantage,3Y Term,Trk Lic	191	$ -	$ -
AIR-DNA-EDU-A	Wireless Cisco DNA On-Prem Advantage, Term, EDU Lic	191	$ -	$ -
EDU-DNA-A-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, EDU Lic	191	$ 283.00	$ 54,053.00
D-DNAS-EXT-BUN-T	Cisco DNA Spaces Extend Term License for Cisco DNA	191	$ -	$ -
D-DNAS-EXT-BUN-3Y	Cisco DNA Spaces Extend for Cisco DNA - 3Year	191	$ -	$ -
			Subtotal:	**$ 289,938.00**

TOTAL:	**$ 289,938.00**
TAX:	**$ 19,460.51**
SHIPPING:	**$ -**
GRAND TOTAL:	**$ 309,398.51**

By placing an order wi h ePlus for products or services you agree to comply with he Terms and Condi ions 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 he 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: **Ratify and Approve Contracts and Purchase Orders**	**Attachment:** **Contract and Purchase Order Ratification List**
Category: **Consent 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**
Recommended: **Tim Flood** **Assistant Superintendent/Vice President, Administrative Services**	**Approved for Consideration:** **Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

Board Policy 6330—Purchasing and Contracts requires, in part, that all contracts valued at more than the current bid level, as specified in Public Contract Code §20651 et seq. (calendar year 2022 = $99,100.00), will be presented to the Board of Trustees for prior approval, but that contracts valued at less than the current Public Contract Code bid level may be presented to the board for ratification rather than prior to execution. All contracts ratified by the board shall be deemed to be fully executed district commitments and may not be subsequently cancelled, withheld or amended, unless determined by the vice president, administrative services to be a legally unenforceable obligation.

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

In accordance with Public Contract Code §22000 et seq. and Board Resolutions #13-10/11 and #14-10/11, the district may procure public works using the California Uniform Public Construction Cost Accounting Act (CUPCCAA) with a current bid limit of $200,000 for construction.

STATUS

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

RECOMMENDATION

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

Contract and Purchase Order Ratification List
November 22, 2022 – December 16, 2022

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**
22004637_PO	Botsford Construction Inc	Power and data for Facilities New Gates (Fac)	$18,270
22004747_PO	Powerland Equipment Inc	Horticulture Perimeter Fence Phase 2 Pre-Work (Fac)	$14,272
22004645_PO	GF1D Construction, LLC	Machine Shop Epoxy Floor Install (Fac)	$13,000
22004703_PO	ACCO Engineered Systems	Building 4800 Pump installation (Fac)	$11,933

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

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

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

POs from $25,000 – $99,100			
PO #	**Vendor**	**Description**	**Amount**
22004541_PO	Fisher Science Education	Instructional Equipment (Chem)	$98,345.43
22004599_PO	CDW Government Inc	Software Maintenance (ITS)	$83,310.13
22004696_PO	Fisher Science Education	Instructional Equipment (Chem)	$83,122.76
22004624_PO	Anthology, Inc of NY	Software Maintenance (ITS)	$70,096.00
22004575_PO	Modern Campus USA, Inc.	Software Maintenance (ITS)	$46,976.00
22004595_PO	Institute for the Future	Contract Services (Admin Services)	$35,000.00
22004712_PO	Monica Ellis-Blied [C]	Contract Services (Heath Serv)	$35,000.00
22004626_PO	Hit Labs, Inc.	Software Maintenance (ITS)	$32,754.60
22004671_PO	N2N Services Inc	Contract Services (Comm Ed)	$31,500.00
22004780_PO	Univision Communications Inc.	Advertising (PIO)	$27,062.50
22004618_PO	Blackhawk Network Inc.	Gas Cards (EOPS)	$25,023.00

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

POs from $10,000 – $24,999			
PO #	**Vendor**	**Description**	**Amount**
22004776_PO	Air Filter Supply a California Corporation	Supplies (Fac)	$21,737.46
22004679_PO	Fisher Science Education	Equipment (Bio)	$20,938.06
22004695_PO	AudienceView Ticketing Corporation	Contract Services (Art)	$20,000.00
22004650_PO	Arturo E. Ocampo	Contract Services (HR)	$20,000.00
22004623_PO	VWR International LLC	Supplies & Equipment (Bio)	$17,834.70
22004777_PO	Aztec Containers	Equipment (Fac)	$17,698.88
22004653_PO	Alliant Insurance Services, Inc.	Insurance (Risk Mgt)	$16,078.00
22004719_PO	L+L Printers	Printing (PIO)	$13,000.00
22004646_PO	Facebook Inc	Advertising (PIO)	$10,825.00
22004716_PO	VWR International LLC	Equipment (Biotec)	$10,650.05
22004573_PO	MedCerts, LLC	Contract Services (Comm Ed)	$10,000.00

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

POs from $5,000 – $9,999			
PO #	**Vendor**	**Description**	**Amount**
22004786_PO	New Leaf California LLC	Contract Services (Pur)	$9,662.50
22004647_PO	Spotify	Advertising (PIO)	$8,118.75
22004594_PO	Frost Hardwood	Equipment (Art)	$7,351.21
22004706_PO	Eppendorf North America Inc	Equipment (Biotec)	$6,715.83
22004708_PO	Bright Can-Achieve Limited	Contract Services (Int Stud)	$6,000.00
22004766_PO	CDW Government Inc	Equipment (ITS)	$5,554.29
22004760_PO	Perusall	Software Maintenance (Online Ed)	$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**
	No Entries This Month		

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

MOUs and Grants			
PO #	**Vendor**	**Description**	**Amount**
	No Entries This Month		

	Total Contract Expenditures: $852,830.15
	Total MOU Expenditures: $0.00
Ratify MCC purchase orders 22004538 through 22004661	

Capital Improvement Program Contract and Purchase Order Ratification List
November 22, 2022 – December 16, 2022

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 Period		

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

POs from $25,000			
PO #	**Vendor**	**Description**	**Amount**
22004736_PO	Elite Relocation Services	04216 Book Moving and Storage (OCN)	$58,416.12

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

POs from $10,000 – $24,999			
PO #	**Vendor**	**Description**	**Amount**
22004662_PO	Parron Hall Office Interiors	04207 Furniture for IDEA Chief and Admin Assistant in Admin Bldg.1000 (OCN)	$12,872.95
22004730_PO	Mobile Mini	04216 Lease of Two 40' Conex Boxes (OCN)	$10,000.00

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

POs from $0 – $9,999			
PO #	**Vendor**	**Description**	**Amount**
22004731_PO	Anixter Inc	04204 Lock Cores for HWH (OCN)	$7,080.74
22004751_PO	Advanced Environmental Group Inc	04202 Develop Specifications and Perform Third Party Monitoring (OCN)	$5,980.00
22004579_PO	Advanced Environmental Group Inc	04216 Conduct Asbestos and Lead Survey (OCN)	$3,750.00

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**
22004064_PO	Dudek	04112 Change Order 1 (SAN)	$21,204.00
22003186_PO	National Security Works	04004 Change Order 1 (CLC)	$919.76

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**
22004509_PO	Conant Construction	04109 Change Order 11 (SAN)	$180,000.00
22003303_PO	Swinerton Builders	04203 Change Order 32 (OCN)	$94,542.00
22003301_PO	Caliba Inc	04207 Change Order 9 (OCN)	$88,528.00
22003297_PO	Balfour Beatty Construction LLC	04204 Change Order 14 (OCN)	$71,250.48
22003304_PO	Balfour Beatty Construction LLC	04201 Change Order 13 (OCN)	$53,847.42

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

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

MM-17-001 – Architectural and Engineering Services Task Change Orders			
PO #	**Vendor**	**Description**	**Amount**
	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.J (10/19/17); and other applicable law, the following transactions were entered into and approved by the vice president, administrative services. The total approved funding authority under MM-17-002 is $4,300,000.

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

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

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

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

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

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

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

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

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

MM-19-013 – Inspector of Record Task Orders			
PO #	**Vendor**	**Description**	**Amount**
	No Entries This Period		

MM-19-013 – Inspector of Record Task Change Orders			
PO #	**Vendor**	**Description**	**Amount**
	No Entries This Period		

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

MM-19-014 – Special Inspection Task Orders			
PO #	**Vendor**	**Description**	**Amount**
	No Entries This Period		

MM-19-014 – Special Inspection Task Change Orders			
PO #	**Vendor**	**Description**	**Amount**
	No Entries This Period		

Total Contract Expenditures: $608,391.47
Ratify purchase orders — 22004579, 22004662, 22004730-22004731, 22004736, 22004751
Ratify purchase orders (Task Orders) — N/A
Ratify purchase orders (Contracts) — N/A

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

BACKGROUND

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

STATUS

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

Administrative Procedure 5035 is included for reference only.

RECOMMENDATION

For information only.

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

See Administrative Procedure 5035.

Adoption History:	4/20/10, 10/26/16
References:	Title 5, §59410
CCLC Update:	#1, 9/01, 10/20, 4/21
Steering:	VPSS

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

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

Effective Date:	4/20/10, 12/15/22
Periodic Review:	9/2/16
References:	Title 5, §59410
CCLC Update:	10/20, 4/21
Steering:	VPSS

Subject: **Annual District and Bond Measure MM Audit Services for FY2022/23**	**Attachment:** **None**
Category: **Information 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** ✓
Recommended: **Tim Flood** **Assistant Superintendent/Vice President, Administrative Services**	**Approved for Consideration:** **Sunita V. Cooke, Ph.D.** **Superintendent/President**

BACKGROUND

MiraCosta Board Policy/Administrative Procedure 6400 and under California Code of Regulations, title 5 (Title 5) section 59102, “Arrangements for annual audits for any fiscal year as required by section 84040 of the Education code shall be made final no later than the May 1 preceding that fiscal year.” Each district must inform the Chancellor’s Office of their audit arrangements and identify the auditor under contract no later than May 15 of each year. Financial audits require that the district contract for annual comprehensive fiscal audits by a certified public accountancy (CPA) firm by May 1.

Measure MM, a $455 million general obligation bond, authorized by Proposition 39, was passed by the voters of the MiraCosta Community College District on Nov. 8, 2016, to provide funding for needed repairs, upgrades, and new construction projects. Proposition 39 requires both a financial and a performance audit to ensure Measure MM is in compliance with Article XIIIA, Section 1(b)(3)(C) of the California Constitution.

STATUS

On April16, 2020, the board approved Eide Bailly LLP, https://www.eidebailly.com/, with a five (5) year contract to perform the district’s annual financial audit and the district’s General Obligation Bond *Measure MM* financial and performance audits. Eide Bailly LLP will perform the audit for FY2022/23 during FY2023/24, the fourth year of the contract.

Auditor's Fees:

Fees for District Audit Services, $325,000 total for five years:

FY2020/21, $64,000
FY2021/22, $64,500
FY2022/23, $65,000
FY2023/24, $65,500
FY2024/25, $66,000

Fees for the General Obligation Bond *Measure MM* Financial and Performance Audit Services, $51,000 total for five years:

FY2020/21, $10,200
FY2021/22, $10,200
FY2022/23, $10,200
FY2023/24, $10,200
FY2024/25, $10,200

RECOMMENDATION

For information only.

Subject:	Attachments:
Spring 2022 and Summer 2022 Credit Graduate List	Credit Graduate List
Category:	Type of Board Consideration:
Information	✓ Information Consent Action
	Approved for Consideration:
	Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The registrar certifies academic performance to ensure students are eligible to graduate.

STATUS

The list of the spring and summer credit graduates have been forwarded to the superintendent/ president for review and approval.

RECOMMENDATION

For information only.

Subject: Office of the President Report	Attachment: None
Category: College-Related Reports	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

Inclusion, Diversity, Equity, and Accessibility (IDEA)

Wendy Stewart and Kristina Londy are participating in the Standards of Professional Practice Institute through the National Association of Diversity Officers in Higher Education as a means of embedding the standards into the work of IDEA.

The newly formed Student Success, Equity, and Guided Pathways advisory is now underway with Zhenya Lindstrom and Wendy Stewart serving as co-chairs. The advisory is made of staff, faculty, and administrators and will be working with the regional Guided Pathway leads to map progress for current equity efforts towards gaps and ensuring student success across the college.

MiraCosta's "Year of Servingness" providing professional learning opportunities to shift the college from producing to serving Latine/Chicane students will continue throughout spring semester. MiraCostans will have an opportunity to engage in discussions around the concept of servingness and learn more about equity data for our Latine/Chicane students coupled with efforts to define and expand the college's HSI identity on our website and across the campus.

Progress continues towards the creation of multiple Social Justice and Equity Centers providing dedicated spaces for marginalized and minoritized students with an estimated timeline to open in 2025. The centers will include spaces for Academic Success and Equity programs as well as spaces centered on student success for all Black or African American, Latine/Chicane, LGBTQIA+, Pacific Islander, undocumented and dacamented, and system impacted students. The centers represent years of advocacy from students, faculty, administrators, staff, and the community.

MiraCosta College continues work around futures-thinking with an equity focus and has teamed up with CSUSM and CSULB to create a larger futures-oriented community and open the door for cross-campus collaborations. Luke Lara and Lauren McFall will once again teach

an introductory futures class available to all MiraCosta employees to continue to embed futures-thinking concepts into the college culture.

Office of Institutional Advancement (IA)

The Office of Advancement team includes the Public Information Office (PIO) and the Development/Foundation Office.

Government Relations / Outreach
In coordination with Student Life and Leadership, the Public Information Office coordinated two public education campaigns around the importance of voter registration and a Get Out and Vote (GOTV) campaign.

The following tactics were used in the communications strategy:

- Design, development, and maintenance of the Voter Information webpage(s): miracosta.edu/vote2022
- Utilized social media to educate students, staff, alumni, and the community
    - Sample videos:
        - Register to Vote
        - 2022 General Election: GOTV
- MiraCosta College was a polling location on 1 Barnard Drive, Oceanside
- Host and/or Communicated About Events:
    - **Title: Constitution Day**
      Date: September 17, 2022
    - **Title: History of Voting Rights in the U.S.**
      Date: September 22, 2022
    - **Title: Host 49th District Candidate Forum**
      Date: October 11, 2022
      Description: Meet the 49th Congressional District candidates, Mike Levin and Brian Maryott, and listen to their views on issues central to California's social and fiscal vitality. Free and open to the public.
    - **Title: League of Women Voters Hosts: Pros and Cons of California Initiatives**
      Date: October 20, 2022
    - **Title: MiraCosta College Presidential Visit from Joe Biden**
      Date: November 3, 2022
      Description: A political campaign processed a Civic Use Permit to utilize the gymnasium on the Oceanside Campus (1 Barnard Drive) for an event open to the public on Thursday, November 3, at 4:30 p.m. Civic-center permits are available for community use when such use does not conflict with district programs and operations.
    - **Title: Election Debrief: A Facilitated Discussion**
      Date: November 9, 2022

Media Relations
For the months of July - December 2022, MiraCosta had over 3,050 media mentions and 41 press releases. All are on the MiraCosta College news page. (Please note that 1,040 media mentions are due to the presidential visit to campus in November.)

Publications and Video Produced by the Public Information Office

- Produced credit and noncredit schedules

- Designed and developed the 2021/22 Annual Report
- 2022 MiraCosta Holiday Video Card
- Community Learning Center- Virtual Tour
- Spring 2023 Enrollment Promo Video
- Year End Ask
- Year End Top Ten Stories
- Career Education: Business & Technology, ACP Health Services, ACP Art, Music Tech,
- Student Services videos: Counseling, Testing & Proctoring, Student Accessibility,
- Oceanography video
- Foundation's Comprehensive Campaign's *This Changes Everything* video (and Spanish)
- President Cooke's Welcome Message
- Theatre Promotion video for Merry Wives of Windsor
- Foundation Giving Tuesday Ask: Video
- Community Leaders Breakfast: Video
- Alumni Holiday: Year End Video

Marketing and Communications

- During the fall 2022 semester, numerous college-related events were promoted online including theater, athletic, and music events. Marketing tactics included images, press releases, and promotional videos.
- To promote the upcoming spring 2023 semester, marketing tactics were deployed targeting North County San Diego. Digitals tactics include posting static images and running promotional videos on social media channels to urge potential students to apply and enroll for the new semesters. Numerous marketing emails were also pushed out to promote open courses to current students for the upcoming semester.
- In December 2022, the Top 10 Stories of 2022 was released via the MiraCosta NewsCenter and social media channels. The video looked back at the top 10 news stories that topped the MiraCosta NewsCenter in 2022 which included classified employee awards, scholarship recipients, athletes making history, and alumni successes.
- Continuing the use of TrueDialog, a cloud-based mobile text messaging, students who applied to MiraCosta College are texted a welcome message which provides information on how they can prepare for a successful start to their college journey. An average of 150-350 are texted personalized messages to welcome them to MiraCosta College.

MiraCosta Alumni Association

As of January 2023, the MiraCosta Alumni Association has 1,622 active members. Fiscal year 2022/23 goals include increased engagement through events and communication. In addition, a strategic plan for fiscal year 2023/24 will be drafted by June 30, 2022. Activities in the first half of this fiscal year include the following.

- **Biotech Alumnight Event:** Hosted by Alumni Association in partnership with the Biotech Department on September 16, 2022. Over 88 MiraCosta College current biotechnology students, alum, and community experts and supporters. In addition, Genentech and Gilead sponsored the event for a total of $7,500 in sponsorships.

- **Season's Greetings Video:** More than 13,200 alumni members and friends received a season's greetings video via email from the MiraCosta Alumni Association team. The purpose of the video was to wish alumni and friends happy holidays and thank them for their continued support to continue building alumni relationships:
- **Holiday Greetings Printed Postcard:** In collaboration with the Public Information Office, the MiraCosta Alumni Association produced and mailed a holiday postcard to almost 900 alumni and friends. The postcard included a call to action to remind individuals to give back to their alma mater via the "This Changes Everything" campaign.
- **MiraCosta Alumni Association Endowed Scholarship:** The MiraCosta Alumni Association Endowed Scholarship is 90 percent funded soon allowing the association to provide scholarships to at least one graduating Spartan.

Foundation Board and Staff Leadership
The Foundation's Executive and Governance and Nominations committees led the Foundation through a leadership transition, after Raye Clendening's appointment as MiraCosta College's Trustee for Area 6. In addition, Foundation/Development staff continued the hiring strategy, with two permanent staff members in place as of July 1, 2022 and four remaining to be hired (totaling 5.6 FTE when fully staffed).

- **Board:** At the August 2022 Quarterly Board Meeting, Dave McGuigan was named Foundation Board President and Janice Kurth was named Foundation Board Vice President.
- **Staff:** As of December, the Foundation has four permanent staff members (3.6 FTE)
    - In August 2022, Brian Astredo was hired as Foundation Specialist (bringing the total number of permanent Foundation/Development staff to three)
    - In September 2022, Tori Fishinger was promoted to Associate Director of Development (keeping the total number of permanent Foundation/Development staff at three)
    - In December 2022, Elizabeth Lurenana was hired at .6 FTE as Administrative Assistant - Foundation and Development (bringing the total number of permanent Foundation/Development staff to four). Elizabeth previously worked in MiraCosta College's Honors Program and had been temporarily supporting the Foundation/Development Office since February 2022.
    - The search for the Development Officer launched in December 2022.

Fundraising
In the first six months of the fiscal year (7/1/22 – 12/31/22), $763,902 in contributions were received, which includes $108,400 in private grants and is ahead of the goal. This brings the Comprehensive Campaign total revenue to $7,402,069 through December 31, 2022.

- **Giving Tuesday:** Promoted giving opportunities leading up to November 29, 2022 in social media, emails and online, raising $18,000
- **Year-End Appeal:** Mailed the Year-End Appeal in the Annual Report to 6,500 community members and donors, in addition to sharing electronically with more than 55,000, linking to the Giving landing page
- **Matching Gift Campaign:** The Foundation Board's $50,000 match was completed in December 2022

- **Stewardship:** With new Foundation Board and staff leadership, the focus is on in-person visits (including campus tours) and phone calls to donors. In addition, with support from MiraCosta's Horticulture Department and PIO team, staff delivered 50 poinsettias and mailed 160 holiday cards to major donors and Heritage Society members.

Student Support
The Foundation/Development supported 471 students with a total of $374,626 in financial assistance in the first six months of this fiscal year.

- **Student Scholarships:** Awarded $327,108 in student scholarships in Q1 and Q2
- **Direct Student Aid:** Awarded $47,518 in direct student aid to support 35 students with fees, transportation costs, food, and other essentials

College Grants
The foundation awarded a total of $33,890 in grants for ten projects, through two grantmaking cycles.

- **Innovation Grants:** Awarded $26,390 to nine innovation grant applicants in November 2022. A variety of projects were funded on campus, ranging from a community catalytic converter project, to sustainable design, to assisting students with school related needs.

- **Hatoff Tapestries Grant**: Funded by Julie and David Hatoff, this grant encourages faculty and staff to create activities, projects, and programs that echo the institution's goals and address heightening global awareness - bridging gaps between arts and sciences, staff and students, college and community, and more.
    - This is the second cycle of Hatoff Tapestries and the committee awarded $7,500 to the Día De Los Muertos Celebration for FY 2022/23
    - Highlights of this grant application include: Increase in cultural events that align with MiraCosta College's identity as a Hispanic Serving Institution. The coordination and collaboration across campuses and constituent groups.

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

- **Annual Scholarship Awards Celebration:** On August 26, the Foundation hosted more than 150 student scholars and donors, alongside family and friends.
- **Community Leaders Breakfast: Report to the Region:** This annual event was held on Friday, October 21, 2022, hosted by the Foundation Board in service of MiraCosta's students, faculty, and community.
    - District Superintendent/President Sunita V. Cooke, Ph.D. delivered the report to the region.
    - Student speakers included biotech student Gabriel Simpson and Associated Student Government President Monserrate Ayala.
    - Julie and David Hatoff received the 2022/23 Philanthropist of the Year award.
    - Foundation Vice President Janice Kurth announced the launch of the 'This Changes Everything: A Comprehensive Campaign for MiraCosta College'.
    - $50,000 match provided by the Foundation Board.

- Annual Report and branded coasters given to the more than 250 attendees.
- Sponsorships totaled $16,500 - a record for this event.

LIFE (Learning is for Everyone)
The LIFE group was established in 1995 to provide educational opportunities to their members and the MiraCosta College community, to promote lifelong learning. Members gather to listen to lectures on a variety of subjects ranging from arts, to wine tasting, to technology.

In 2020, the LIFE group events went virtual. Beginning in January, the LIFE group will begin meeting in person once again, at both the Oceanside and San Elijo campuses, with support from the office of advancement and MiraCosta College's facilities team.

- LIFE at Oceanside will kick off weekly in-person meetings on Friday January 13, 2023, in the boardroom.
- LIFE at San Elijo meets on select Fridays in conference room 1131.
- Information and Calendars can be found on MiraCosta's website
- The LIFE group provides scholarship funding for students, showing their love and appreciation of lifelong learning.

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

Throughout the fall semester, RPIE has completed many projects to support Strong Workforce Program (SWP) and Career Education (CE) efforts: Updated and expanded three dashboards for the Career Technical Education Outcomes Survey, SWP labor market data, and high school articulation; pulled the data for the biennial CE program reviews and created slides for the presentation to the Board; created a dashboard map that displays locations and companies across California where our Biomanufacturing graduates are now working; and provided data and statistics that are included in marketing flyers for each of our CE program areas. The team continues to support student retention and enrollment management efforts for both credit and noncredit programs, providing student contact lists, dashboard updates, and analyses to practitioners. In support of the Equal Employment Opportunity Plan efforts and guide future hiring initiatives, RPIE analyzed 5 years of noncredit faculty demographic and employment data. RPIE continues to provide support for the College's efforts around student learning outcomes. In addition to conducting regular data analyses for Core Competencies (and updates the Core Competencies Dashboard), the office completed a new dashboard to track Course Student Learning Outcomes (CSLO) and provided technical support for faculty in inputting CSLO assessment results into Anthology (SLO software). Lastly, the Office coordinated editing, production, and submission efforts of the Institutional Self Evaluation Report.