



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

REGULAR MEETING
4 P.M. – THURSDAY – JANUARY 27, 2022

[ZOOM Webinar Access](#)

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[How to Provide Public Comment](#)

AGENDA

- I. CALL TO ORDER
- II. FLAG SALUTE / ROLL CALL
- III. TELECONFERENCING OF MEETINGS (Action Required)
 - A. Approve Continued Observance of Resolution No. 4-21/22 Authorizing Teleconferencing for Meetings Pursuant to AB 361
- IV. APPROVE MEETING MINUTES
 - B. Special Meeting/Closed Session of December 16, 2021
 - C. Organizational Meeting of December 16, 2021
- V. PUBLIC COMMENT ON ITEMS ON AND NOT ON THE AGENDA

PLEASE NOTE: In accordance with AB 361, board meetings will continue to be conducted in an online format. Members of the public may access the meeting at the link above, and may request to make public comments by using the “raise your hand” feature at the bottom of the webinar screen. Written comments to the board will not be read aloud during the meeting. Instead, a copy of written comments will be provided to each of the trustees. All public comments must continue to adhere to the Decorum outlined below. Specific instructions on how to provide public comment during a Zoom board meeting can be accessed at the link above.

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

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

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

VI. CHANGES IN AGENDA ORDER

VII. PRESENTATIONS

- A. Recap of Proposed Maps Realigning Trustee Areas to Equalize Population and Otherwise Comply with Criteria Adopted by the Board of Trustees
- B. Legislative Update

VIII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
- B. Ratify Memorandum of Understanding 22-01 with the Classified Senate
- C. Ratify Memorandum of Understanding 21-09 with the Faculty Assembly
- D. Approve Employment Contracts for Professional Experts
- E. Approve Revised Professional Expert Salary Schedule Effective January 1, 2022
- F. Approve Job Description, Hourly Rate for Executive Director of Fund Development and College Foundation, Hourly
- G. Approve Employee Contract for Associate Vice President
- H. Approve Resolution 9-21/22 to Appoint Retiree as Interim Chief of Police and Campus Safety
- I. Approve Updated Course Agreement with Carlsbad Unified School District for the Spring 2022 Dual Enrollment Program
- J. Approve Updated Course Agreement with San Dieguito Union High School District for the Spring 2022 Dual Enrollment Program
- K. Approve Spring 2022 Annual Program Components for the Oceanside Unified School District CCAP Dual Enrollment Program
- L. Approve Sabbatical Leave Recommendations for FY 2022/23
- M. Approve Educational Master Plan
- N. Approve Cooperative Agreement for Chemistry and Equipment Purchase
- O. Award of Contract for RFP 08-21, Case Management/CRM System
- P. Award Contract for RFB #01-22: Benchtop Nuclear Magnetic Resonance Spectrometer
- Q. Ratify and Approve Contracts and Purchase Orders

IX. ACTION ITEMS

- A. Public Hearing 4 p.m. – Proposed Maps Realigning Trustee Areas to Equalize Population and Otherwise Comply with Criteria Adopted by the Board of Trustees
- B. Adopt Resolution 10-21/22 Adopting Realigned Trustee Areas for MiraCosta Community College District Board-Members Based on the 2020 Census Pursuant to Education Code § 5019.5
- C. Approve Amendment No. 1 Social Tech, Inc.
- D. Approve Replacement; Hardware/Software Maintenance and Support of Data Storage Area Network (SAN)
- E. Adopt Resolution No. 8-21/22 Authorizing Extension of Kitchell CEM, Inc. Program Management Agreement

X. FIRST READING – BOARD POLICIES (No Action Required)

- A. Board Policy 5700 – Athletics

XI. COLLEGE-RELATED REPORTS

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

XII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

XIII. ADJOURNMENT


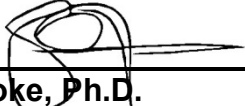
UPCOMING MEETING

4 p.m. – February 24, 2022

**Regular Meeting and Preliminary
Budget Workshop
Zoom Conference**

Board meetings are normally held in meeting rooms that are accessible to those with mobility disabilities, however, an executive order issued on 3-18-20 by the Governor of California indicated that the requirements for having a physical space for meetings has been waived due to the coronavirus (COVID-19). Additionally, with the passing of AB 361, meetings will be held remotely until further notice. If you wish to attend the meeting and/or if you have another disability requiring special accommodation, please contact Julie Bollerud, executive assistant to the superintendent/president, at 760.795.6610 or by email at jbollerud@miracosta.edu. The California Relay Service (CRS) is available by dialing 711, or 1-800-735-2929 or 1-800-735-2922.

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: Approve Continued Observance of Resolution No. 4-21/22 Authorizing Teleconferencing for Meetings Pursuant to AB 361	Attachment: Resolution No. 4-21/22 Authorizing Teleconferencing for Meetings Pursuant to AB 361
Category: Action Items	Type of Board Consideration: <div> <div>Information</div> <div>Consent</div> <div>  <div>Action</div> </div> </div>
	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

On March 4, 2020, Governor Gavin Newsom declared a State of Emergency to enable state and local agencies to more effectively respond to the threat of COVID-19. ON March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which extended the provisions of Executive Order N-29-20's authorization for holding virtual meetings, with an expiration date of September 30, 2021. On September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions.

STATUS

In an effort to safeguard the health of our students, employees, and community members, and in an effort to provide greater access to meetings of the board of trustees, the board adopted MiraCosta Community College District Resolution No. 4-21/22 on October 21, 2021. This resolution declared emergency conditions exist throughout the district campuses and facilities as a result of the continued State of Emergency under Government Code section 54943. The board continues to be provided regular updates on this matter.

RECOMMENDATION

Approve continued observance of Resolution No. 4-21/22 – authorizing teleconferencing for meetings pursuant to AB 361 as stated above. The result of this action will be recorded in the meeting minutes.

MIRACOSTA COLLEGE COMMUNITY DISTRICT

RESOLUTION NO. 4-21/22

RESOLUTION TO IMPLEMENT TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY

WHEREAS, the Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings;

WHEREAS, the Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so;

WHEREAS, on March 17, 2020, in order to address the need for public meetings during the present public health emergency, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order No. N-8-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and

WHEREAS, these Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and

WHEREAS, the State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361) on September 16, 2021; and

WHEREAS, AB 361 amended the Brown Act so that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and

WHEREAS, Government Code section 54953 requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing.

NOW THEREFORE, the legislative body of the District hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true and correct and incorporates them by this reference.
2. The Board of Trustees of the MiraCosta Community College District finds, by a majority vote, the following:

- a. That there exists a proclaimed state of emergency;

AND either:

- b. The Board is meeting for the purpose of determining one of the following, or more than 30 days have passed since the Board met and determined one of the following, and the Board now re-determines one of the following:
 - i. As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

- ii. State or local officials have imposed or recommended measures to promote social distancing; OR

OR

- c. This Board has made the determination set forth in subdivision (b), above within the last 30 days and now makes the following determination:
 - i. The Board has reconsidered the circumstances of the state of emergency;
AND
 - ii. Any of the following circumstances exist:
 - 1. The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - 2. State or local officials continue to impose or recommend measures to promote social distancing.
- 3. The District's superintendent/president or their designee is authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code section 54953.
- 4. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Trustees of the MiraCosta Community College District, this 21st day of October, 2021, by the following vote:

AYES: 7 Broad, Cassar, Fischer, McNeil, Merchat, Pedroza, Simon

NOES: 0 _____

ABSTAIN: 0 _____

ABSENT: 0 _____

CERTIFICATION

I hereby certify, on this 21st day of October, 2021, that the foregoing document is a true and correct copy of the Resolution To Implement Teleconferencing Requirements During a Proclaimed State of Emergency by the Board of Trustees] of MiraCosta Community College District at its meeting on October 21, 2021.

By: _____ 

Secretary to the Board of Trustees
MiraCosta Community College District



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

**One Barnard Drive, Oceanside, CA
Zoom Conference**

MINUTES OF SPECIAL MEETING/CLOSED SESSION

**December 16, 2021
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in a special meeting/closed session on Thursday, December 16, 2021, via Zoom conference. President Rick Cassar called the meeting to order at 2:33 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

David Broad

Frank Merchat

Rick Cassar

Anna Pedroza

Bill Fischer

Jacqueline Simon

George McNeil

Superintendent/President Sunny Cooke

Vice President Charlie Ng

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

None.

IV. DECLARE NEED FOR CLOSED SESSION

At 2:33 p.m., the board announced the need to enter closed session to discuss the following topic:

A. Conference with Labor Negotiators

(Pursuant to Government Code Section 54957.6)

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

Employee organizations: All

B. Conference with Legal Counsel

Anticipated Litigation Number of Potential Cases: 2

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

- JPA 37-2020-00027243

- JPA 20-05626

C. Employee Discipline/Dismissal/Release

(Pursuant to Government Code section 54957)

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

At 3:39 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,
Vice President, Human Resources Charlie Ng

Employee organizations: All

No action taken.

B. Conference with Legal Counsel

Anticipated Litigation Number of Potential Cases: 2

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

- JPA 37-2020-00027243

- JPA 20-05626

No action taken.

C. Employee Discipline/Dismissal/Release

(Pursuant to Government Code section 54957)

No action taken.

VI. ADJOURNMENT

The meeting adjourned at 3:39 p.m.

MINUTES APPROVAL:

Richard Cassar
Board President

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



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

MINUTES OF REGULAR MEETING

**December 16, 2021
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, December 16, 2021, via Zoom conference. President Rick Cassar called the meeting to order at 4:01 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

David Broad	Frank Merchat
Rick Cassar	Anna Pedroza
William Fischer	Jacqueline Simon
George McNeil	Alma Cuevas (Student Trustee)

Administrators present:

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

III. TELECONFERENCING OF MEETINGS (Action Required)

A. Approve Continued Observance of Resolution No. 4-21/22 Authorizing Teleconferencing for Meetings Pursuant to AB 361

By motion of Trustee McNeil, seconded by Trustee Fischer, the board adopted Resolution No. 4-21/22 authorizing the continued teleconferencing of meetings pursuant to AB 361.

Vote: 7/0/0

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

Abstentions: None

Absent: None

IV. BOARD ORGANIZATIONAL ACTION

A. Election of Officers

1. President

By motion of Trustee McNeil, seconded by Trustee Broad, Anna Pedroza was elected as president of the board of trustees for 2022.

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

2. Vice President

By motion of Trustee McNeil, seconded by Trustee Pedroza, Trustee Merchat was elected as vice president of the board of trustees for 2022.

Vote: 7/0/0
Aye: Broad, Cassar, Fischer, McNeil, Merchat, Pedroza, Simon
Abstentions: None
Absent: None

3. Board Secretary and Assistant Board Secretary

By motion of Trustee Broad, seconded by Trustee McNeil, 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 2022 organizational board meeting.

Vote: 7/0/0
Aye: Broad, Cassar, Fischer, McNeil, Merchat, Pedroza, Simon
Abstentions: None
Absent: None

C. Fix Dates, Times, and Locations of 2022 Board Meetings

By motion of Trustee McNeil, seconded by Trustee Broad, the 2022 board meeting schedule was approved, as presented. Regular meetings will begin at 4 p.m.

Vote: 7/0/0
Aye: Broad, Cassar, Fischer, McNeil, Merchat, Pedroza, Simon
Abstentions: None
Absent: None

V. APPROVE MEETING MINUTES

- A. Board Workshop of November 4, 2021
- B. Special Meeting/Closed Session of November 18, 2021
- C. Regular Meeting of November 18, 2021

By motion of Trustee McNeil, seconded by Trustee Fischer, the minutes of the board workshop of November 4, 2021, the special meeting/closed session of November 18, 2021, and the regular meeting of November 18, 2021, were approved.

Vote: 7/0/0
Aye: Broad, Cassar, Fischer, McNeil, Merchat, Pedroza, Simon
Abstentions: None
Absent: None

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

None.

VII. CHANGES IN AGENDA ORDER

The order of the two presentations, agenda item VIII.A and VIII.B, was swapped.

VIII. PRESENTATIONS

A. Foundation Overview and FY 2020 Accomplishments

Interim Associate Vice President, Institutional Advancement and Executive Director Peter Smits, as well as Public Information Office Director Kristin Huyck and Foundation Interim Associate Director Tori Fishinger reviewed the institutional advancement structure, the board membership, the Foundation goals for 2021/22, and details regarding the comprehensive campaign.

B. Maps Realignment

Christopher Skinnell, partner at Nielsen Merksamer Parrinello Gross & Leoni, LLP, Attorneys at Law, and Douglas Johnson, president of National Demographics Corporation (NDC), were present to answer any questions the board might have with the three proposed approaches to readjusting the trustee area lines to rebalance the populations of the areas in accordance with direction received from the board at prior meetings. Trustee McNeil noted that the interactive maps were very comprehensive and easy to read. No other questions were asked by the board.

IX. CONSENT ITEMS

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

B. Approve Request to Destroy Education Records Marked for Destruction- Admissions and Records Office

C. Notice of Completion - Bid #MM-20-013 OC Admin Swing Space

D. Ratify and Approve Contracts and Purchase Orders

By motion of Trustee Merchat seconded by Trustee Fischer, consent items A through D were approved.

Vote: 7/0/0

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

Abstentions: None

Absent: None

X. ACTION

A. Approve Change Order to Ahrens Mechanical's Contract for Underground Utilities Project at San Elijo Campus; and Approve Resolution No. 7-21/22

By motion of Trustee Merchat seconded by Trustee McNeil, the board approved the change order to the Ahrens Mechanical's contract and adopted Resolution No. 7-21/22.

Vote: 7/0/0

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

Abstentions: None

Absent: None

B. Approve Cooperative Agreement for Chemistry and Equipment Purchase

By motion of Trustee McNeil seconded by Trustee Merchat, the board approved the cooperative agreement for the chemistry equipment purchase as stated.

Vote: 7/0

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

Abstentions: None

Absent: None

C. Approve Procurement of COVID-19 Support for Vaccine Verification and Contact Tracing

By motion of Trustee McNeil seconded by Trustee Merchat the board approved the cooperative agreement for the chemistry equipment purchase as stated.

Vote: 7/0

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

Abstentions: None

Absent: None

XI. INFORMATION

A. MCCCCD Irrevocable Trust Investment Board and Fiscal Year 2021 Actuarial Study

The MCCCCD Irrevocable Trust Investment Board and Fiscal Year 2021 Actuarial Study were provided for information. Vice President Flood reported that the district's previous valuation stood at 26.7 million, and with the latest adjustment our current open liability has been adjusted up to 33.9 million. We currently stand at 99 percent funded, which is exceptional.

XII. COLLEGE-RELATED REPORTS

A. Trustees Activities

Trustee Broad attended the RAFFY graduation, the Classified Year End Celebration, and the San Diego North Economic Development Council Awards Luncheon. Trustee McNeil has been working with staff on the upcoming Barrio Conference and attended several sporting events. Trustee Merchat attended the San Diego North Economic Development Council Awards Luncheon and the Board Liaison Facilities meeting. Trustee Simon attended the musical Hairspray at the San Diego Civic Theatre and walked around campus with Dr. Cooke. Trustee Cassar attended the Classified Year End Celebration, the monthly SDICCCA meeting, and the Board Liaison Facilities meeting.

B. Students

Student Trustee Alma Cuevas reported the ASG is currently conducting interviews for ASG open positions, working to update their bylaws, and their public relations work group is hosting events such as Web Chefs, meditation on zoom, and doggie de-stress for finals week. They are looking forward to the spring semester and hope to support more in person events on campus.

C. Classified Employees

Classified Senate President Carl Banks thanked the board for the release time for the Classified Year End Celebration and noted that it was a wonderful event; and especially thanked the foundation for their contributions. The Outstanding Employee for the semester is Bertha Alvarez who works as a Math Learning Coach in the STEM Center.

D. Faculty

Academic Senate President Luke Lara expressed gratitude to faculty colleagues, classified professionals, and administrators for the support they have shown over the past few difficult semesters due to Covid. He thanked Carl Banks, the Classified Senate, and others for the wonderful End of Year Celebration. Next semester, the Academic Senate is excited to discuss the Administrative Procedure 7120-5, which

centers around Associate Faculty hiring and recruitment with the importance of diversification.

E. Vice Presidents

1. Instructional Services

Vice President Pescarmona thanked everyone for a wonderful first semester here at MiraCosta College and said that she is grateful to be here. Her department is currently watching spring classes and she is anticipating a dynamic enrollment time during January. She added that MiraCosta has been selected for two initiatives; 1) REACH, which helps with strategic enrollment management, and; 2) Military Articulation Platform (MAP) cohort, which is a new tool that Norco College put together to better articulate military service into college credit.

2. Student Services

Vice President Wojcik reported that the Student Services department has been working with the Public Information Office and Instruction Office to make phone calls to students who have not yet registered, emergency grant applications open on Monday, December 20, and planning for in-person graduation is underway (with a backup plan, just in case).

3. Administrative Services

Vice President Flood stated that his written report is included in the board agenda, and he highlighted that the Information Systems Department is now under his leadership and they had a great meeting with the Administrative Services Department to discuss goals. He also congratulated the Purchasing Department for their recent Efficiency Award from the California Higher Education Collaborative. He noted that this award had to do with the department's efforts to help improve and modernize our purchasing processes.

4. Human Resources

Vice President Ng acknowledge that Covid-19 has created a lot of anxiety over the past several semesters, and he encouraged all to get their boosters. He thanked Human Resources, Payroll, Risk Management, the Board, EMT colleagues, and all leaders for their help in trying to serve our students in the best way possible.

F. Superintendent/President

Superintendent/President Cooke wished Trustee Simon a happy birthday. She commented that we have made it through another calendar year thanks to the board's leadership, support, and courage in leading change in this district. She also thanked all students for being at MiraCosta and for their resilience. She said she is so grateful to be here with this great team and the hard work of thousands of our employees. She thanked Vice President Pescarmona and the instructional team for preparing our Aspen Prize application and commented that we were listed in the top 100 associate degree granting institutions in the nation, and out of 2,500, we were in the top four percent in serving minority students, and top three percent for serving Latinx students. Dr. Cooke wished all a very happy holiday season.

XIII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

None.

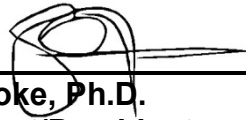
XIV. ADJOURNMENT

The meeting adjourned at 5:11 p.m.

MINUTES APPROVAL:

Richard Cassar
Board President

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

Subject: Recap of Proposed Maps Realigning Trustee Areas to Equalize Population and Otherwise Comply with Criteria Adopted by the Board of Trustees	Attachment: None
Category: Informational Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ Information Consent Action </div>
	Approved for Consideration: <div style="text-align: center;">  <hr style="width: 100%;"/> Sunita V. Cooke, Ph.D. Superintendent/President </div>

BACKGROUND


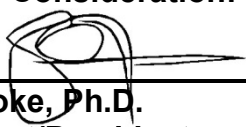
National Demographics Corporation, the district's demographic consultant for purposes of realigning the board's trustee areas in compliance with Education Code §5019.5 and other state and federal laws, presented three draft map options for rebalancing the trustee area lines at the November 18, 2021, board meeting.

STATUS

National Demographics Corporation will provide a recap of the process for adjusting trustee areas and will review the draft map proposals prior to the second public hearing.

RECOMMENDATION

For information only.

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



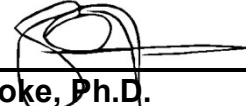
The board of trustees receives periodic presentations on pertinent topics.

STATUS

Kristen Huyck, director of public and governmental relations, marketing, and communications, will provide a general overview of the federal and state political climate as it relates to community colleges and legislation/policy, as well as an update of district boundaries post redistricting.

RECOMMENDATION

For information only.

Subject: Ratify Recommendations of Superintendent/President in Approving Personnel Actions	Attachment: None
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around;"> Information  Consent Action </div>
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

STATUS

1. Retirement of the following employees:

Ralph Garcia, Police Sergeant, position P-00314, effective December 30, 2021.

Beverly Felt, Police Communications/Records Supervisor, position P-00301, effective December 30, 2021.

Irene Dikau, Payroll Manager, position P-00296, effective July 12, 2022.

2. Resignation of the following employees:

David Doyle, Building Maintenance Mechanic II, Facilities Maintenance, position P-08140, effective December 31, 2021.

Jodi Wagstaff, College Health Nurse, Health Services, position P-00106, effective January 17, 2022.

Jodi Mulhall, Student Services Coordinator, Student Equity, position P-00368, effective January 7, 2022.

Ehsan Afshinpour, Instructional Aide, Workforce IOA, position P-00452, effective March 26, 2022.

3. Employment of the following regular classified employees:

Olivia Elmer, Administrative Support Assistant, Student Services, position P-06162, salary range 9, step 1, \$1,710.08 per month, part-time, 18 hours per week, 11 months per year, effective December 3, 2021. Olivia was selected through an open recruitment process.

Jun Hagihara, HVAC Technician, Facilities Maintenance, position P-00195, salary range 25, step 1, \$6,033.92 per month, full-time, 12 months per year, effective December 13, 2021. Jun was selected through an open recruitment process.

Kelly Brooking, Academic Division Administrative Assistant, School of Letters, Humanities and Communication Studies, position P-05702, salary range 21, step 1, \$3,494.61 per month, 26 hours per week, 12 months per year, effective January 10, 2022. Kelly was selected through an open recruitment process.

4. Temporary change of assignment for the following regular classified employees:

Esther Vasquez, Administrative Support Assistant III, Human Resources, position P-07414, increase in hours from 18 to 32 hours per week, effective March 1 – May 31, 2022.

Abdy Afzali, Manager, Technology Support Services, P-00287, will serve in an interim Dean – Information Systems assignment in accordance with the Academic Administrators WCM, Chapter II, non-doctorate column, step 3, \$15,837.42 per month, (2021/22 academic administrators salary schedule), full-time, effective January 4 – February 6, 2022.

5. Temporary additional assignment for Yaira Hicks, Testing Services Assistant, position P-06216, will serve as Administrative Support Assistant I, School Relations/Diversity Recruitment, range 9, step 1, \$21.92 per hour, up to 18 hours per week, effective January 28 – June 30, 2022.

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

Nicole Yax, Police Dispatcher/Records Technician, position P-00307, will serve as Police Communications Records Supervisor, salary range 29, longevity year 7, \$8,593.42 per month, full-time, effective December 30, 2021 – April 30, 2022.

Timothy Mayer, Police Officer, position P-00309, will serve as acting Police Sergeant, salary range 34, longevity year 7, \$9,924 per month, full-time, effective January 4 – April 30, 2022.

7. Employee 07214903, in accordance with Board Policy 7345, is requesting a waiver to the limitation on how much of their available sick leave can be used for personal necessity leave as the employee will exhaust the personal necessity allowance for the spring 2022 semester. Pursuant to the Collective Bargaining Agreement for Academic Associate Faculty, credit associate faculty members are limited to the use of no more than 60 percent of the amount of sick leave earned for the semester.

8. Employment of the following associate faculty members for the 2022 spring session, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty:

Ariane	Dalla Dea	Anthropology
Lauren	Marr	Anthropology
Mark	Batonmalaque	Art
Olga	Fryszman	Chemistry
Cheryl	Harris	Communication Studies
Patricia	Maxwell	Communication Studies
Rosa	Palacios	Counseling

Young-Hwan	Han	Drafting
Kathleen	Bailey	ESL
Anabel	Gutierrez	Librarian
Tara	Powers	Nursing
Nancy	Strassner	Nursing
Christina	Araya	Nursing
Stacey	Mayerchik	Nursing
Demeturie	Gogue	Sociology

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

Demeturie Gogue – Sociology
Patricia Maxwell – Communication Studies

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

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

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

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

7. 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:


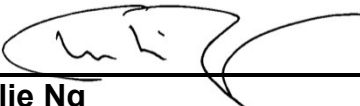
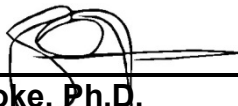
Employee Name	Job Title	Assignment	Department	Pay Rate	Start	End
Rodrigo Sarmiento	Assistant Coach	Short-term	Athletics	\$26.84/hr	1/28/22	1/28/22
Jason Belcher	Instructional Assistant	Substitute	Automotive Technology	\$26.84/hr	12/6/21	6/30/22
Amanda Hernandez	Apprentice I	Short-term	Child Development Center	\$15/hr	1/28/22	5/31/22
Carolyn Goodspeed	Administrative Assistant to the Dean	Substitute	Counseling and Student Development	\$33.81/hr	1/10/22	4/29/22
Valerie Varela	Administrative Support Assistant II	Substitute	Counseling and Student Development	\$26.84/hr	1/10/22	4/29/22
Elaine Dodge	Executive Director of Fund Development and College Foundation	Substitute	Development/Foundation	\$62.12/hr	1/14/22	4/30/22
Laurie Keig	Workshop Presenter	Short-term	Human Resources	\$50/hr	1/28/22	6/30/22
Allana Lee-Ann Gittleson	Campus Aide III	Short-term	Library	\$19/hr	1/28/22	6/30/22
Ana Sierra	Campus Aide III	Short-term	Library	\$19/hr	1/28/22	6/30/22
Aydan Willburn	Campus Aide III	Short-term	Library	\$19/hr	1/28/22	6/30/22
Elan Williams	Campus Aide III	Short-term	Library	\$19/hr	1/28/22	6/30/22
Katalina Neal	Campus Aide III	Short-term	Library	\$19/hr	1/28/22	6/30/22
MacKenna Andrews	Campus Aide III	Short-term	Library	\$19/hr	1/28/22	6/30/22
Tran Anh Thu	Campus Aide III	Short-term	Library	\$19/hr	1/28/22	1/28/22
Esteban Garza	Police Community Service Officer	Substitute	Police	\$26.84/hr	12/17/21	6/30/22

Brent Murray	COVID-19 Program Coordinator	Short-term	Risk and Safety	\$35.83/hr	1/28/22	6/30/22
Angeline Rojo	Campus Aide III	Short-term	School Relations/Diversity Recruitment	\$19/hr	1/28/22	6/30/22
Cassandra Pfann	Campus Aide III	Short-term	School Relations/Diversity Recruitment	\$19/hr	1/28/22	6/30/22
Cassidy Roberts	Campus Aide III	Short-term	School Relations/Diversity Recruitment	\$19/hr	1/28/22	5/14/22
Craig Person	Campus Aide III	Short-term	School Relations/Diversity Recruitment	\$19/hr	1/28/22	5/14/22
Jacquelyn Perez	Campus Aide III	Short-term	School Relations/Diversity Recruitment	\$19/hr	1/28/22	6/30/22
Jesus Romero Ocampo	Campus Aide III	Short-term	School Relations/Diversity Recruitment	\$19/hr	1/28/22	6/30/22
Wesley Kamu	Campus Aide III	Short-term	School Relations/Diversity Recruitment	\$19/hr	1/28/22	6/30/22
Yesica Zafra Lopez	Campus Aide III	Short-term	School Relations/Diversity Recruitment	\$19/hr	1/28/22	5/14/22
Allana Gittleson	Campus Aide III	Substitute	STEM and Math Learning Center	\$18/hr	12/20/21	6/30/22
Allana Lee-Ann Gittleson	Apprentice I	Substitute	STEM and Math Learning Center	\$15/hr	1/4/22	6/30/22
Andrew Lee	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Aydan Willburn	Campus Aide III	Substitute	STEM and Math Learning Center	\$18/hr	12/20/21	6/30/22
Cecelia Barajas	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Colin Delaney	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Cory Raetz	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Deepti Kozhummal Vaikkath	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Devon Webber	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Dheya Alfekri	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Diego Flores	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Elizabeth Pogue	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Gadi Dayan	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Jahon Shapouri	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Katalina Neal	Campus Aide III	Substitute	STEM and Math Learning Center	\$18/hr	12/20/21	6/30/22
MacKenna Andrews	Campus Aide III	Substitute	STEM and Math Learning Center	\$18/hr	12/20/21	6/30/22
Natalya Phillips	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Oscar Correa Jr	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Parisa Majidy	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Qiyuan Wang	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Robin Gralton	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Samantha Addington	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Taesja Paopao	Apprentice I	Substitute	STEM and Math Learning Center	\$15/hr	1/14/22	6/30/22
Thomas Gragossian	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Vy Vy Pham	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22

Westley Cho	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Zachary Saidane	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Zilan Espinoza	Apprentice III	Substitute	STEM and Math Learning Center	\$17/hr	1/4/22	6/30/22
Alesi Meyers	Workshop Presenter	Short-term	Student Equity	\$50/hr	1/28/22	1/28/22
Carlos Rodriguez Dominguez	Workshop Presenter	Short-term	Student Equity	\$50/hr	1/28/22	1/28/22
Francheska Anne Solon Bautista	Student Services Specialist	Substitute	Student Equity	\$31.02/hr	1/1/22	6/30/22
Jamie Leodones	Workshop Presenter	Short-term	Student Equity	\$50/hr	3/9/22	3/9/22
Jamie Rae Leodones	Workshop Presenter	Short-term	Student Equity	\$50/hr	3/9/22	3/9/22
Laura Perez Mauleon	Campus Aide III	Substitute	Student Equity	\$19/hr	1/10/22	6/30/22
Verenice Garcia	Campus Aide III	Short-term	Student Services, San Elijo	\$19/hr	1/28/22	5/22/22
Alexandria Hammond	Apprentice III	Substitute	Supplemental Instruction	\$17/hr	1/7/22	6/30/22
Angelina Rakestraw	Apprentice III	Substitute	Supplemental Instruction	\$17/hr	1/7/22	6/30/22
Hannah Muskal	Apprentice III	Substitute	Supplemental Instruction	\$17/hr	1/7/22	6/30/22
Robin Gralton	Apprentice III	Substitute	Supplemental Instruction	\$17/hr	1/7/22	6/30/22
Sabrina Benyo	Apprentice III	Substitute	Supplemental Instruction	\$17/hr	1/7/22	6/30/22
Tony Smith	Apprentice III	Substitute	Supplemental Instruction	\$17/hr	1/7/22	6/30/22
Zachary Saidane	Apprentice III	Substitute	Supplemental Instruction	\$17/hr	1/7/22	6/30/22
Ginger Lamb	Testing Services Assistant	Substitute	Testing Services	\$23.23/hr	1/10/22	6/30/22
Israel Gutierrez-Hernandez	Testing Services Assistant	Short-term	Testing Services	\$23.23/hr	1/28/22	6/30/22
Jamie Rae Leodones	Campus Aide I	Short-term	Theatre and Film	\$15/hr	1/28/22	6/30/22
Ricardo Sanchez	Apprentice III	Substitute	Tutoring and Academic Support	\$17/hr	1/3/22	6/30/22
Jason Payne	Program Consultant II	Short-term	Veterans Business Outreach Center	\$52/hr	1/28/22	6/30/22
John Guth	Program Consultant II	Short-term	Veterans Business Outreach Center	\$52/hr	1/28/22	6/30/22
Ella Isachsen	Apprentice III	Substitute	Writing Center	\$16/hr	12/7/21	6/30/22

RECOMMENDATION

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

Subject: Ratify Memorandum of Understanding 22-01 with Classified Senate	Attachment: Memorandum of Understanding 22-01 with Classified Senate
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> Information  Consent Action </div>
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The district and Classified Senate reached an agreement that establishes a telework policy for classified employees. The attached Memorandum of Understanding (MOU) outlines the terms of the agreement. It is the intention of the district and Classified Senate to formalize the agreement in an Administrative Procedure following a pilot period.

STATUS

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

RECOMMENDATION

Ratify Memorandum of Understanding 22-01 between the MiraCosta Community College District and Classified Senate, as stated.



MOU Between the
MiraCosta Community College District &
MiraCosta Community College District – Classified Senate
22-01

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:

- 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 Senate Employee Manual.
2. Unless subsequent modifications to this MOU are negotiated, this MOU will sunset on December 31, 2022.


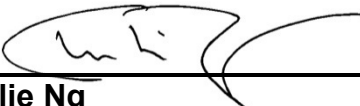

This agreement will become effective upon approval from the Board of Trustees.

Sunita V. Cooke, Ph.D.

Carl Banks

Signature Date
Superintendent/President
MiraCosta Community College District

Signature Date
President
Classified Senate

Subject: Ratify Memorandum of Understanding 21-09 with the Faculty Assembly	Attachment: Memorandum of Understanding 21-09 with the Faculty Assembly
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> Information  Consent Action </div>
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

In response to the COVID-19 global pandemic, the district has put in place many measures to ensure the health and safety of its students, staff, and faculty. The district and Faculty Assembly reached an agreement that memorializes the parties' commitment to mitigate the impacts of the COVID-19 pandemic on faculty wages, hours, and working conditions while still supporting the district's educational mission. The attached Memorandum of Understanding (MOU) is not intended to change the terms of the current collective bargaining agreement, but is instead a one-time, non-precedent setting agreement between the parties for the spring 2022 semester.

STATUS

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

RECOMMENDATION

Ratify Memorandum of Understanding 21-09 between the MiraCosta Community College District and Faculty Assembly, as stated.



MOU Between the
MiraCosta Community College District and
MiraCosta Community College District – Faculty Assembly
21-09

This Memorandum of Understanding ("MOU") is entered into by and between the MiraCosta Community College District (hereinafter referred to as "District") and the MiraCosta College Faculty Assembly (hereinafter referred to as "Assembly") (hereinafter collectively referred to as the "Parties"), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement ("CBA"). The purpose of this Memorandum of Understanding is to address the effects of the COVID-19 pandemic on fulltime faculty wages, hours, and working conditions.

This MOU between the Parties is not intended to change the terms of the current CBA but is instead a one-time, non-precedent setting agreement that may not be used as the basis of a past practice by either party.

TERMS

COVID-19 Vaccination

1. The Board of Trustees has mandated that all faculty members who work on site must be fully vaccinated against COVID-19, unless an exception is granted for a medical or religious reason. Faculty members who have a medical or religious reason must notify the District to provide documentation supporting their status.
2. Faculty members must provide proof of vaccination. This information will not be kept in the regular personnel file.

Safety Protocols

3. Upon request, the District will provide N-95 respirators to unvaccinated faculty members with a medical or religious exemption from vaccination. Face coverings (not respirators) will be provided to all faculty members and students regardless of vaccination status, upon request.
4. The District will make hand sanitizer and cleansing wipes available in all classrooms and offices.
5. To the extent practicable, the District will provide work spaces that have MERV-13 or higher ventilation systems. In areas where it is not practicable to have a MERV-13 or higher ventilation system, the District will provide Portable Air Cleaners ("HEPA Air Filters") in the impacted area.

Contact Tracing

6. No information gathered from any contact tracing on site will be used in a negative employment action against any faculty member.

Distance Education, Student Support, and Assignments

7. During the Spring 2022 semester, the District agrees to modify faculty workloads as follows:
 - a. Classroom Faculty: Classroom faculty may be assigned a hybrid class to meet the “on-ground” requirement of section C.13.3 of the contract. With regards to on-ground or hybrid courses, current faculty schedules established by deans and the office of instruction through existing scheduling practices, will remain unchanged. After approval of this agreement, if any additional on-ground sections are added to the spring schedule to meet student need, the District will make every effort to assign those sections to faculty members (full-time or associate) who agree to accept an additional on-ground assignment.
 - b. Non-classroom Faculty: In accordance with section C.2.5, non-classroom faculty are required to work thirty (30) hours per week on campus. During the spring 2022 semester, at a faculty member’s request the appropriate dean may authorize non-classroom faculty to work up to fifteen (15) hours remotely from the thirty (30) hours on campus requirement. The hours approved to work remotely may consist of student contact and/or preparation hours. If student demand necessitates additional on campus hours for non-classroom faculty, the District will make every effort to assign the hours to faculty members (full-time or associate) who agree to accept additional on campus hours. The District maintains its right to assign non-classroom faculty based on the needs of students, the department, and best interests of the program, in all cases except as those agreed to in this MOU and other applicable contractual agreements.
8. In the event that a faculty member’s contractual assignment is reduced due to low enrollment during the Spring 2022 semester, and the faculty member cannot be reassigned to another course or assignment, the District may establish an alternative work assignment for the faculty member. The alternative work assignment shall be determined by the appropriate dean in consultation with faculty member, and must be related to the work of a faculty member for the District.
9. The District shall loan faculty members equipment necessary for remote work, such as computers, headsets, webcams, etc. Faculty members must submit an equipment request form to request any such equipment. To the extent that equipment is unavailable for loan to faculty, due to budget constraints or equipment shortages, the District shall provide faculty members with a safe place to work on campus.
10. Faculty members maintain Academic Freedom in decision-making related to the content of courses they teach, including the determination of course content provided synchronously and asynchronously. Faculty members understand that they must adhere to the scheduled delivery method as identified in the schedule of classes (i.e., online, hybrid, or on-ground).
11. The District will follow all state and local protocols to maintain a safe working environment for faculty.

Training

12. The District shall provide distance education support to faculty during the Spring 2022 semester.
 - a. A workgroup consisting of the Director of Online Education, Teaching and Learning Center Coordinator, and PDP chair will be established by this agreement ("Workgroup").
 - b. The Workgroup shall be responsible for identifying appropriate faculty peer mentors for Spring 2022, as specified below.
 - c. Spring 2022 Peer Mentors: During the Spring 2022 semester, the District shall provide up to 216 hours in compensation for up to twelve (12) faculty peer mentors to support faculty with distance education courses. The selection of peer mentors must be from a wide range of disciplines. Consideration should be given to faculty with online expertise and experience working collegially with their peers. The Workgroup, in consultation with the Vice President of Instruction, shall select the peer mentors. Peer mentors shall not be required to perform their duties until the start of Flex week for the Spring 2022 semester.

Compensation

13. The District shall provide a \$250 stipend for the expense of materials, equipment, and internet service required to support and maintain access to remote learning modalities during the Spring 2022 semester. Faculty members on a leave of absence for the entire Spring 2022 semester shall not be eligible for this stipend. Faculty members shall receive the stipend no later than May 31, 2022.
14. In the event that a full-time faculty member has documented expenses that exceed the \$250 stipend, the faculty member may submit a request to Human Resources for reimbursement for the additional expenses. The district may require information from the faculty member to determine eligibility for reimbursement. Eligibility requires providing proof that eligible expenses exceeded the fall stipend of \$250. Faculty may be required to provide information on the specific type of expense, use of equipment or materials for business purposes, etc. Expenses incurred prior to the pandemic or expenses that are shared for personal use that were not incrementally increased as a result of the pandemic are ineligible expenses.

Miscellaneous Provisions

15. All other terms and conditions of work shall be conducted in accordance with the current CBA.
16. Entire Agreement: This MOU constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this MOU. All prior understandings, terms, or conditions are deemed merged into this MOU.

17. This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the Parties or meaning or application of the CBA.
18. Modification: This MOU cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both Parties.
19. Unless subsequent modifications to this MOU are negotiated, this MOU will sunset on May 31, 2022.


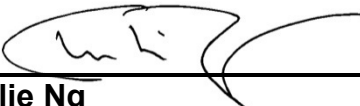

This agreement will become effective upon approval from the Board of Trustees.

Sunita V. Cooke, Ph.D.

Brad Byrom, Ph.D.

Signature	Date
Superintendent/President	
MiraCosta Community College District	

Signature	Date
President	
MCCCD Faculty Assembly	

Subject: Approve Employment Contracts for Professional Experts	Attachment: Personal Services Contracts for Professional Experts
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around;"> Information  Consent Action </div>
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

Professional expert contracts are needed to oversee the operations of the Bioscience Workforce Development Hub and lead industry engagement to establish and place students into Bioscience, Food Safety and Clinical apprenticeships and develop Contract Education opportunities to serve Bioscience industry workforce needs. This is a five-year grant that will be awarded annually. The initial contract has been awarded through June 30, 2022.

STATUS

The following employment contracts are recommended with the term commencing on January 28, 2022, through June 30, 2022:

- Terri Quenzer, Executive Director, Bioscience Workforce Development Hub, full-time, \$136,000 per year (professional expert salary schedule).
- Keau Wong, Director, Bioscience Workforce Development Hub, full-time, \$129,000 per year (professional expert salary schedule).

RECOMMENDATION

Approve employment contracts for professional experts, as stated above.

MiraCosta Community College District PERSONAL SERVICES CONTRACT

This contract ("Agreement") between the MiraCosta Community College District ("District") and Terri Quenzer, an individual, is made as of January 28, 2022.

Recitals

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

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

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

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

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

Terms and Conditions

1. Position and Term.

1.1 Position. District agrees to retain Quenzer and Quenzer agrees to be retained by District as Executive Director, Bioscience Workforce Development Hub. Quenzer has the responsibilities and authority that are associated with Quenzer's position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.

1.2 Term. The term of this Agreement is from January 28, 2022 to June 30, 2022, unless terminated pursuant to the terms of this Agreement.

2. Salary and Benefits.

2.1 Salary. Quenzer shall be paid \$136,000 annually on the professional expert salary schedule. The salary will be prorated for service performed of less than one year. The salary will be paid according to District's customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

- 16.66 hours of vacation accrued per month of service (up to 200 hours annually). Quenzer may accrue up to twice the annual allotment in successive contract years;
- Sick leave at the rate of one (1) day per month of service;
- Insurance coverages, and District contribution toward insurance coverages, that is provided to employees of the District employed at 50% or more of a full-time-equivalent; and
- Membership in the California Public Employees' Retirement System ("CalPERS") or the State Teachers' Retirement System ("STRS") contingent on meeting eligibility requirements of either the Public Employees Retirement Law or State Teachers Retirement Law.

2.3 Overtime Status. The parties acknowledge and agree that the position of Executive Director, Bioscience Workforce Development Hub, may require more than 40 hours' of work per week. The parties further acknowledge that this position is exempt from the payment of overtime under state and federal law.

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

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

5. Settlement on Termination of Agreement without Cause. Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, without cause. In such an event, the maximum cash settlement Quenzer may receive shall be equal to the monthly salary of multiplied by the number of months left on the unexpired term of this Agreement, or three months, whichever is less, and shall not include non-cash items. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes. District agrees to pay any lump sum cash payment ("Severance Pay"), less legally required for authorized deductions, if applicable, within thirty (30) days of the effective date of termination. In exchange for any lump sum cash payment provided to Quenzer, Quenzer 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 Quenzer if Quenzer 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 Quenzer shall cease to receive any form of compensation upon the effective date of termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance,

insubordination, failure to comply with district policy, rules and regulations or other misconduct which interferes with the performance of their duties and responsibilities to the district.

7. Provisions of Government Code Sections 53243.3-53243.4.

7.1. In the event that District provides paid leave to Quenzer pending an investigation of a crime involving abuse of this office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, Quenzer 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 Quenzer pending an investigation of a crime involving an abuse of this office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, Quenzer 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 Quenzer as defined in the terms of this Agreement and Quenzer subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Quenzer shall fully reimburse District for any funds provided for that purpose.

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

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

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

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

9. Representations and Warranties.

Quenzer represents and warrants that Quenzer:

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

MiraCosta Community College District

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

Terri Quenzer

MiraCosta Community College District PERSONAL SERVICES CONTRACT

This contract ("Agreement") between the MiraCosta Community College District ("District") and Wallace Keau Wong, an individual, is made as of January 28, 2022.

Recitals

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

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

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

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

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

Terms and Conditions

2. Position and Term.

1.3 Position. District agrees to retain Wong and Wong agrees to be retained by District as Director, Bioscience Workforce Development Hub. Wong has the responsibilities and authority that are associated with Wong's position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.

1.4 Term. The term of this Agreement is from January 28, 2022 to June 30, 2022, unless terminated pursuant to the terms of this Agreement.

2. Salary and Benefits.

2.1 Salary. Wong shall be paid \$129,000 annually on the professional expert salary schedule. The salary will be prorated for service performed of less than one year. The salary will be paid according to District's customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

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

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

2.3 Overtime Status. The parties acknowledge and agree that the position of Director, Bioscience Workforce Development Hub, may require more than 40 hours' of work per week. The parties further acknowledge that this position is exempt from the payment of overtime under state and federal law.

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

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

5. Settlement on Termination of Agreement without Cause. Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, without cause. In such an event, the maximum cash settlement Wong may receive shall be equal to the monthly salary of multiplied by the number of months left on the unexpired term of this Agreement, or three months, whichever is less, and shall not include non-cash items. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes. District agrees to pay any lump sum cash payment ("Severance Pay"), less legally required for authorized deductions, if applicable, within thirty (30) days of the effective date of termination. In exchange for any lump sum cash payment provided to Wong, Wong 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 Wong if Wong 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 Wong shall cease to receive any form of compensation upon the effective date of termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, insubordination, failure to comply with district policy, rules and regulations or other misconduct which interferes with the performance of their duties and responsibilities to the district.

7. Provisions of Government Code Sections 53243.3-53243.4.

7.1. In the event that District provides paid leave to Wong pending an investigation of a crime involving abuse of this office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, Wong 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 Wong pending an investigation of a crime involving an abuse of this office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, Wong 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 Wong as defined in the terms of this Agreement and Wong subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Wong shall fully reimburse District for any funds provided for that purpose.

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

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

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

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

9. Representations and Warranties.


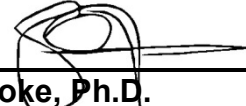
Wong represents and warrants that Wong:

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

MiraCosta Community College District

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

Wallace Keau Wong

Subject: Approve Revised Professional Expert Salary Schedule Effective January 1, 2022	Attachment: None
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Recommended:  _____ Charlie Ng Vice President, Human Resources	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Education Code § 88003 defines a professional expert as a person employed on a temporary basis for a specific project, regardless of length of employment. The work assigned requires specialized knowledge or skills that fall outside of the classified service.

STATUS

MiraCosta College currently hires professional experts with specialized knowledge on a temporary basis to work for Bioscience Workforce Development, the Police Department, and the Foundation.



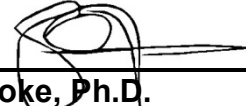
Effective January 1, 2022, the following rates will apply to professional experts hired by MiraCosta College:

Professional Expert – Hourly 2021/22			
	Placement 1	Placement 2	Placement 3
Program Consultant 1	\$ 42.00	\$ 44.50	\$ 47.00
Program Consultant 2	\$ 47.00	\$ 50.00	\$ 52.00
Chief of Police and Campus Safety, Hourly	\$ 62.12		
Effective 01/01/2022			
Executive Director of Fund Development and College Foundation, Hourly	\$ 62.12		
Professional Expert – Annual 2021/22			
Associate Director, VBOC	\$ 88,858.00		
Director, Center of Excellence	\$ 130,561.00		
Program Advisor 1	\$ 76,354.00		

Program Advisor 2	\$ 99,368.00
Program Director, SBDC	\$ 137,087.00
Program Director, VBOC	\$ 124,343.00
Project Director Gear Up	\$ 160,531.00
Regional Director, Biotech/Life Sciences (ended 12/31/2021)	\$ 133,399.00
Regional Director, Business and Entrepreneurship (ended 12/31/2021)	\$ 133,399.00
Effective 01/01/2022	
Executive Director, Bioscience Workforce Development Hub	\$ 136,000.00
Director, Bioscience Workforce Development Hub	\$ 129,000.00
Community Education – Hourly 2021/22	
Step 01	\$ 20.00
Step 02	\$ 25.00
Step 03	\$ 30.00
Step 04	\$ 35.00
Step 05	\$ 40.00
Step 06	\$ 45.00
Step 07	\$ 50.00
Step 08	\$ 55.00
Step 09	\$ 60.00
Step 10	\$ 65.00
Step 11	\$ 70.00
Step 12	\$ 75.00
Step 13	\$ 80.00
Step 14	\$ 85.00
Step 15	\$ 90.00
Step 16	\$ 95.00
Step 17	\$ 100.00

RECOMMENDATION

Approve professional experts salary schedule effective January 1, 2022, as stated above.

Subject: Approve Job Description, Hourly Rate for Executive Director of Fund Development and College Foundation, Hourly	Attachment: Job Description: <u>Executive Director of Fund Development and College Foundation, Hourly</u>
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> Information  Consent Action </div>
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

There is a need to establish a temporary, hourly classification for the Executive Director of Fund Development and College Foundation. This position is needed to assist in the development of external fundraising and granting programs for the College Foundation.

Elaine Dodge is a retired annuitant and has specialized skills needed to perform essential work to support the College Foundation in this position while the district recruits for a new Vice President of Institutional Advancement following a failed search. The incumbent assigned to this classification will serve a limited-term as needed through April 30, 2022.

STATUS

The district recommends the hire of retired annuitant Elaine Dodge as the Executive Director of Fund Development and College Foundation, hourly effective January 14–April 30, 2022, in accordance with the CalPERS retired annuitant employment requirements.

The Executive Director of Fund Development and College Foundation is not a regular administrator, faculty, or classified position. This is a short-term, hourly assignment. The incumbent employee will meet the Education Code 88003 definition of short-term employee. This assignment for a retired annuitant is permissible per Government Code sections 7522.56 and 21224.

Human Resources recommends a pay rate of \$62.12 per hour, which is commensurate to classified administrator salary range CM 14 previously assigned to this classification before it was decommissioned in 2016.

RECOMMENDATION

Approve job description, hourly rate for executive director of fund development and college foundation, hourly, as stated above, effective January 14, 2022.

Subject: Approve Employment Contract for Associate Vice President	Attachment: None
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> Information Consent Action </div>
Recommended: <hr style="width: 100%;"/> Charlie Ng Vice President, Human Resources	Approved for Consideration: <hr style="width: 100%;"/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Board Policy 7140 – Collegial Negotiation and Collective Bargaining specifies the process for negotiation of employment contracts for vice presidents.

STATUS

After a competitive search and a recommendation by the search committee and the superintendent/president, Anthony Maciel is recommended to serve as the Associate Vice President and Chief Information Systems Officer effective February 7, 2022. The annual salary will be \$199,362, full time, step 3 on the 2021/22 associate vice president salary schedule. His qualifications include:

Doctor of Education, University of Southern California
Master of Business Administration, California State University, Long Beach
Bachelor of Science, Electronics Engineering Technology, DeVry Institute of Technology

Anthony Maciel has been serving as the Director of Technology Services and Broadcast Systems at South Orange Community College District/Saddleback College since July 2013. He was previously employed by Coast Community College District as the IT Administrative Director from July 2005 through June 2013. Anthony also previously served as the Senior Network Engineer at Los Angeles County Office of Education.

RECOMMENDATION

Approve employment contract for associate vice president, as stated.

MIRACOSTA COMMUNITY COLLEGE DISTRICT ADMINISTRATOR EMPLOYMENT AGREEMENT

This agreement ("Agreement") is made February 7, 2022, by and between the MiraCosta Community College District ("District") in San Diego County, California, and Anthony Maciel, Associate Vice President and Chief Information Systems Officer ("Administrator").

1.0 DUTIES

The Administrator agrees to be and act as Associate Vice President and Chief Information Systems Officer of MiraCosta College, performing duties specified in the position description adopted by the Board of Trustees for this position.

2.0 TERM

This Agreement is for a one-year term commencing on February 7, 2022, and ending on February 6, 2023. Upon the recommendation of the Superintendent/President, the Board of Trustees may renew this Agreement in accordance with board policy provided that the employee's most recent performance evaluation has been "satisfactory."

3.0 SALARY

The Administrator shall be paid according to step 3, \$199,362 annually on the Associate Vice President Salary Schedule. The salary will be paid according to District's customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

The Administrator's placement on the Associate Vice President Salary Schedule shall increase by one-step each succeeding July 1, up to the maximum step on the salary schedule, upon the condition that the Administrator's most recent evaluation is satisfactory.

4.0 HEALTH-AND-WELFARE BENEFITS

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

5.0 RETIREMENT BENEFITS

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

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

6.0 SABBATICAL

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

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

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

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

- a. Sabbatical leave shall count toward retirement (full benefits for up to 17 weeks).

- b. Upon return to regular service, salary shall be that of the step on the schedule the Administrator would have received had sabbatical leave not been taken.
- c. Compensation shall be paid to the Administrator while on leave in the same manner as if the Administrator were on duty in the District.

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

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

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

7.0 EXPENSES

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

8.0 DAYS OF SERVICE

This Agreement provides 261 contract days per year (219 on-duty days; 25 vacation days; 17 holidays), with vacation, sick leave, and personal necessity leave available in accordance with District policy. Prior to the start of each fiscal year, the Administrator's non-contract days, if any, will be approved by the Administrator's supervisor and reported to the District's payroll office.

9.0 EVALUATION

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

10.0 REASSIGNMENT

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

11.0 TERMINATION

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

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

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

12.0 Provisions of Government Code Sections 53243.3-53243.4.

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

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

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

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

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

13.0 OTHER PROVISIONS

13.1 This Agreement does not confer tenure.

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

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

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

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

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

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

14.0 Representations and Warranties.



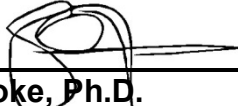
Administrator represents and warrants that they:

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

MiraCosta Community College District

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

Anthony Maciel Date
Associate Vice President and Chief
Information Systems Officer

Subject: Approve Resolution 9-21/22 to Appoint Retiree as Interim Chief of Police and Campus Safety	Attachment: Resolution 9-21/22 to Appoint Retiree as Interim Chief of Police and Campus Safety
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around;"> Information  Consent Action </div>
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Government Code Section 21221(h) of the Public Employees' Retirement Law permits the District to appoint a CalPERS retiree on a limited term basis due to a vacancy requiring specialized skills during recruitment for a permanent appointment. CalPERS requires the adoption of a resolution to authorize the appointment.

STATUS

Request employment of CalPERS retired annuitant, Valencia Warner-Saadat, interim Chief of Campus Police and Safety. This is a temporary, hourly, limited term assignment, \$62.12 per hour, effective October 18, 2021 – June 30, 2022.

RECOMMENDATION

Approve Resolution 9-21/22 to appoint retiree as Interim Chief of Police and Campus Safety, as stated above.

**MiraCosta Community College District
Appoint Retiree Valencia Warner-Saadat
as an Interim Chief of Police & Campus Safety
Government Code Section 21221(h)**

Resolution Number 9–21/22

October 18, 2021

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the MiraCosta Community College District desires to appoint Valencia Warner-Saadat as an interim appointment retired annuitant to the vacant position of Chief of Police & Campus Safety for the MiraCosta Community College District under Gov. Code section 21221(h), effective October 18, 2021; and

WHEREAS, the MiraCosta Community College District and Valencia Warner-Saadat certify that Valencia Warner-Saadat has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the governing body has authorized the search for a permanent appointment effective October 18, 2021; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on June 30, 2022; and

WHEREAS, the entire appointment documents between Valencia Warner-Saadat and the MiraCosta Community College District has been reviewed by this body and is attached herein; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$13,088.25 and the hourly equivalent is \$75.51; the minimum base salary for this position is \$10,767.25 and the hourly equivalent is \$62.12; and

WHEREAS, the hourly rate paid to Valencia Warner-Saadat will be \$62.12; and

WHEREAS, Valencia Warner-Saadat has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the MiraCosta Community College District hereby certifies the nature of the employment of Valencia Warner-Saadat as described herein and detailed in the attached appointment document and that this appointment is necessary to fill the critically needed position of Chief of Police & Campus Safety for the MiraCosta Community College District as of October 18, 2021 because the assignment is essential to District operations. The interim assignment also requires specialized training and experience to meet California Peace Officer standards as set for in Government Code Sections 1029 and 10331.

PASSED AND ADOPTED by the Governing Board of the MiraCosta Community College District at

California, on the 27th Day of January, 2022, by the following vote:

AYES: NOES: ABSENT: ABSTENTIONS:

STATE OF)
) SS.
CALIFORNIA) COUNTY

OF SAN DIEGO

I Sunita V. Cooke, Ph.D., Clerk of the Governing Board of the MiraCosta Community College District of San Diego (county)

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

Clerk



MIRACOSTA COMMUNITY COLLEGE DISTRICT

1 Barnard Drive, Oceanside, CA 92056
P 760.757.2121 P 760.795.6609 miracosta.edu

September 3, 2021

Valencia Warner-Saadat

Dear Ms. Warner-Saadat:

We are pleased to offer you the opportunity to serve as the Chief of Police at MiraCosta College in a temporary, hourly capacity, while the district conducts a recruitment for the permanent Chief of Police position. You will be reporting to Tim Flood, Vice President of Administrative Services. Your start date will be determined based on completion of all hiring requirements, including successful completion of a comprehensive background investigation, psychological evaluation, and pre-employment POST physical exam.

Per our email exchange, since you will not be reinstating from CalPERS retirement, listed below are additional details about this assignment.

- You will be paid the hourly rate of \$62.12 for hours worked and would report these hours in Workday each day/week.
- You will be paid one month behind (e.g., hours worked in July would be paid at the end of August, hours worked in August would be paid at the end of September, and so on).
- You would not be eligible for district medical, dental, or vision benefits, or sick leave, but any current CalPERS benefits you have as a retiree would not be interrupted.
- You would be limited to working 960 hours per fiscal year (July 1 - June 30), so adjustments to your work schedule may be necessary to ensure that you do not exceed this amount.

We look forward to bringing you on board in this additional role. Please contact me should you have any questions or concerns.

Sincerely,

Shawna Sourivanh
Human Resources Supervisor
(760) 757-2121, ext. 6976
ssourivanh@miracosta.edu

Community Learning Center: 1831 Mission Avenue, Oceanside, CA 92058 P 760.795.8710 F 760.795.8730
Oceanside Campus: 1 Barnard Drive, Oceanside, CA 92056 P 760.757.2121 F 760.795.6609
San Elijo Campus: 3333 Manchester Avenue, Cardiff, CA 92007 P 760.944.4449 F 760.634.7875
Technology Career Institute & North San Diego Small Business Development Center: 2075 Las Palmas Drive, Carlsbad, CA 92011 P 760.795.6820 F 760.795.6826



MIRACOSTA COMMUNITY COLLEGE DISTRICT

1 Barnard Drive, Oceanside, CA 92056
► P 760.757.2121 ► F 760.795.6609 ► miracosta.edu

January 13, 2022

Valencia Warner-Saadat

Dear Ms. Warner-Saadat:

To ensure that the district is compliant with Government Code section 21221(h) and CalPERS' rules regarding hiring a retired annuitant, we are providing you with this amended appointment letter, which further clarifies the details provided in the September 3, 2021 offer letter that we sent to you.

You are serving as the Chief of Police and Campus Safety at MiraCosta College in a temporary, hourly, limited-term assignment, while the district conducts a recruitment for the permanent Chief of Police and Campus Safety position. The duration of the appointment will be from October 18, 2021 through June 30, 2022, and this appointment will not be renewed or extended beyond June 30, 2022, as per Government Code section 21221(h). As detailed in the offer letter previously provided to you, you are being compensated at the hourly rate of \$62.12. Additionally, you are not eligible for district medical, dental, or vision benefits, or sick leave and are limited to working no more than 960 hours per fiscal year (July 1 – June 30).

Please sign and date this letter in the space provided below and return to me via email as soon as possible. Should you have any questions, please do not hesitate to contact me.

Sincerely,


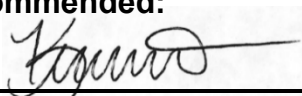
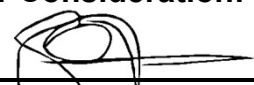
Shawna Sourivanh
Human Resources Supervisor
(760) 757-2121, ext. 6976
ssourivanh@miracosta.edu

By signing below, I acknowledge that I have reviewed this letter and understand the information provided regarding this assignment.

Valencia Warner-Saadat

Date

Community Learning Center: 1831 Mission Avenue, Oceanside, CA 92058 ► P 760.795.8710 ► F 760.795.8730
Oceanside Campus: 1 Barnard Drive, Oceanside, CA 92056 ► P 760.757.2121 ► F 760.795.6609
San Elijo Campus: 3333 Manchester Avenue, Cardiff, CA 92007 ► P 760.944.4449 ► F 760.634.7875
Technology Career Institute & North San Diego Small Business Development Center: 2075 Las Palmas Drive, Carlsbad, CA 92011 ► P 760.795.6820 ► F 760.795.6826

Subject: Approve Updated Course Agreement with Carlsbad Unified School District for the Spring 2022 Dual Enrollment Program	Attachment: Exhibit A Course Agreement Spring 2022
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around;"> Information  Consent Action </div>
Recommended:  <hr/> Kristina Denée Pescarmona Vice President, Instructional Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

During the 2018/19 year, the Carlsbad Unified School District (CUSD) and MiraCosta Community College District entered into a dual enrollment agreement, which enabled CUSD students to enroll in MiraCosta College classes at Carlsbad and Sage Creek High Schools during the regular school day to earn both high school and college credit. The program was a success, and additional agreements have continued. Instructional Services Division worked with leaders from CUSD to identify courses to be offered during the spring 2022 term, and that agreement is reflected in the courses proposed on the attached Exhibit A Course Agreement. As with previous agreements, the seats in dual enrollment courses will be limited to CUSD students only.

STATUS

A memorandum of understanding was approved in December 2018, and is still in place. Until either district wants to rescind or change the MOU, it remains in effect but is focused on responsibilities and general items. The individual courses agreed to each term are defined separately in the Exhibit A Course Agreement, so that the courses may be updated separately from the MOU.

RECOMMENDATION

Approve the new Exhibit A Course Agreement with Carlsbad Unified School District to offer dual enrollment classes through MiraCosta College during spring 2022.

EXHIBIT A COURSE AGREEMENT

Between MIRACOSTA COMMUNITY COLLEGE DISTRICT and CARLSBAD UNIFIED SCHOOL DISTRICT SPRING 2022

This Course Agreement is being executed between MiraCosta Community College District (“MCCD”), and Carlsbad Unified School District (“CUSD”) as Exhibit A to the *Dual Enrollment Program Agreement between Carlsbad Unified School District and MiraCosta Community College District* (“Dual Enrollment Program Agreement”), the terms of which are incorporated herein by this reference. Unless otherwise expressly indicated herein, in the event of a conflict between this *Course Agreement* and the *Dual Enrollment Program Agreement*, the *Dual Enrollment Program Agreement* shall control. This *Course Agreement* is entered into between MCCD and CUSD as of the effective date set forth below.

Effective Date of Course Agreement: January 24, 2022

Period of Course Agreement: January 2022 – May 2022

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

CARLSBAD HIGH SCHOOL							
COURSE LOCATION: <i>Online</i>							
TERM	COURSE	MAX # OF STUDENTS	# OF SECTIONS	COURSE LHE	TOTAL LHE (Course LHE x # of Sections)	REQUIRED CONTACT HOURS Per SECTION	SCHEDULE
Spring 2022	COUN 100	35	1	3	3	48-54	Online – CHS students only

SAGE CREEK HIGH SCHOOL							
COURSE LOCATION: <i>Online</i>							
TERM	COURSE	MAX # OF STUDENTS	# OF SECTIONS	COURSE LHE	TOTAL LHE (Course LHE x # of Sections)	REQUIRED CONTACT HOURS Per SECTION	SCHEDULE
Spring 2022	COUN 100	35	1	3	3	48-54	Online – SCHS students only

+ Please note, enrollment restrictions may exist if students chose to take a lower level course to meet college/university major requirements.

Notices. Any notice, communication, or delivery required by this Agreement by either Party to the other shall be delivered to:

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

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

**CARLSBAD UNIFIED SCHOOL DISTRICT
APPROVAL**

CUSD REPRESENTATIVE NAME: _____

APPROVAL
SIGNATURE: _____


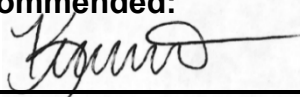
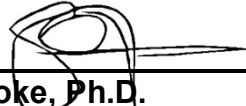
DATE: ____/____/20____

**MIRACOSTA COMMUNITY COLLEGE DISTRICT
APPROVAL**

MIRACOSTA REPRESENTATIVE NAME: _____

APPROVAL
SIGNATURE: _____

DATE: ____/____/20____

Subject: Approve Updated Course Agreement with San Dieguito Union High School District for the Spring 2022 Dual Enrollment Program	Attachment: Exhibit A Course Agreement Spring 2022
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around;"> Information  Consent Action </div>
Recommended:  <hr/> Kristina Denée Pescarmona Vice President, Instructional Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

During the 2014/15 academic year, the San Dieguito Union High School District (SDUHSD) and MiraCosta Community College District entered into a dual enrollment agreement, which enabled SDUHSD students to enroll in MiraCosta College classes at Canyon Crest Academy, La Costa Canyon and Torrey Pines High Schools during the regular school day to earn both high school and college credit. The program was a success, and additional agreements have continued. The Instructional Services Division worked with leaders from SDUHSD to identify courses to be offered during the spring 2022 term, and that agreement is reflected in the courses proposed on the attached Exhibit A Course Agreement. As with previous agreements, the seats in dual enrollment courses will be limited to SDUHSD students only.

STATUS

A revised memorandum of understanding was approved in September 2020. Until either district wants to rescind or change the MOU, it remains in effect but is focused on responsibilities and general items. The individual courses agreed to each term are defined separately in the Exhibit A Course Agreement, so that the courses may be updated separately from the MOU.

RECOMMENDATION

Approve the new Exhibit A Course Agreement with San Dieguito Union High School District to offer dual enrollment classes through MiraCosta College during spring 2022.

EXHIBIT A
COURSE AGREEMENT
Between
MIRACOSTA COMMUNITY COLLEGE DISTRICT and
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
SPRING 2022

This Course Agreement is being executed between MiraCosta Community College District ("MCCD"), and San Dieguito Union High School District ("SDUHSD") as Exhibit A to the *Dual Enrollment Program Agreement between San Dieguito Union High School District and MiraCosta Community College District* ("Dual Enrollment Program Agreement"), the terms of which are incorporated herein by this reference. Unless otherwise expressly indicated herein, in the event of a conflict between this *Course Agreement* and the *Dual Enrollment Program Agreement*, the *Dual Enrollment Program Agreement* shall control. This *Course Agreement* is entered into between MCCD and SDUHSD as of the effective date set forth below.

Effective Date of Course Agreement: January 24, 2022

Period of Course Agreement: January 2022 – May 2022

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

CANYON CREST ACADEMY							
COURSE LOCATION: <i>Online</i>							
TERM	COURSE	MAX # OF STUDENTS	# OF SECTIONS	COURSE LHE	TOTAL LHE (Course LHE x # of Sections)	REQUIRED CONTACT HOURS Per SECTION	SCHEDULE
Spring 2022	MATH 260 LEC/LAB	35	1	5	5	80-90	Online
Spring 2022	MATH 270	35	1	4	4	64-72	Online

LA COSTA CANYON							
COURSE LOCATION: <i>Online</i>							
TERM	COURSE	MAX # OF STUDENTS	# OF SECTIONS	COURSE LHE	TOTAL LHE (Course LHE x # of Sections)	REQUIRED CONTACT HOURS Per SECTION	SCHEDULE
Spring 2022	MATH 270	35	1	4	4	64-72	Online
Spring 2022	MATH 115	35	1	4	4	64-72	Online
Spring 2022	DRAM 105	40	1	3	3	48-54	Online

TORREY PINES							
COURSE LOCATION: <i>Online</i>							
TERM	COURSE	MAX # OF STUDENTS	# OF SECTIONS	COURSE LHE	TOTAL LHE (Course LHE x # of Sections)	REQUIRED CONTACT HOURS Per SECTION	SCHEDULE
Spring 2022	MATH 260 LAC/LAB	35	1	5	5	80-90	Online
Spring 2022	MATH 270	35	1	4	4	64-72	Online

+ Please note, enrollment restrictions may exist if students chose to take a lower level course to meet college/university major requirements.

Notices. Any notice, communication, or delivery required by this Agreement by either Party to the other shall be delivered to:

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

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

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

APPROVED BY: _____ Date: ____/____/20____

MIRACOSTA COMMUNITY COLLEGE DISTRICT

APPROVED BY: _____ Date: ____/____/20____

Subject: Approve Spring 2022 Annual Program Components for the Oceanside Unified School District CCAP Dual Enrollment Program	Attachment: Spring 2022 Annual Program Components for OUSD CCAP
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> Information Consent Action </div>
Recommended: <hr style="width: 100%;"/> Kristina Denée Pescarmona Vice President, Instructional Services	Approved for Consideration: <hr style="width: 100%;"/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

In 2017, MiraCosta College established a College and Career Access Pathways (CCAP) Agreement for Dual Enrollment with Oceanside Unified School District (OUSD). The initial CCAP agreement with OUSD included courses in Counseling, Communications, and Mathematics. Those CCAP courses proved successful, and OUSD and MiraCosta College continued the CCAP partnership. The attached Spring 2022 Annual Program Components for OUSD CCAP represents the currently agreed upon course offerings for the spring 2022 academic term.

STATUS

A memorandum of understanding (MOU) was approved in August 2017 and is still in place. Until either district wants to rescind or change the MOU, it remains in effect but is focused on responsibilities and general items. The individual courses agreed to each term are defined separately in the Annual Program Components Agreement, so that the courses may be updated separately from the MOU.

RECOMMENDATION

Approve the Spring 2022 Annual Program Components for the OUSD CCAP Dual Enrollment Program to offer dual enrollment classes through MiraCosta College during spring 2022.

APPENDIX
OCEANSIDE UNIFIED SCHOOL DISTRICT CCAP
ANNUAL PROGRAM COMPONENTS
SPRING 2022

Courses of Instruction: M CCD will schedule up to four classes each semester at an OUSD high school campus to prepare students for college success. Due to the COVID-19 pandemic, dual enrollment courses will be offered online in spring 2022. Students from El Camino, Oceanside, and Surfside high schools will be eligible to enroll in the course offerings listed below. Surfside students will get priority registration for HOSP 110.

Estimated Number of Students to be Served: 310

Total Sections: 8


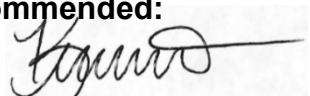
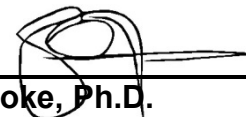
Spring 2022 Course Offerings								
Location	Course Name	Catalog #	Units	Days	Time	Faculty	Employer of Record	Student Contact Hours (Range)
<i>Online</i>	*ADM	100	3.0	Online	Asynchronous	Staff	MCCD	48-54
<i>Online</i>	*CHLD	113	3.0	Online	Asynchronous	Staff	MCCD	48-54
<i>Online</i>	FILM	101	3.0	M/W	5:00-6:25	Staff	MCCD	48-54
<i>Online</i>	HOSP	110	3.0	Tu/Th	1:15-2:40	Staff	MCCD	48-54
<i>Online</i>	MATH	103	4.0	Tu/Th	8:30-10:00	Staff	MCCD	64-72
<i>Online</i>	MATH	115	4.0	Tu/Th	8:30-10:00	Staff	MCCD	64-72
<i>Online</i>	SOC	101	3.0	M/W	8:30-9:55	Staff	MCCD	48-54
<i>Online</i>	SOC	101	3.0	Tu/Th	3:30-4:55	Staff	MCCD	48-54

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

Criteria used to select courses in a dual enrollment program:

- Applicability of course towards post-secondary educational goals (major and general education)
- Transferability to the University of California and California State University systems
- Applicability of skills in the high school environment as well as in post-secondary education
- Completion of coursework in a Career Education pathway, leading to in-demand workforce skills attainment and gainful employment.

Books and Instructional Materials – The total cost of books and instructional materials for OUSD students participating as part of this CCAP Agreement will be borne by OUSD.

Subject: Approve Sabbatical Leave Recommendations for FY 2022/23	Attachment: Sabbatical Leave Applications – Fall 2022/Spring 2023
Category: Consent Items	Type of Board Consideration: Information  Consent Action
Recommended:  _____ Kristina Denée Pescarmona Vice President, Instructional Services	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

As established in board policy, the superintendent/president, the Professional Advancement Committee, and the Academic Senate evaluate and recommend sabbatical leaves to the board of trustees.

STATUS

Based on the Faculty Assembly contract, the number of sabbatical leaves available is up to eight percent of the full-time faculty in an academic year, which for 2022/23 would be sixteen. Eleven faculty members submitted sabbatical leave applications, and eleven applications were forwarded to and approved by the Sabbatical Leave Committee on October 20, 2021, and approved by the Academic Senate on November 19, 2021.

RECOMMENDATION

Approve the 2022/23 sabbatical leave applications, as detailed on the following synopsis.

Summary of Sabbatical Leave Applications
Fall 2022 / Spring 2023


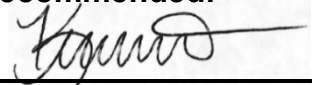
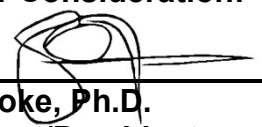
	Name	Department	Semester	ABSTRACT
1	ARENIVAR, Sam	Communication Studies	Fall 2022	The purpose of my sabbatical would be to enhance, reimagine, and revitalize the curriculum for the Communication 215: Intercultural Communication class. The need to complete this work begins with eliminating the required textbook from the course and converting it into a class that is Zero Textbook Cost (ZTC). This brings an onslaught of curriculum changes which would allow for a deeper dive into topics that are subtly mentioned in textbooks but beg to be comprehensively covered given the climate of today's society. While this endeavor may seem facile, it is an arduous task given the delicate content of the course. Topics such as; race, gender, sexuality, privilege, appropriation, power-distance, uncertainty reduction, conflict, inclusion, multi-cultural, diversity, equality, and low/high context and must be introduced and dealt with using a fair, equitable and non-threatening approach. This endeavor includes researching currently open source textbooks, evaluating them for licensing agreements and their ability to cover highly sensitive issues within the curriculum. As well, I will be conducting scholarly research to develop specific areas that are not covered in the open source documents or that need further development given the topic. This would be the case whether they be sensitive or imperative with regards to understanding the importance of effectively and appropriately communicating interculturality.
2	CLARKE, Elizabeth (Eli)	NCESL	Spring 2023	The main purpose of my sabbatical is to make the NCESL 82 Computer class for ESL Intermediate/Advanced Students accessible to all our ESL students. I would also like to update my teaching materials, handouts, quizzes, and videos for this class since technology is constantly changing. I will share all the materials and updates with all the faculty teaching this class. In addition to this objective, I would like to convert the current NCESL 65 Citizenship class to a hybrid model with accessible videos and new materials since the Naturalization process has evolved in the last few years. Finally, I would like to propose a new Citizenship class for beginning ESL students and would like to collaborate with part-time faculty to develop curriculum for this particular class.
3	DURAN, Erica	Adult High School	Fall 2022	I am interested in devoting my sabbatical to researching diversity, equity, and inclusion from three perspectives: an academic approach via scholarly research; a faculty approach via exploring best practices; and a student approach via participation in classes, clubs, and/or student campus groups here at MiraCosta. In the last few years, I have been excited to see more professional development opportunities available to faculty and staff to support allyship. However, I have been overwhelmed by trying to engage in these activities while also fulfilling my duties as Department Chair, English instructor, and developer of an online faculty training course – especially during the pandemic. Simply, there is much I would like to do to develop myself (both personally and professionally) and feed my soul, but the amount of time I have to do so has become increasingly limited. I hope to return from my sabbatical motivated and empowered as a more educated ally.

Summary of Sabbatical Leave Applications
Fall 2022 / Spring 2023

4	FALKER, Matt	Music	Fall 2022	<p>A crucial aspect of being a successful professor in music is maintaining currency in the music industry. It is important that my students can learn from my experiences from actively performing, writing, presenting clinics, growing as a musician and as an educator. It is also important to provide our music majors with as many professional-level experiences as possible. Maintaining the strength of my professional connections in the world of vocal jazz is part of the reason we are able to bring in quality guest artists, clinicians, and choirs from around the world to our annual Oceanside Jazz Festival at MiraCosta. A sabbatical leave could take many forms, but would likely include: >Arrange music for vocal jazz choir and big band or orchestra. A sabbatical leave would allow me time to arrange more music for vocal jazz choir, including our own Frequency. I am very interested in learning to write works for vocal jazz choir with big band or with orchestra, which I have not done before. >Participating in professional conferences and festivals. In addition, a sabbatical leave would give me time to attend and possibly present at fall music events that I haven't attended before. Examples could include EJC (European Jazz Conference), ISME (International Society for Music Education), the College Music Society, and the Manitoba ChoralFest. >Establishing international connections for our students. I am passionate about helping our students experience other musical cultures. I'd like to be able to explore connections with faculty and programs in other countries, with the goal of establishing exchanges (traditional travel and/or virtual).</p>
5	FLORES, Claudia	Child Development	Spring 2023	<p>The purpose of this sabbatical leave is to continue my studies in the graduate program, Educational Leadership with a Concentration in Community College/ Postsecondary Education Leadership (Ed.D.) at San Diego State University. I will be entering my second year in the fall of 2022, enrolled in 9 semester units of graduate coursework. I would use the sabbatical leave to concentrate on my studies and gain leadership skills as I work collaboratively with my faculty mentor to research the topic of interest for my dissertation.</p>
6	GOUETH, Pierre	Chemistry	Fall 2022	<p>During my sabbatical leave, I intend to broaden the areas of expertise within my department by taking courses at university programs in green chemistry and sustainability as well as chemical toxicity and toxicology. Toxicology is the study of the adverse effects of chemicals on living systems and the means to prevent or ameliorate such effects. This project is in line with the college's commitments to sustainability and safety. Indeed, the College Administrative Procedure, AP 3260, states that "the district will pursue efforts to develop a broad sustainability curriculum in career-technical education, science, and liberal arts. The Instructional Services Division and Academic Senate will provide leadership and support in this regard..." Furthermore, the MiraCosta College 2019 Chemical Hygiene plan requires that "laboratory Faculty and Staff are responsible for, but are not limited to ... actively participate in appropriate trainings and assessments presented by the district, including, but not limited to Hazard Communication, Bloodborne Pathogens Exposure Prevention, Chemical Handling, Waste Disposal, and Proper Use of all Safety Equipment and PPE as related to chemical safety and safe laboratory practices." After my return from this sabbatical leave, I intend to incorporate green chemistry principles and the issues of sustainability into my lectures and in the chemistry laboratory manuals. This project will ultimately contribute to the improvement of sustainability and lab safety on campus.</p>

**Summary of Sabbatical Leave Applications
Fall 2022 / Spring 2023**

7	HIDLE, Jade	Letters	Fall 2022	Over the past six years, I have been the sole English instructor for our Academic Success and Equity's Mana Program serving NHPI students. Just this past academic year, I was appointed the co-coordinator of the program. This institutional recognition and support have enabled me to continue my six years of work with Mana recruitment, integrated curriculum development, mentorship, program planning, as well as leadership in campus and community events. Yet, while my current integrated curriculum with Mana instructors in Counseling and Sociology certainly centers on Pacific Islander-created content and culturally responsive pedagogies, I hope to use my sabbatical to further decolonize my methodologies to Mana curriculum and program planning by delving more deeply into research of indigenous NHPI educational philosophies and practices. In particular, because our male Mana students struggle with one of our program's pillars--academic achievement--as men of color do across the board in the Letters Department and at our institution as a whole, I wish to implement educational approaches that will support our Mana males' academic success. To this end, I plan to focus on the following objectives.
8	LANGAGER, Arlie	Music	Spring 2023	This sabbatical will grant me the time to focus on my own output and expression as a choral artist. For conductors, our artwork is made through the people who sing for us in our choirs. By working with singers with advanced skills and experience, I hope to be challenged and rejuvenated by working on repertoire that may be beyond the experience level of my college students. I plan to contact my colleagues who work with professional and advanced vocal ensembles for inspiration and support. I also want to connect with the professional associations that serve choral conductors to examine how they are responding to cultural and social movements and the influence on choral music curriculum.
9	REYES, Kristi	NCESL	Spring 2023	The purpose of my proposed sabbatical leave is to improve my abilities in online teaching. In particular, my goals are to improve my skills in online accessibility, learn more about and improve my skills in creating and editing instructional video and screencasts, and to create a variety of new accessible online instructional materials suitable to my courses and my students.
10	TUCKER, Alexis	Anthropology	Spring 2023	The purpose of this sabbatical is to carry out field research on cervical cancer in Solomon Islands through the lens of anthropology and epidemiology. Based on research done for my MPH in Global Health and my PhD in sociocultural anthropology, this project seeks solutions to the disproportionate morbidity and mortality from cervical cancer and the barriers from accessing screening, treatment, and palliative care. This research supports my disciplinary expertise as well as my continued connection with Oceania as a Mana mentor.
11	VIRAMONTES, Rosa	Intl Langs	Fall 2022	As a faculty member of the International Languages Department, one of my particular interests has been teaching Spanish for Native Speakers of the Language. In past years, our enrollments have grown in this area and we have been able to teach two courses of Spanish for Native Speakers every semester. Also, due to student demand, we are planning to offer the sequence course to our current Spanish for Native Speakers course. In the past decades, teaching Heritage Speakers has gained more recognition and a wealth of research and resources has been created. This sabbatical leave project will focus on enhancing my knowledge on heritage language learning and effective pedagogical approaches and on designing zero cost materials and content for the Spanish for Native Speakers course II.

Subject: Approve Educational Master Plan	Attachment: Final Draft of the EMP
Category: Consent	Type of Board Consideration: Information  Consent Action
Recommended:  Kristina Denée Pescarmona Vice President, Instructional Services	Approved for Consideration:  Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

MiraCosta College recently developed a framework to guide its long-term planning efforts. The framework outlines the College's guiding statements related to mission, vision, values and commitment as well as the 2020-2026 planning goals for the institution. It also provides for the incorporation of strategies within individual college-wide planning documents rather than a separate strategic plan. MiraCosta College's Educational Master Plan is one such college-wide planning document, the most recent version of which expired in 2020.

This document will serve as an update to that Educational Master Plan. With the use of important data and information trends, the Educational Master Plan outlines the instructional and educational support strategies that are currently in place or planned in the near term to help the College move forward in achieving its long-term planning goals. It also outlines the planning strategies that can be deployed by the college to adapt to ever changing conditions within the world of community colleges and higher education in general.

STATUS

The Board of Trustees reviewed and discussed the Educational Master Plan Update at the November 4, 2021 board workshop. This is the final draft for the Board of Trustees' approval.

RECOMMENDATION

Approve the Education Master Plan.

EDUCATIONAL MASTER PLAN UPDATE



*MiraCosta Community College District
Fall 2021*

TABLE OF CONTENTS

I. INTRODUCTION	1
II. OVERVIEW OF THE DISTRICT	1
III. INSTITUTIONAL GUIDING STATEMENTS	2
MISSION	2
VISION	2
COMMITMENT	2
VALUES	3
IV. DATA SUMMARY, PROJECTIONS, AND TRENDS	3
DATA SUMMARY	3
COMMUNITY	3
STUDENT DEMOGRAPHICS	4
STUDENT SUCCESS	5
EMPLOYEE DEMOGRAPHICS	6
LABOR MARKET AND PROGRAM ALIGNMENT	6
ENROLLMENT PROJECTIONS	7
OTHER RELEVANT TRENDS IN HIGHER EDUCATION	8
V. INSTRUCTIONAL AND EDUCATIONAL SUPPORT STRATEGIES ADDRESSING INSTITUTIONAL GOALS	9
VI. MEASURING PROGRESS ON THE EDUCATIONAL MASTER PLAN	13
VII. FUTURE FOCUS AND ADAPTIVE PLANNING	14
FUTURE FOCUS	14
ADAPTABILITY AND PLANNING	14
VIII. APPENDIX A: CURRENT INSTRUCTIONAL AND EDUCATIONAL SUPPORT STRATEGIES ADDRESSING INSTITUTIONAL GOALS	VIII-1

I. INTRODUCTION

MiraCosta College recently developed a framework to guide its long-term planning efforts. The framework outlines the College's guiding statements related to mission, vision, values and commitment as well as the 2020-2026 planning goals for the institution. It also provides for the incorporation of strategies within individual college-wide planning documents rather than a separate strategic plan. MiraCosta College's Educational Master Plan is one such college-wide planning document, the most recent version of which expired in 2020.

This document serves as an update to that Educational Master Plan. It outlines the instructional and educational support strategies that are currently in place or planned in the near term to help the College move forward in achieving its long-term planning goals. It also outlines the planning strategies that can be deployed by the college to adapt to ever changing conditions within the world of community colleges and higher education in general.

II. OVERVIEW OF THE DISTRICT

MiraCosta College opened in 1934 as the Oceanside-Carlsbad Junior College with approximately 120 students and 20 faculty members. While initially part of the Oceanside-Carlsbad Union High School District, the College separated in 1960 and in 1965 adopted the name MiraCosta College. The MiraCosta Community College District is located in San Diego County along the southern California coast, between Orange County to the north (95 miles) and the metropolitan area of San Diego to the south (35 miles). The District includes the cities of Oceanside, Carlsbad, Encinitas, Rancho Santa Fe, Solana Beach, Del Mar, the unincorporated areas of La Costa, Olivenhain, and portions of Carmel Valley and Camp Pendleton Marine Base. The District continued to grow and now employs 1,193 faculty, staff and administrators, and serves over 24,000 students.

The College offers instructional programs at four locations in Oceanside and Cardiff: the Oceanside and San Elijo campuses offer comprehensive career education and transfer programs; the Community Learning Center offers robust general noncredit, adult high school, English as Second Language and short-term vocational programs; and the Technology and Career Institute (TCI) that offers short-term, not-for-credit and career training programs. In addition, in 2017, MiraCosta became one of only 15 colleges in California to offer a bachelor's degree when it introduced its Biomanufacturing program.

As a Hispanic Serving Institution (HSI), veteran and military supportive institution, and Achieving the Dream Leader College, MiraCosta College fosters the academic and holistic success of its diverse learners within a caring and equitable environment to strengthen the educational, economic, cultural, and social well-being of the communities it serves. MiraCosta College is accredited by the Accrediting Commission for Community and Junior Colleges (ACCJC), Western Association of Schools and Colleges (WASC), an institutional accrediting body recognized by the Council for Higher Education Accreditation and the

U.S. Department of Education. It also holds accreditations for its various nursing programs and is approved by the California Department of Education for the training of veterans under the provisions of the G.I. Bill of Regulations.

III. INSTITUTIONAL GUIDING STATEMENTS

MISSION

The mission of the College describes the institution's broad educational purposes, its intended student population, the types of degrees and other credentials it offers, and its commitment to student learning and achievement.

MiraCosta College fosters the academic and holistic success of its diverse learners within a caring and equitable environment to strengthen the educational, economic, cultural, and social well-being of the communities it serves.

MiraCosta College achieves this mission through innovative teaching, learning, and support services, and by offering degree, certificate, career education, adult education, transfer, and life-long learning opportunities.

VISION

The vision of the College is a statement of an organization's overarching aspirations of what it hopes to achieve or to become.

MiraCosta College will be a leader and partner in transforming lives and communities through learning.

COMMITMENT

The College developed a statement to articulate its commitment to equity, including the populations most impacted.

MiraCosta College is committed to creating a racially just campus climate. Individuals and their diverse cultures and identities are welcomed, nurtured, and validated. MiraCosta College takes institutional responsibility for closing the equity gap for disproportionately-impacted populations including Latinx and Chicana communities, Black and African American communities, Native Hawaiian and Pacific Islander communities, Native American communities, lesbian, gay, bisexual, trans, queer/questioning, intersex, and asexual (LGBTQIA) communities, veteran communities, former foster youth, adult students, and students from low socioeconomic statuses. MiraCosta will continue to serve all constituents with values rooted in equity, diversity, inclusion, and community.

VALUES

The values of an institution are statements of what an organization stands for and what can be expected from it. The values listed below were developed by the long-term planning workgroup with feedback from college employees and students. For MiraCosta College, these values include:

- *Equity*
- *Institutional Accountability and Responsibility*
- *Diversity and Inclusion*
- *Integrity*
- *Excellence*
- *Mutual Respect*
- *Student-Centeredness*
- *Innovation*
- *Community*
- *Sustainability and Stewardship*

IV. DATA SUMMARY, PROJECTIONS, AND TRENDS

MiraCosta College places great importance on the use of quantitative and qualitative data for collaborative planning and decision making. Regular and intentional review of data can lead to the development of effective strategies and the deployment of evidence-based practices, as well as the evaluation of those practices with an eye toward continuous improvement. In addition, the College recognizes the importance of engaging in futures thinking in order to build a just, equitable and sustainable educational environment.

DATA SUMMARY

For the preparation of this plan, data were analyzed in categories related to the community, the college, its students and its employees. Such analysis includes the disaggregation of data by race and ethnicity, age, gender, disability, and socioeconomic status, among others, and identification of populations who are disproportionately impacted with respect to a particular metric. Below are some highlights of that data review that may impact, or be impacted by, the instructional programming of MiraCosta College.

COMMUNITY

- **MiraCosta's service area is getting older.** By 2035, there is anticipated to be an increase in populations over the age of 50, but a decrease in populations with age ranges of 18 to 19 and 25 to 29. Between 2010 and 2019, there has been a 12.3%

growth in the population (from 384,084 to 418,554 residents); however, the population of older residents (50+ years old) has grown by 22.4% (from 118,329 to 144,847 residents) while the under 18 population has decreased by 1.2% (from 92,178 to 91,708 residents) in the same timeframe.

- **MiraCosta's service area is becoming more diverse.** By 2050, the MiraCosta service area is expected to be more diverse (with increases in Latinx and Asian/Pacific Islander populations). For example, between 2010 and 2019, the proportion of white residents has declined from 68% to 62%, whereas the proportion of Latinx residents has increased slightly from 18% to 19% and the proportion of Asian/Pacific Islander residents has increased from 9% to 13%.
- **Geographically, there are age, race/ethnicity and educational attainment variations within the service area.** Age categories are consistent across all of the MiraCosta service area, with the exception of the Oceanside/Camp Pendleton area which has approximately double (11%) the average percentage (7%) of the population in the 20-24 age range in 2019. While White residents make up the dominant proportion of the population (73% to 78%) in the coastal services areas (e.g., Carlsbad, Encinitas, Cardiff), Latinx students constitute from 36% to 43% of the population from northern coastal and inland services areas (e.g., Oceanside, Vista, San Marcos). In the coastal regions south of Oceanside, at least 60% of the adult population possess a bachelor's degree or higher. In Oceanside and inland portions of the service area, 44-47% of the adult population have an educational attainment of a high school diploma or some college, but no degree, while 13-17% of adults have less than a high school diploma.

STUDENT DEMOGRAPHICS

The demographic information below includes data up to and through Fall 2019. Therefore, the data do not include the declines that were observed during the semesters affected by COVID-19. The long-term impact of the pandemic will remain to be seen as the college returns to on-site classes and makes other instructional adjustments.

- **Credit enrollment peaked in 2015-16 and has declined in recent years.** While credit enrollment was declining pre-COVID-19, in 2019-20 it dropped by 4.1%. The 4% drop mirrors an expected drop due to a dearth of recession-era (2008) births, one that is expected to increase to as much as 16% between 2025 and 2029.
- **Non-credit enrollment has fluctuated slightly. Overall noncredit enrollment has seen minor fluctuations and increased slightly between fall 2011 and fall 2019 (from 11,159 to 11,706).** In a snapshot taken of its member institutions in 2020 by the American Association of Community Colleges, they found that 47 percent of students enrolled in fall 2018 were in non-credit bearing courses.
- **The gap between the percentage of White and Latinx students has closed over the past seven years.** In 2019-20, White students represented 38.9% of the student population and Latinx students represented 38.1%.

- **The percentage of students by admit type has remained stable over the past seven years (2012 to 2018).** While the percentage of high school graduates increased slightly from fall 2013 to fall 2019, the percentage of first-time students, continuing students, returning students and transfer students has remained largely the same.
- **The enrollment of part-time students decreased and full-time students increased from fall 2013 to fall 2019.** While the enrollment of part-time students declined from 67.1% to 62.2% from fall 2013 through fall 2019, the percentage of full-time students (defined as a minimum of 12 units) increased from 33.0% to 37.8% during the same time frame.

STUDENT SUCCESS

- **Overall course retention rates for first-time in college (FTIC) students have remained consistent over time but equity gaps exist.** Overall course retention rates over the past seven years have ranged from 82.8% to 85.8%. Black/African American students experience the lowest average course retention rates (79.8%) while Asian students demonstrate retention rates of 89.8%. Younger students (18-24 years old) experience higher average course retention rates (85.3%) than students 41 years and older (less than 80%).
- **Equity gaps exist for FTIC students in course success rates.** Females succeed in first year courses at rates three to five percentage points higher than their male counterparts. Asian students demonstrate consistently higher average levels of first year course success (79.5%) while Black/African American students have lower average course success rates (56.5%). Similar to course retention, younger students (under the age of 18) are successful in first year courses 77% of the time, while students over the age of 50 experience the lowest rates (51.7%).
- **As with course retention and success, fall-to-fall persistence rates remain fairly consistent over time, but equity gaps exist.** In 2019-20, Asian students persisted from fall to fall at a rate of 73.5% while White and Latinx students persisted at rates of 63.8% and 58.7%, respectively. Black/African American students persisted at a rate of 45.6%.
- **The overall number of awards granted has increased since 2013-14.** While the number of high school diplomas has remained steady over the past seven years, the numbers of degrees and certificates have seen fairly steady gains. In 2019-20, a total of 2,141 degrees and 2,075 certificates were awarded. This represents a percent growth of 62% for degrees and 45% for certificates.
- **The percentage of students earning degrees and certificates has also increased over time.** The percentage of first-time, credit students receiving a degree or certificate within three years of their first fall term increased from 15.7% in 2013-14 to 19.5% in 2017-18. In addition, MiraCosta awarded its first ever bachelor's degrees to 22 students in 2019-20.
- **MiraCosta Allied Health students are highly successful in passing their certification exams.** Between 2013-14 and 2019-20, Licensed Vocational Nursing (LVN)

students had a 100% pass rate on their board certification exams. Nursing and Certified Nursing Assistant students had an average pass rate over the same period of 97%.

- **Transfers have increased slightly amongst first-time-in-college (FTIC) student cohorts.** The Guided Pathways transfer metric assesses the percentage of students in the FTIC cohort who transfer within three years. In the four most recent years of data available, the percentage of all cohort students transferring has increased from 11.3% to 13.2%. For students who began their college experience by attempting 12 or more units the increase was from 16.2% to 18.4% over the same time period. Latinx students (Latinx males, in particular) and economically-disadvantaged students have been consistently disproportionately impacted overall in terms of transfer.

EMPLOYEE DEMOGRAPHICS

- **The number of full-time faculty has increased over the past five years, and they are slightly more diverse.** The number of full-time faculty increased by 15.7% from fall 2015 to fall 2019. The diversity of the faculty has changed over the past five years (fall 2015 to fall 2019) with Latinx (20.4%) and Asian (8.7%) faculty increasing by two percent each, while White faculty (59.7%) decreased by four percent. Thirty-six percent of the faculty are over the age of 44 and 54.9% identified as female.
- **The majority of associate faculty are older and female.** In fall 2019, 56.3% of associate faculty were 45 or older and those who identified as females made up 63.6%. The percentage of White faculty declined over the past five years by three percent (66.5%), while Latinx faculty have increased by two percent (15.2%).
- **More than half of classified staff employees are female, white and over the age of 44.** While 52.8% of classified staff are White, the percentage of Latinx classified employees has increased over the past five years (fall 2015 to fall 2019) from 23.8% to 30.0%. In fall 2019, 50.3% of classified employees were over the age of 44 and 62.5% identified as female.
- **The majority of administrators are over the age of 45 and identify as female.** In fall 2019, 75.1% percent of administrators were over the age of 45 and 59.4% identified as female. The percent of Latinx administrators has increased over the past five years (fall 2015 to fall 2019) to 15.6% while the percentage of White administrators has decreased from 68.0% to 62.5% during the same period.

LABOR MARKET AND PROGRAM ALIGNMENT

- **Healthcare-related occupations are projected to grow faster than other occupations in San Diego County.** Healthcare support occupations are projected to increase 28.0% by 2029. During that same timeframe, healthcare practitioners and technical occupations are projected to grow at a rate of 15.0%.
- **STEM-related occupations have modest projections of growth of 5% in San Diego County.** Computer and Mathematical occupations (11%) and Life, Physical, and Social Science occupations (5%) will experience healthy growth by 2029. The

following STEM-related occupations will experience robust job growth in San Diego County: Data Scientists (56%); Information Security Analysts (36%); Software Developers and QA Analysts (21%); Environmental Engineering Technicians (13%); Biological Scientists (11%); Chemists (9%); and Industrial Engineers (7%).

- **A diverse array of College CE programs have employment rates that exceed regional and state rates.** The CE programs with the top employment rates range from 65 to 76 percent and seven of the top ten programs exceed regional and statewide highs. These programs cover a wide range of disciplines including technical theater, design, biotechnology, CSIT:Business Information, Business Administration and Management, Commercial Dance, and Music Technology.
- **MiraCosta's top 20 career education programs prepare students for living wage jobs.** Of the top 20 career education programs at MiraCosta College, half of them pay living wages upon entry and all of them have average earnings that are above a living wage (defined as providing necessities for one adult and one child without relying on public assistance). Seven of the top ten programs in terms of total completions (Business Administration and Management, Child Development, Biotechnology and Medical Administrative Professional, Nursing, Business Marketing and Sale, and Automotive Technology) all showed positive change in available jobs between 2016 and 2019.
- **Enrollment and completion demographics for the top 20 career education programs mirror overall college demographics.** Enrollments and completions into the top 20 career education programs largely reflect the overall demographics of the college with respect to race/ethnicity and gender. This points to equitable access and success in those top programs which will also lead in large part, as stated above, to living wage jobs. In 2019-20, across the demographic categories of race/ethnicity, gender, and socioeconomic status, 80 to 100 percent of all completions in the top 20 career education programs were linked to jobs requiring less than a bachelor's degree but leading to a living wage.

ENROLLMENT PROJECTIONS

At a national level, National Clearinghouse data shows that pre-Covid enrollments in two-year public colleges decreased each year between fall 2015 and spring 2019. In *Demographics and the Demand for Higher Education* (2018), Nathan Grawe reported that a dearth of 2008-09 recession-era births is expected to take a toll on two-year college enrollments with expected declines of 4.3% between 2019 and 2021 and 16% between 2025 and 2029.

Locally, enrollment projections based on San Diego Association of Governments (SANDAG) population forecasts and MiraCosta average participation rates show a decrease in student headcount from 2020 to 2025 and flat growth from 2025 to 2030. Utilizing a combination of MiraCosta College enrollment data for service area zip codes, SANDAG population estimates, and SANDAG population forecasts, student headcount would be expected to

decrease by 1.6% from 2020 to 2025 and then level out from (-0.1%) 2025 to 2030. These declines are driven by lower population forecasts for those between the ages of 18-29 years, which comprise nearly three-fourths of the student headcount.

OTHER RELEVANT TRENDS IN HIGHER EDUCATION

In developing any planning document, it is important to be aware of the trends that can have an impact on higher education in general, and community colleges specifically. Those trends can occur in a variety of topic areas including education, the economy, the environment, political and legal issues, technology and society and demographics. Below are a few such trends that may have an impact on MiraCosta College and its future planning for educational programming.

- Higher education institutions will need to find new funding avenues as budget cuts for public colleges deepen with declining enrollments.
- The costs of higher education will become a more visible barrier with transparent pricing available at other institutions.
- Online learning will constitute a larger part of the higher education pie but will continue to experience growing pains and perpetuate inequities related to such things as device availability and broadband access.
- The need for student crisis support will continue to escalate. Mental health challenges for students have only escalated during the pandemic and include increased consideration of suicide, increased substance abuse and other mental health stressors such as food and housing insecurity and unemployment.
- Diversity, equity, and inclusion initiatives are becoming a priority in organizations. These initiatives will influence recruiting and hiring practices, individual and organizational behaviors, and communication.
- Learners will no longer follow a single fixed path for learning. Educational institutions will need to provide flexible options that are timely and meet the needs of the working learner.
- Greater emphasis will be placed on closing the skills gap. One solution, competency-based education, is anticipated to continue slow and steady growth as technology changes the ways and rates in which people learn.
- Baby boomers aren't retiring, but instead are choosing semi-retirement. This means that job turnover from one generation to the next may be delayed.
- The "Great Quit" during 2020-21 points toward better working conditions and more flexible job schedules in order to retain quality employees.
- There will be increased competition across higher education to meet student expectations, including: availability of, and access to, online courses amongst community colleges and other higher education institutions; universities encroaching in more traditional community college spaces (i.e., offering associate degrees and workforce skill building); transitions of for-profit institutions to non-profit; increases in online education service providers; and new forms of credentials from non-educational entities (e.g., Google and IBM).

- Greater emphasis will be placed on retraining and lifelong learning as the U.S. workforce tries to stay competitive in the global marketplace and respond to technological changes. Students need to be entrepreneurial and resilient, with the ability reinvent themselves and their careers multiple times in their lives.
- There will be an increased demand for technology and data science skills. Education will be impacted by technology trends such as: access to high-speed networks, predictive analytics, virtual 3-D simulations, game theory, augmented reality, blockchain, artificial intelligence, cloud computing, and continued movement toward online educational resources.
- There will be continued pressure on sustainable practices and reducing environmental impacts.

V. INSTRUCTIONAL AND EDUCATIONAL SUPPORT STRATEGIES

ADDRESSING INSTITUTIONAL GOALS

The MiraCosta College Long-Term Planning Framework document outlines four goals that were selected by the College for a sustained focus from 2020-2026. Each of the goals includes a broad statement in bold, along with intentional action phrases that can be addressed with more specific strategies within this and other college plans.

Numerous areas of the College have developed instructional and educational support strategies that are aligned with the goals of the Long-Term Planning Framework and are either current or will be deployed within the next one to two years. While some of these strategies were developed pre-COVID, a number of them reflect the adjustments made and lessons learned from the pandemic. Listed below are just a few samples of these strategies as they relate to the specific action phrases of the long-term planning goals. The complete list of strategies can be found in Appendix A.

GOAL 1: MiraCosta College will provide equitable access, enhance student success and close equity gaps by developing strategies that:

... meet students where they are

- Provide targeted interventions and counseling services for students who are disproportionately impacted, first-generation to college, and/or low-income to connect with students early and often, provide career and educational planning, identify barriers and provide resources and solutions, and provide a regular contact for students throughout their time at the college. (Counseling Support Services)
- Expand resources and deepen career planning experiences for students in their first year through self-exploration using the Career Coach tool, career counseling sessions, career spot videos, instructor videos, etc. (Enter the Path Workgroup)
- Expanding hours for online services to include late night and weekend hours; allowing more access for students having childcare and transportation issues. (STEM Learning Center and Writing Center)

... create community

- Academic and Career Pathways (ACP) Success Teams will provide intentional community connections and points of contact and support for students throughout their educational journey to increase persistence and completion. (ACP Success Teams)
- Building connections for students with community organizations to ensure there is a “warm handoff” to ensure their long-term personal and academic success. (Campus Assessment, Resources, and Education [CARE] Program)
- Intercollegiate Athletics team, Club Sports, and Intramurals; Student Success Team focused on the personal and academic success of Student Athletes, particularly those who are disproportionately impacted. (Athletics & Intramural Sports)

... dismantle systems of inequity

- Implement student-centered course scheduling to ensure students can take the courses they need when they need them, can plan their lives around school from one term to the next, and can complete their programs in as short a time as possible. (Guided Pathways)
- Increase alignment of career education programs to industry-recognized certifications and accreditation, including capstone certifications and credit for prior learning assessment. (Strong Workforce)
- Increase DEI staffing through recruitment, retention, and development strategies (Human Resources)
- As part of the Program Review process, authors are asked to identify equity gaps in their data and to provide goals and action plans aimed at reducing or closing gaps. (Institutional Program Review)
- Implementation of Academic Success Coaching (ASC) at the Community Learning Center for noncredit courses will connect coaches within the classroom experience via mini workshop modules designed to assist students with the classroom environment and mastering college success skills. (Tutoring & Academic Support Center [TASC])
- Students impacted by incarceration are given access to resources unique to their experiences so they can achieve their personal and educational goals. The program is a member of the Rising Scholars Network, an initiative of California's community colleges aimed at increasing higher education access and success for incarcerated and formerly incarcerated students. (Transitions Program)

GOAL 2: MiraCosta College will meet identified external community needs by collaborating with community and industry partners to develop strategies that:

... provide workforce solutions

- Partner with local employers and K-12 districts to create and promote STEM pathways that students, especially DI students, can access through dual enrollment participation. (Dual Enrollment)
- Provide paid internship opportunities with the community. (Strong Workforce)
- Facilitate the alignment of student learning outcomes to core competencies in order to provide students with 21st Century skills necessary for success in the global workplace. (Outcomes Assessment Committee)

... prepare students to be active global citizens

- Foster Intercultural Competence and other competencies needed for global workforce (International Education Advisory Committee)
- Gain tools, knowledge, and/or skills to support future behavioral choices that align with their goals; Articulate the impact of their behavior on others from an equity-minded perspective. (Student Conduct)
- Increase co-curricular opportunities for students that enhance inclusion and cross-cultural competence. (Outreach, Enrollment and Retention)

... provide opportunities for cultural enrichment

- The Social Justice and Equity Center provides space for students to engage the greater community to advocate for access to and success within higher education while promoting a more understanding and welcoming campus culture for socially marginalized groups and peoples, with the ultimate objective of creating social justice and equity in our communities. (Student Equity Department)
- Create/enhance space on campuses that support collaboration between the College, the community, local schools, businesses and industry and provides opportunities for collaboration, community building, and cultural enrichment such as the enhanced Board Room (Facilities)

GOAL 3: MiraCosta College will foster academic excellence by:

... strategically developing a culturally competent, adaptive, innovative and relevant teaching and learning environment

- Establish the Cultural Curriculum Collective, a professional learning program that focuses on data and helps transform faculty pedagogy, syllabi, and course materials through an equity framework. (PADEI, HR, Equity, Academic Senate, President's Office, C3TLC)
- Identifying and promoting innovative and effective practices for equity-minded online instruction; Providing an array of support options (workshops, resources, peer

mentors, PROJECT certification programs, etc.) for faculty to use the MiraCosta Online Class Quality Guidelines when designing, teaching, and enhancing online classes to improve student equity and success. (Online Education)

... co-curricular activities that bridge classroom learning and real world experience

- Involve students in clubs and organizations, student government and other activities. (Student Life and Leadership)
- Service learning is a form of experiential education that partners academic instruction with community service. Students learn through participation in thoughtfully organized service activities that are course relevant and meet actual community needs. (Service Learning)
- Teaching in the context of careers helps instructors intentionally create curriculum that increases visibility and engagement with community partners such as industry, non-profits, government, etc. (Contextualized Teaching and Learning Program)
- Peer Educator program focused on bringing classroom learning and real world experience by providing intentional professional development for students interested in the mental health or social work profession. (Health Services)

... intentional professional development for the college community that is responsive to a changing world

- Develop and offer sessions that foster equity. Recent examples include convocation sessions with Dr. Pedro Noguero and Dr. Veronica Keiffer-Lewis (PADEI, DeqCC, HR, Equity, President's Office, PDP)
- The Letters faculty and Writing Center cooperatively run a community of practice for faculty so that embedded tutors can be integrated into writing courses in ways that build community in the classroom. This has included sharing resources to reduce linguistic bias as well as creating new ways of embedded tutoring to work in asynchronous environments. (Writing Center)

GOAL 4: MiraCosta College will demonstrate responsible stewardship and sustainability of college and community resources by deploying strategies that:

... invest in our employees to reach their full potential

- Supplemental Instruction Leaders and Mentors have also been provided opportunities to attend and present at local conferences which helps in their professional development at MiraCosta and beyond. (Supplemental Instruction)
- Balancing online and on-campus working and learning for the future. (Human Resources)
- Participate in the California Community College Equity Leadership Alliance in collaboration with the USC Race & Equity Center (Human Resources)

... maintain a sustainable and transparent financial model

- Improved transparency regarding resource allocation process by communicating at each step of the resource request prioritization process (Administrative Services/BPC)

... reduce the environmental impact of our physical resources

- Purposeful allocation of resources, making strategic investments in technology and facilities, and developing sustainable design practices to create a supportive, financially responsible, and environmentally conscious learning environment (Facilities)
- The Learning Centers are integrating spaces at all branch campuses to provide a consistent source of support for students. This model can be more sustainable and allow for additional collaboration between permanent and temporary staff to build their skills and abilities related to student support. (Learning Centers)

VI. MEASURING PROGRESS ON THE EDUCATIONAL MASTER PLAN

The Educational Master Plan will be revisited annually over the six years of the Long-Term Planning Framework to evaluate progress toward meeting the Institutional Goals outlined in the framework and to ensure the currency and relevancy of each strategy in supporting those goals. This evaluation will involve reviewing key data dashboards, including, **but not limited** to the Guided Pathways Cohorts, Course Success and Retention, Core Competencies, Enrollment Management, Student & Employee Demographics, Workforce & Career Education, and Award Completion & Transfers to universities. All data will be analyzed using an equity lens, paying particular attention to measures of disproportionate impact. The College Council is responsible for overseeing that annual review.

In addition, academic, support services, and administrative departments play a central role in college-wide planning and budget development through the program review process. Driven by the College's Mission, Vision, Values, and Commitment statements as well as the four institutional goals, all departments and programs develop goals and activities in a systematic three-year planning process with annual updates. These departmental plans encourage innovation and creativity in a bottom-up fashion that enhances the College's ability to fulfill its mission and goals. The program review process includes space for reflecting on data and information through student outcomes, program review data, enrollment management data, workforce trends, and other environmental information. MiraCosta College's cycle of program review encourages dialogue on priorities, builds coalitions for change, and provides an avenue for adaptive planning that allows stakeholders to explore solutions in a swiftly changing world.

VII. FUTURE FOCUS AND ADAPTIVE PLANNING

Traditional strategic planning approaches often depend heavily on past data trends and predictions about the future in order to develop a planning document with static strategies. In reality, the world in general, and the higher education community specifically, are rapidly changing.

FUTURE FOCUS

A future-focused organization is not one that tries to predict the future. Instead, it is one that can imagine a number of possible futures and think about how it can make them more likely. It is important to nurture future thinking skills within the organization that include the ability to:

- identify and collect **signals** (a local innovation or disruption that has the potential to grow in scale and geographic distribution; evidence of the future that we can find in today's world)
- identify **drivers** (broad, long-term trends that are likely to have a significant impact on the future)
- combine those signals and drivers into possible future scenarios

Throughout 2021-22, MiraCosta College will be working to develop as a future-focused institution with a series of facilitator and participant trainings to build futures skills. Information from these trainings could be applied directly to MiraCosta's work.

ADAPTABILITY AND PLANNING

A future focus is essential to planning. As mentioned above, the organization and individuals within it, need to be able to recognize key signals and drivers that may be used to forecast possible future scenarios. Forecasts can be fashioned into maps that can guide strategic planning as the institution works to shape the future. Such maps can be depicted as a two-curve model with the current status quo of the organization depicted on the left side and emerging future forces on the right side. The curves themselves represent the declining activities of the status quo and the nascent or emerging activities an organization can pursue to align with future forces. An example of such a two-curve framework was developed in 2013 as part of the California Community Colleges Doing What Matters for Jobs and the Economy initiative. This framework resulted in the identification of eight innovation zones and the strategies that had been developed to date to move the CCCs toward those future forces.

During the spring 2022 semester, MiraCosta will be building on the fall futures training by developing a number of two-curve models that may include – but are not limited to – the future of learning, equity, the college, students, higher education and the

community. Once those curves are developed, they will be included in an appendix in an updated version of this document.

In conjunction with a future focus, it is important for an institution to be agile, allowing it to be adaptive, flexible, and resilient when dealing with complexity, uncertainty and change. Such organizations display several characteristics that include, but are not limited to:

- A clear and compelling purpose that focuses on results
- Commitment to trust and transparency
- Ability to provide stability while remaining flexible to adapt and change
- Enabling rather than directive leadership
- Collaborative communities and flow of ideas from anywhere in the organization

It is MiraCosta's intention to develop planning strategies that allow it to be adaptive to changing conditions and to modify its strategic approach, when necessary, to meeting institutional goals. With that in mind, the following strategies for adaptive planning have been identified:

- Regularly collect and review information/data on the College, the community it serves, and the higher education landscape to inform decisions about direction and priorities.
- Ensure that students remain the first priority.
- Maintain a finger on the pulse of technology changes and invest appropriately.
- Remain agile in responding to changing student needs and evolving higher education trends related to the delivery of instruction, services, skill building, and credentialing.
- Regularly review programs and activities to ensure that they align with the institutional mission, values and goals and are achieving the intended outcomes, making adjustments where necessary.
- Build capacity across the District to remain future focused.

VIII. APPENDIX A: CURRENT INSTRUCTIONAL AND EDUCATIONAL SUPPORT STRATEGIES ADDRESSING INSTITUTIONAL GOALS

The following tables include instructional and/or educational support strategies that are being deployed to support the institutional goals outlined in the 2020-26 Long-Term Planning Framework for MiraCosta College. They are listed alphabetically by department, program, committee or group. These strategies are either currently in place at the time of writing of this plan or will be implemented over the next one to two years.

GOAL 1: MiraCosta College will provide equitable access, enhance student success and close equity gaps by deploying strategies that meet students where they are; create community; and dismantle systems of inequity.		
Department/Program/Committee/Group	Strategy	Other plan(s) containing strategy
Academic and Career Pathways (ACP) Success Teams	<ul style="list-style-type: none"> Implement, scale, and institutionalize holistic, high-touch student support through ACP Success Teams to close equity gaps for first-time to college Black/African American, Latinx, and Adult student populations. Specifically: <ul style="list-style-type: none"> Provide intentional First Year experience to assist students with career and education planning. Provide intentional community connections and points of contact and support for students throughout their educational journey to increase persistence and completion. Identify permanent staffing solutions for ACP Success Teams Monitor which program every student is in and how far along the student is toward completing the program requirements. 	
Administrative Services/BPC	<ul style="list-style-type: none"> Redesigned resource allocations to enhanced student success and close equity gaps by including equity metric in the resource allocation scoring rubric Assist in the development and approval of grants targeted to improve student success and community needs Implementation of Planet Bids and Workday that will provide greater access to college contracts for S/HUBE entities 	
Co-Curricular Learning Opportunities and Holistic Student Success (Student Affairs)	<ul style="list-style-type: none"> Campus Assessment, Resources, and Education (CARE) program: Focused on student basic needs by: <ul style="list-style-type: none"> Embracing a holistic and seamless approach to student learning and success; Connection to community resources in the areas of childcare, food, employment, financial, health/medical, housing, legal aid, mental health, technology, and transportation; 	

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

	<ul style="list-style-type: none"> ○ Building connections for students with community organizations to ensure there is a “warm handoff” to ensure their long-term personal and academic success. ● Athletics & Intramural Sports: Intercollegiate Athletics team, Club Sports, and Intramurals; Student Success Team focused on the personal and academic success of Student Athletes, particularly those who are disproportionately impacted. ● All Student Affairs Departments: Intentional hiring practices to ensure that we hire faculty, staff, and administrators who reflect the diversity of the student population with the intention to create community and ultimately close the equity gap 	
Counseling Support Services (Academic Counseling, EOPS, DSPS, Transfer Center)	<ul style="list-style-type: none"> ● Provide advising and counseling services to MiraCosta’s service area including outreach and advising/counseling services to local high schools. ● Provide targeted interventions and counseling services for students who are disproportionately impacted, first-generation to college, and/or low-income to connect with students early and often, provide career and educational planning, identify barriers and provide resources and solutions, and provide a regular contact for students throughout their time at the college. 	
Dual Enrollment	<ul style="list-style-type: none"> ● In collaboration with local high school districts, develop and implement intentionally structured dual enrollment pathways for historically marginalized high school student populations to increase access and create a college-going culture. ● Use data to guide conversations with local K-12 leaders to refocus dual enrollment course offerings and recruitment efforts on equity. ● Enhance student success in dual enrollment through embedded tutoring, dedicated counseling, and peer mentorship resources. ● Embed career and college planning resources for high school students taking dual enrollment program. 	
Enter the Path Workgroup	<ul style="list-style-type: none"> ● Implement comprehensive intake for all new, incoming students to identify student needs early on and connect students to resources as necessary. ● Develop differentiated orientations/onboarding experiences for students. ● Expand resources and deepen career planning experiences for students in their first year through self-exploration using the Career Coach tool, career counseling sessions, career spot videos, instructor videos, etc. 	
Facilities	Designing, constructing and upgrading facilities to ensure equitable access, enhanced student success and closing	

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

	<p>equity gaps by creating spaces for community and community building</p> <ul style="list-style-type: none"> • Creating academic hub spaces, tutoring areas and group study areas • Designing of the Equity Village • Creating space for student art and other items that will provide a sense of community and reflect the diverse population of MiraCosta College • Completion of architectural barrier removal projects such as path of travel improvements, ADA parking and EV stations, creation of lactation rooms, and Gender Inclusive restrooms 	
Guided Pathways Implementation	<ul style="list-style-type: none"> • Clearly map programs for students by providing semester-by-semester course sequences that lead to specific transfer and career goals. Create and promote academic maps for different student populations (day students, evening students, part-time, working adults, etc.). • Explore student case management and advising processes and implement a technology solution for proactive student advising and early alert to provide just-in-time support. • Help students complete “gateway” Math and English courses in their first year and provide support to DI populations. • Implement student-centered course scheduling to ensure students can take the courses they need when they need them, can plan their lives around school from one term to the next, and can complete their programs in as short a time as possible. 	
Institutional Program Review	<ul style="list-style-type: none"> • IPRC regularly reviews the Program Review prompts to ensure that Program Reviews align with the College’s mission, vision, values, goals, and commitments. • As part of the Program Review process, authors are asked to identify equity gaps in their data and to provide goals and action plans aimed at reducing or closing gaps. 	
International Education Advisory Committee	<ul style="list-style-type: none"> • Increase student access to and participation in International Education through Virtual International Exchanges (VIE) and short-term Study Abroad <ul style="list-style-type: none"> ○ Ongoing monitoring and implementation of strategies to address equity gaps ○ Expand outreach and communication with students (develop a presence in Engage with a badging system, and co-curricular transcript) • Fundraise to support scholarships and programming (payroll giving is already in place) 	
Library	<ul style="list-style-type: none"> • Implement and sustain late evening and weekend online reference instruction hours to contribute to 	

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

	<p>student success, especially among working adults and student parents.</p> <ul style="list-style-type: none"> • Increase access to technology through semester long check outs of laptops and hotspots • Increase availability of library resources, as well as other departments' resources, to students through smart lockers/vending machines • Continue to expand online resources (ebooks, e-journals, specialized resources and streaming media) for increased & equitable access to high quality information sources. • Provide targeted outreach to DI populations. 	
Online Education	<p><u>Current Online Ed Plan:</u></p> <ul style="list-style-type: none"> • Establish online education programs and resources within a comprehensive web-based environment. • Engage students in effective supports for success in online education. <p><u>Planned:</u></p> <ul style="list-style-type: none"> • Identify and promote online and/or zero-cost program pathways that the college commits to offering in a meaningful, consistent manner. • Informed by data, continuously innovate, evaluate, and increase effectiveness of online student support resources and services, especially in support of disproportionately impacted student populations. • Research the impacts of adoption of Open Educational Resources (OER) and Zero Textbook Cost (ZTC) course materials at MiraCosta. 	Online Education Plan
Outcomes Assessment Committee	<ul style="list-style-type: none"> • Focus on developing and assessing student learning outcomes that promote equity in the classroom and within student support services. 	
STEM Learning Center	<ul style="list-style-type: none"> • Expanding hours for online services to include late night and weekend hours; allowing more access for students having childcare and transportation issues to meet students where they are. This includes balancing support for on-campus and online student demand. • Creating and implementing the Spark program for students impacted by AB-705, which allows students in math/science classes to have a supportive place to learn study tips, best practices for success in STEM courses, and review pre-requisite knowledge and skills in a supportive environment with in-person interventions from Learning Coaches. • Expand Embedded Tutoring for first-level math courses and first course in sciences as well. These create stronger community experiences as students have a direct connection to other support services as well as additional support inside the class. • Merging the spaces and staff in STEM and MLC to provide more access to tutors and provide 	

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

	opportunities for those in multiple subjects to assist students in more than one center.	
Strong Workforce Program	<ul style="list-style-type: none"> • Develop learning resources and support for career education students fluent in languages other than English • Increase alignment of career education programs to industry-recognized certifications and accreditation, including capstone certifications and credit for prior learning assessment • Expand career education student ambassador program to sustainably represent each career education program and our diverse student population. • Support developing more and better career education pathways in traditionally underserved communities from high school to MCC • Proactively outreach to disproportionately impacted populations to retain in career education pathways 	
Student Equity Department	<ul style="list-style-type: none"> • In addition to the charge of implementing goals identified in the 2019-2022 Student Equity Plan, the department focuses on creating community and raising awareness around the experiences of marginalized groups through planning of monthly history and heritage month activities 	
Supplemental Instruction	<p>For historically difficult courses:</p> <ul style="list-style-type: none"> • Provides students the opportunity to work with a peer facilitator in group study sessions • Students build study skills, understand difficult course concepts and create a community with their peers outside of class. • Supplemental Instruction Leaders develop session plans geared toward group collaboration and active learning for all students in the course. • The Supplemental Instruction Leaders are mentored by an experienced SI Leader and also their faculty members to help create open and inviting learning environments for their students. • SI Leaders build rapport with students that helps them recommend additional support services so students can achieve academic success. • The SI Program works closely with the Learning Centers and sometimes share student staff that work as both tutors and SI Leaders. This is very helpful to students as they can find their SI Leader/tutor in multiple instructional areas and further build their network of support. 	
Transitions Program	<ul style="list-style-type: none"> • Students impacted by incarceration are given access to resources unique to their experiences so they can achieve their personal and educational goals. The program is a member of the Rising Scholars Network, an initiative of California's community colleges aimed 	

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

	at increasing higher education access and success for incarcerated and formerly incarcerated students.	
Tutoring & Academic Support Center (TASC)	<ul style="list-style-type: none"> • Our outreach extended to include ASE programs via an embedded tutoring (ET) intervention specifically for Umoja, MANA, and Puente programs. This ET intervention enhanced our efforts to increase Black/African-American, Asian Pacific Islander, and Latinx student populations utilizing academic support services. Courses targeted were in Counseling and Sociology. • ET has also expanded to Career Education disciplines where DI populations reside (CSIT-Cybersecurity, Media Arts Technology, Design). • Our emerging Academic Success Coaching program continues to evolve as we provide services that unpack the “hidden curriculum” and help students transition to a comprehensive college identity. • Academic Success Coaching (ASC) is now integrated into the peer mentor component of Success Teams within the Academic & Career Pathways organizational structure focused on re-designing the student experience. Collaboration amongst multiple members of the Success Teams enables a stronger outreach and retention component of ACP vision. • The initial stage of implementing ASC at the Community Learning Center-non-credit courses is underway. This implementation will connect coaches within the classroom experience via mini workshop modules designed to assist students with the classroom environment and mastering college success skills. 	
Various	<ul style="list-style-type: none"> • Academic Success and Equity Programs: Support Academic Success and Equity Programs (ASE) that include MANA, Puente, RAFFY, and Umoja geared towards providing tailored interventions and culturally relevant services for Native Hawaiian/Pacific Islander, Latinx (Hispanic), former Foster Youth, and African American students. • Outreach, Enrollment, and Retention Activities: Continue to support outreach, enrollment, and retention strategies for DI students to increase access to the campus and success. MiraCosta has worked with K12 partners to increase the college-going culture in its service area, particularly for high schools with student populations reflecting our DI populations. Strategies include early access to the college and support services for students transitioning from high school to college and increasing co-curricular opportunities for students that enhance inclusion and cross-cultural competence. • Continue to implement AB705: In order to promote math and English completion and ensure equitable outcomes, first-in-sequence and transfer-level courses 	Student Equity Plan (2019-2022)

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

	in these foundational disciplines will utilize an embedded tutoring model.	
Writing Center	<ul style="list-style-type: none"> • Expanding hours for online services to include late night and weekend hours; allowing more access for students having childcare and transportation issues to meet students where they are. This includes balancing support for on-campus and online student demand. • Provide Embedded Tutoring for English courses required transfer-level courses. This service increases the likelihood that students will use the Writing Center; data shows that this intervention as well as use of the WC increase student success, especially for several DI populations. 	

GOAL 2: MiraCosta College will meet identified external community needs by collaborating with community and industry partners to develop strategies that provide workforce solutions; prepare students to be active global citizens; and provide opportunities for cultural educational enrichment.		
Department/Program/Committee/Group	Strategy	Other plan(s) containing strategy
Academic and Career Pathways (ACP) Success Teams	<ul style="list-style-type: none"> In partnership with WBL Engage industry and community partners into ACP career fairs, panels, and other events to help students make informed major and career choices. 	
Co-Curricular Learning Opportunities and Holistic Student Success (Student Affairs)	<p>Student Conduct: Through an educational student conduct process, students will:</p> <ul style="list-style-type: none"> Understand the role of the Standards of Student Conduct in supporting our campus community, which values diversity, equity, and inclusion; Increase their knowledge of their specific rights and responsibilities as students; Gain tools, knowledge, and/or skills to support future behavioral choices that align with their goals; Articulate the impact of their behavior on others from an equity-minded perspective. 	
Dual Enrollment	<ul style="list-style-type: none"> Partner with local employers and K-12 districts to create and promote STEM pathways that students, especially DI students, can access through dual enrollment participation. 	
Facilities	<ul style="list-style-type: none"> Using a collaborative process, design, construct and upgrade facilities to meet identified external community that provide workforce solutions, prepare students to be active global citizens, and provide opportunities for cultural educational enrichment. <ul style="list-style-type: none"> Create/enhance space on campuses that support collaboration between the College, the community, local schools, businesses and industry and provides opportunities for collaboration, community building, and cultural enrichment such as the enhanced Board Room Newly constructed and/or renovated CTE/WD facilities support programs that are business and industry-relevant and responsive to local workforce needs Strong workforce computer lab, Health and Wellness Hub, Chemistry-Biotechnology Building 	
Guided Pathways Implementation	<ul style="list-style-type: none"> Provide information to students on regional labor market needs for specific careers, for which our academic programs prepare students. Implement and market the Career Coach tool to allow students explore careers and labor market data on their own. 	
International Education Advisory Committee	<ul style="list-style-type: none"> Establish and maintain International partnerships with other institutions 	

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

	<ul style="list-style-type: none"> Promote further faculty exchange through Fulbright Scholars or other programs Foster Intercultural Competence and other competencies needed for global workforce <ul style="list-style-type: none"> Expand co-curricular programming Explore virtual business exchange Pursue local internships with international businesses 	
Library	<ul style="list-style-type: none"> Partner with outside entities to create culturally enriching library displays. 	
Outcomes Assessment Committee	<ul style="list-style-type: none"> Facilitate the alignment of student learning outcomes to core competencies in order to provide students with 21st Century skills necessary for success in the global workplace. 	
Strong Workforce	<ul style="list-style-type: none"> Establish paid internship opportunities within the community Develop and improve career education programs, especially in entrepreneurship, computer science, cybersecurity, biotechnology, engineering technology, and supply chain management, meeting in-demand, high-wage careers in north San Diego county 	
Student Equity Department	<ul style="list-style-type: none"> The Social Justice and Equity Center provides space for students to engage the greater community to advocate for access to and success within higher education while promoting a more understanding and welcoming campus culture for socially marginalized groups and peoples, with the ultimate objective of creating social justice and equity in our communities. 	
Various	<ul style="list-style-type: none"> Outreach, Enrollment, and Retention Activities (also listed under a different goal) Strategies include: <ul style="list-style-type: none"> early access to the college and support services for students transitioning from high school to college and increasing co-curricular opportunities for students that enhance inclusion and cross-cultural competence. 	Student Equity Plan 2019-22

GOAL 3: MiraCosta College will foster academic excellence by strategically developing a culturally competent, adaptive, innovative and relevant teaching and learning environment; co-curricular activities that bridge classroom learning and real world experience; and intentional professional development for the college community that is responsive to a changing world.		
Department/Program/Committee/Group	Strategy	Other plan(s) containing strategy
Co-Curricular Learning Opportunities and Holistic Student Success (Student Affairs)	<ul style="list-style-type: none"> • Student Life & Leadership Department: Student Club and Organization involvement; Associated Student Government; Chariot News Media; Phi Theta Kappa (Honor Society); Emerging Leaders Institute; Assessment of AAC&U Core Competencies for Student Leadership programs (e.g. Competencies such as Teamwork, Oral Communication, Written Communication, etc.); Co-curricular Transcripts, including events and training in the areas of: Cultural Awareness, Cultural Responsiveness & Cultural Humility through Identity Development; Civic Engagement & Advocacy; Service & Community; Personal Development; Critical and Creative Thinking & Expression • Health Services: Provide medical and mental health services needed to keep students on the path to their personal and academic success; students can meet with a nurse, nurse practitioner, and/or mental health counselors; mental health counseling is available to students for individual, relationship, family, and group counseling; workshop series aimed at aiding students in strengthening their learning environment by focusing on personal and professional strategies to help them grow and succeed in college; Peer Educator program focused on bringing classroom learning and real world experience by providing intentional professional development for students interested in the mental health or social work profession. 	
Contextualized Teaching and Learning Program	<ul style="list-style-type: none"> • Teaching in the context of careers helps instructors intentionally create curriculum that increases visibility and engagement with community partners such as industry, non-profits, government, etc. • Instructional partnership with Service Learning program for community engagement and employment opportunities • Instructional partnership with Internship program for work experience • Instructional partnership with Work Based Learning initiative through a Community of Practice that engages faculty with student services that have formal ties to the community • Instructional partnership with Virtual International Exchange program that provides opportunities within courses for remote learning in a global context 	

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

	<ul style="list-style-type: none"> • Instructional partnership with Honors Scholar Program that provides real world undergraduate research and conference presentation opportunities • Professional development for teaching in the context of equity, work based learning, and careers through workshops and communities of practice • Learning Communities - Development of an inclusive educational environment that promotes deeper and richer learning through cohort enrollment, integrated curriculum, and strong partnerships between instruction and student services. 	
Dual Enrollment	<ul style="list-style-type: none"> • Provide professional development to faculty teaching dual enrollment courses with the focus on equity, culturally inclusive pedagogy, and approaches to teach high school population. 	
Enter the Path workgroup	<ul style="list-style-type: none"> • Provide professional development to instructional and counseling faculty on equity-minded career planning; develop ready-to-use resources on possible career lessons that can be embedded in the classroom. 	
Facilities	<p>Design, construct and improve facilities to create/enhance the teaching and learning environment, support co-curricular activities, and are flexible enough to respond to the needs of a changing world</p> <ul style="list-style-type: none"> • Ensure early and consistent involvement of a diverse group of internal and external stakeholders and subject matter experts throughout the design process for all construction and remodel projects on each campus 	
Guided Pathways Implementation	<ul style="list-style-type: none"> • Review and better align program learning outcomes with employment and further education. Offer professional development to faculty to support such review. • Collaboratively review CCSSE results related to student engagement and design professional learning for faculty and staff based on survey findings. • Expand the integration of applied learning opportunities into ACPs and applicable coursework within each major. Work with Instructional Faculty Liaisons to engage more faculty into this work. 	
Human Resources	<p>Student Success and Equity (draft strategy)</p> <ul style="list-style-type: none"> • Support 3-5 year implementation and sustainability plan • Respond to Campus Climate Survey • Enhance and increase professional development DEI programs for all employees that are responsive to a changing world 	
Institutional Program Review	<ul style="list-style-type: none"> • Provide ongoing professional development opportunities to enhance the robust reflection of a Program Review. 	

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

	<ul style="list-style-type: none"> Identify Program Reviews that can serve as models to other programs. With the collaboration of Budgeting Planning and Outcomes Assessment, identify areas of strength and areas of improvement in Program Reviews. 	
International Education Advisory Committee	<ul style="list-style-type: none"> Expand and increase the impact of international education across the curriculum <ul style="list-style-type: none"> Establish a Program Coordinator position to oversee implementation of VIEs, Study Abroad, faculty development, and completion of International Education Committee goals Support ongoing faculty development in international education through participation in conferences including the Community Colleges for International Development (CCID), California Colleges for International Education (CCIE) Provide virtual international exchanges (VIE) at a scale that allows for wide engagement and participation Provide resources and guidance to faculty seeking to develop short-term study abroad programs Expand co-curricular activity opportunities for students and faculty (VIEs, speakers, programs, etc.) 	
Library	<ul style="list-style-type: none"> Increase information literacy awareness institution wide. Increase diversity, equity, & inclusion (DEI) materials in the collection. <p>Create online guides to reflect DEI themes (eg/ Dia de los Muertos and Veterans guides are recent examples).</p>	
Online Education	<p><u>Current Online Ed Plan:</u></p> <ul style="list-style-type: none"> Enhance support and clarify procedures for faculty involved in online education. <p><u>Planned:</u></p> <ul style="list-style-type: none"> In partnership with the Academic Senate, C3 Teaching & Learning Center, PDP, and academic departments, continue to support faculty teaching online through: <ul style="list-style-type: none"> Hiring the instructional designer position approved through program review in 2020 Identifying and promoting innovative and effective practices for equity-minded online instruction Providing an array of support options (workshops, resources, peer mentors, PROJECT certification programs, etc) for faculty to use the MiraCosta Online Class Quality Guidelines when designing, teaching, and enhancing online classes to improve student equity and success Collaborating on faculty and student support initiatives for online education within specific 	Online Education Plan

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

	<p>disciplines, departments, ACPs, student equity programs, etc.</p> <ul style="list-style-type: none"> ○ Updating and effectively deploying the MiraCosta DE Handbook as a key resource for faculty teaching online • Continually assess the effectiveness of MiraCosta's online education technology environment, and make enhancements as needed. Establish guidance for evaluating, selecting, and implementing online education technologies, at any level from institution-wide to faculty/course-specific. • Identify, promote, and support promising and effective practices for faculty when implementing OER/ZTC resources. 	
Outcomes Assessment Committee	<ul style="list-style-type: none"> • Expand recruitment of faculty across disciplines and student services professionals to support and encourage participation in the core competency assessments. • Develop and streamline the reporting process for core competency assessments so that data can be easily input and disaggregated. • Provide ongoing professional development opportunities to promote transparency in teaching and learning. • Provide ongoing professional development opportunities to develop equity-minded and culturally relevant outcomes and assessments. 	
PADEI, DeqCC HR, Equity, Pres. Office	<p>Convocation Sessions Fostering Equity:</p> <ul style="list-style-type: none"> • Dr. Pedro Noguero • Dr. Veronica Keiffer-Lewis 	
PADEI, HR, Equity, Academic Senate, Pres. Office	<ul style="list-style-type: none"> • Academic Senate - passed a resolution to Support the Development of an Ethnic Studies Department on February 19, 2020, that directed the following work: <ul style="list-style-type: none"> ○ Support the creation of a faculty led workgroup that will develop a plan to create an Ethnic Studies program that is sustainable. • Academic Senate - passed a resolution on Black Lives Matter and Call to Action on June 25, 2020, that directed the following work: <ul style="list-style-type: none"> ○ Work with Administration to create a Student Conduct and Police Advisory Committee ○ Commitment to reviewing policies and practices within its purview through a race-conscious and anti-racist lens. ○ Establish the Cultural Curriculum Collective, a professional learning program that focuses on data and helps transform faculty pedagogy, syllabi, and course materials through an equity framework. Faculty also develop culturally relevant resources. 	

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

	<ul style="list-style-type: none"> ○ Work with Courses and Programs to review degree and graduation requirements through an equity and anti-racist framework. ● Collaboratively selected books for campus wide reading and discussion. Provided books to employees and hosted 4 separate discussion/learning events on: <ul style="list-style-type: none"> ○ Sentipensante - Dr. Laura Rendon ○ So you Want to Talk About Race? Ijeoma Oluo ○ How to be an Antiracist-Ibram X. Kendi 	
Professional Development Program (PDP), TREC, and DEqCC	<ul style="list-style-type: none"> ● Explore the possibility of developing a faculty mentor program to address candidate needs: onboarding, navigating the tenure review process, creating relationships that cultivate a sense of belonging, developing culturally responsive teaching practices, and encouraging sustainable habits to promote a healthy career. 	
Service Learning	<ul style="list-style-type: none"> ● Service learning is a form of experiential education that partners academic instruction with community service. Students learn through participation in thoughtfully organized service activities that are course relevant and meet actual community needs. 	
STEM Learning Center	<ul style="list-style-type: none"> ● Required training for tutors includes components relating to equity and cultural competence, as well as understanding microaggressions, communication styles, and a connection with the Black Community Ally Training. The goal is to have a learning environment that is welcoming and safe for all students. ● The STEMLC will promote connections between our supported courses and additional opportunities for undergraduate research, workshops and special events, and job opportunities both at MCC and outside. 	
Strong Workforce	<ul style="list-style-type: none"> ● Promote professional development in culturally relevant teaching and learning practices for career education programs ● Support ongoing instructional design improvement in career education programs for improved online learning ● Develop a sustainable model of work-based and contextualized learning opportunities across all disciplines, including professional development, coordinated learning activities, communities of practice, and colleague-to-colleague support 	
Student Equity Department	<ul style="list-style-type: none"> ● The Social Justice and Equity Center through several programming efforts, provides opportunities for faculty to present interactive workshops around issues related to social justice and equity. This strategy provides additional learning environments beyond the classroom on critical and contemporary issues related to social justice and equity. 	

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

Supplemental Instruction	<ul style="list-style-type: none"> SI Leaders participate in training that includes collaboration strategies, group learning techniques, Socratic methods of facilitation and how to work with their faculty member to encourage student participation in SI sessions. 	
Tutoring & Academic Support Center (TASC)	<ul style="list-style-type: none"> CRLA International Tutor Certification Training is the foundation that all tutors receive throughout the academic year. Embedded within this training are new modules that attend to cultural proficiency/humility in an online environment. Professional development opportunities are focused on Student Equity program activities. Specific conferences and organizations (ACTLA) integrating anti-racism structures and tutoring/learning assistance are made available to all employed tutors/coaches. Graduate interns provide leadership and mentoring for tutors as well as program development. Academic Success Coaches receive additional training utilizing empathic practices that develop student resiliency, identity, and excellence. 	
Various	<ul style="list-style-type: none"> Equity-focused and scaled Guided Pathways framework: Using leading indicators based on guided pathways momentum points, continue to proactively design and deploy key components of a guided pathways framework with a particular focus on areas where students are not progressing in their academic journey and on scaling the practices to ensure that all students in disproportionately impacted groups are supported. Culturally sustaining pedagogy in the classroom: Create intentional opportunities to integrate cultural perspectives into the learning experiences. Research shows that culture is central to not only communication and receipt of information, but also in shaping learning. Utilizing Student Equity categorical funds and partnering with other grants to intentionally create professional development opportunities for MiraCosta community members to attend equity related conferences and trainings to increase learning around culturally sustained pedagogies and contextualized learning. Academic Success and Equity Programs (also listed under a different goal): ASE programs provide dedicated counseling, learning communities, culturally relevant curriculum and connection to instructional faculty, and critical skills in the areas of financial literacy, time management, coping skills, and educational planning. 	Student Equity Plan 2019-22
Writing Center	<ul style="list-style-type: none"> The WC in integrating antiracism into its hiring practices, training processes, and mission statement as demonstrable ways of increasing equity. This includes 	

	<p>creating WC Insiders which offers ASE faculty and their students insights into WC hiring to demystify the process. For training, it includes practice in responding to microaggressions as staff build rhetorical resources they can use while working with student writers.</p> <ul style="list-style-type: none"> • The Letters faculty and Writing Center cooperatively run a community of practice for faculty so that embedded tutors can be integrated into writing courses in ways that build community in the classroom. This has included sharing resources to reduce linguistic bias as well as creating new ways of embedded tutoring to work in asynchronous environments. • Peer writing consultants provide and engage in multimedia presentations through the Southern California Writing Centers Association Showcase. This deepens learning as well as connecting MCC students with many public and private transfer institutions. • Learning coaches engage in conferences in a variety of ways which allow them to both learn and present about ways of building equity, reducing master narratives through self-reflection and innovation, and maintaining currency in the fields of writing and tutoring. 	
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GOAL 4: MiraCosta College will demonstrate responsible stewardship and sustainability of college and community resources by deploying strategies that invest in our employees to reach their full potential; maintain a sustainable and transparent financial model; and reduce the environmental impact of our physical resources.		
Department/Program/Committee/Group	Strategy	Other plan(s) containing strategy
Administrative Services/BPC	<ul style="list-style-type: none"> Improved transparency regarding resource allocation process by communicating at each step of the resource request prioritization process Allocating college resources to support scheduled maintenance and instructional materials needs when funding was not provided by state 	
Dual enrollment	<ul style="list-style-type: none"> Identify resources for robust support of the Dual Enrollment program. 	
Advancement, Communication, and Public Information	<ul style="list-style-type: none"> Help the institution stay focused on community needs, advocacy, and telling the story of the College and its successes: <ul style="list-style-type: none"> Increase interaction between the community and the College Enhance story telling about the College and student success Build support for the students and the College 	
Facilities	<ul style="list-style-type: none"> Purposeful allocation of resources, making strategic investments in technology and facilities, and developing sustainable design practices to create a supportive, financially responsible, and environmentally conscious learning environment <ul style="list-style-type: none"> College projects meet LEED Silver building certification at a minimum, and are designed to reduced environmental impact and meet the sustainability goals of the college Total Cost of ownership is factored into the design and specification process for each project to reduce ongoing operational costs Building technology and infrastructure meet the current programmatic requirements and are designed to be flexible to meet evolving needs 	
Human Resources	<ul style="list-style-type: none"> Balancing Online and On-campus working and learning for the future (draft strategy) <ul style="list-style-type: none"> Enhance online learning and technology endeavors (online certifications) Provide for the future of learning and working through a flexible, balanced work environment Safe Campus Academic Impressions Participate in the California Community College Equity Leadership Alliance in collaboration with the USC Race & Equity Center Leadership Development through USC -Estela Bensimon Student Access (draft strategy) 	

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

	<ul style="list-style-type: none"> ○ Invest in new programs: ethnic studies, economic recovery and workforce development programs ○ Invest in existing instructional programs to expand as needed: automotive, biomanufacturing, health care (short and medium term), and noncredit vocational ○ Support enrollment management plan and educational master plan ● Student Success and Equity (draft strategy) <ul style="list-style-type: none"> ○ Support 3-5 year implementation and sustainability plan ○ Increase DEI staffing through recruitment, retention, and development strategies 	
Futures Thinking and Planning	<ul style="list-style-type: none"> ● Build capacity and tools across the District in order to maintain a futures focus and build a futures community 	
Institutional Program Review	<ul style="list-style-type: none"> ● Enhance resources that will assist in the execution of the Program Review process. ● Create and implement the new process for academic and nonacademic program review validation. ● Create a new Program Review handbook that correlates with Campus Labs. ● Provide ongoing Campus Labs tutorial videos. ● Provide an ongoing academic year Program Review timeline. ● Program Reviews that can serve as models to others. ● IPRC has volunteered mentors to support our Program Review authors. 	
International Education Advisory Committee	<ul style="list-style-type: none"> ● Increase virtual opportunities as a sustainable method to foster wide access to international education experiences ● Maintain a vibrant and self-sustaining international student program 	
Learning Centers	<ul style="list-style-type: none"> ● The Learning Centers are integrating spaces at all branch campuses to provide a consistent source of support for students. This model can be more sustainable and allow for additional collaboration between permanent and temporary staff to build their skills and abilities related to student support. 	
Online Education	<p><u>Current Online Ed Plan:</u></p> <ul style="list-style-type: none"> ● Ensure Online Education is in compliance with external regulations. <p><u>Planned:</u></p> <ul style="list-style-type: none"> ● Implement processes to ensure compliance with regulations related to state authorization to offer distance education to residents of other states. ● Enhance resources and support to help faculty develop online courses that comply with accessibility regulations. 	Online Education Plan
Strong Workforce	<ul style="list-style-type: none"> ● Expand computer lab space for computer science and computer systems and information technology courses 	

MIRACOSTA COLLEGE EDUCATIONAL MASTER PLAN UPDATE

	<ul style="list-style-type: none"> • Support expansion of research and planning resources for improved evidence-based decision-making • Expand internal stakeholder knowledge of career education pathways that lead to in-demand, high-wage careers for better advising of students 	
Supplemental Instruction	<ul style="list-style-type: none"> • The SI Program recruits MiraCosta College students to become SI Leaders. Faculty who work with the SI program recommend their own students to work with them in future semesters. • Further, SI Leaders have the opportunity to transition into SI Mentors. The SI Mentors help new and returning SI Leaders develop in their roles as facilitators and also help the Program Supervisor develop training for the SI Leader team. • SI Leaders and Mentors have also been provided opportunities to attend and present at local conferences which helps in their professional development at MiraCosta and beyond. 	
Tutoring & Academic Support Center (TASC)	<ul style="list-style-type: none"> • Learning coaches, Administrative support, classified para-professionals, and Faculty reside across the district virtually and on-ground to deliver competent and holistic service delivery. 	

Subject: Approve Cooperative Agreement for Chemistry and Equipment Purchase	Attachment: <u>Sales Quotation</u>
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around;"> Information  Consent Action </div>
Recommended:  <hr/> Tim Flood Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

As the district plans, addresses, and responds to the effects of the COVID-19 pandemic and the return to in-person instruction, the lab sciences have identified a need for additional laboratory equipment. Science lab experiences are rooted in the interface with scientific equipment to work through guided investigations to achieve learning outcomes. In order to support socially distanced learning, we request to purchase replicates of equipment already used in the lab sciences. This will minimize the contact and handling between lab science students. The replicated equipment will also allow students to study natural phenomena with greater independence.




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. District staff has determined that purchases made from utilizing Foundation for California Community Colleges (FCCC) agreement #CB-220-17 with Fisher Scientific for the purchase of supplies, technology, equipment, and other miscellaneous materials effective June 1, 2017, through May 30, 2022, provides the lowest cost and best overall value to the district for technology purchases.

Department	Amount
Chemistry	\$366,200.32
Biotechnology	\$256,734.58
Biology	\$393,806.90
Physical Sciences	\$17,777.10
Social Sciences	\$325.20
STEM Learning Center	\$13,303.54
Total including shipping and tax	\$1,049,245.18

RECOMMENDATION

Authorize the director, purchasing and material management to proceed with the procurement with Fisher Scientific in accordance with the terms and conditions of the (FCCC) agreement #CB-220-17, at the cost of an amount not to exceed \$1,049,245.18.

Subject: Award Contract for RFP #08-21: Case Management/CRM System	Attachment: <ul style="list-style-type: none"> • TargetX Basic Services Agreement and Proposal • Salesforce Master Subscription Agreement • RFP #08-21 Bid Documents
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> Information  Consent Action </div>
Recommended:  <hr/> Tim Flood Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Instructional Services was approved to fund a case management system/CRM system, which will allow for coordination, intentional outreach, and support of students during their onboarding, pathway participation, applied learning, and co-curricular activities as they work towards transfer or employment readiness. This technology will be utilized by multiple high-touch student success programs (ACP Success Teams, First Year Forward, Academic Success and Equity Programs, etc.) and will allow for coordination of services between these and other programs. A case management/CRM system will provide students, counselors, faculty, and others on campus with information about students' completion of milestones, academic performance, and risks that may negatively impact their success. Potential uses of technology include, but are not limited to:

1. Helping students track their progress in completing milestones, alert them of deadlines and required activities.
2. Grouping students into cohorts based on different attributes of interest and adjusting cohorts as these attributes change.
3. Sending kudos to students for milestone completion or academic performance.
4. Sending alerts to students when off-track, such as poor academic performance or missing important milestones.
5. Sending referral information to students about how to address challenges that may make it difficult to complete their programs.
6. Providing efficient appointment scheduling and tracking tools that are tied to alerts and referrals.
7. Sending alerts to faculty, advisors, and others about students that require support.
8. Automating alerts and referrals to ensure follow-up, save time, and to address student interventions consistently.
9. Providing tools for tracking and viewing the history of student interactions across campus (e.g., academic counseling, tutoring, career services).

10. Providing transparency into who is working with a student and the outcomes of their interactions.

STATUS

RFP #08-21: Case Management/CRM System (RFP) was issued by the Purchasing and Material Management Department and advertised in the San Diego Union Tribune on July 1, 2021, and August 6, 2021. The RFP documents were made available and sent out to 334 vendor firms through the district's PlanetBids bid management portal system. Five vendors submitted electronic proposals by the August 31, 2021, deadline via PlanetBids. An evaluation committee was organized and comprised of the following: deans of instructional services and admissions and student support, interim dean for academic information systems, manager of infrastructure systems and application development, senior enterprise applications developer, representatives from Counseling and faculty, program manager for outreach, director of student services for the Community Learning Center, and purchasing supervisor. The evaluation and selection process involved the following qualified vendors who met the RFP's key criteria to provide a 4.5-hour in-depth scripted product demonstration and best and final offers for a five-year agreement:




Vendors	Cost for Five Year Term
Anthology	\$1,735,830
EAB	Option 1 - \$749,657 (Insight and Action) Option 2 - \$1,015,006 (Scale and Succeed-adds Starfish Degree Planner)
TargetX.com, LLC	\$1,129,261 (includes Salesforce license cost of \$524,261)

Pursuant to the RFP document, the district will award the contract to a responsive and responsible vendor whose proposal is most advantageous to the district. In accordance with the district's AP 6430, the contract will be awarded based upon a "best value" evaluation. Based on the scripted demonstrations, vendors' experience, including experience with higher education, expertise, and client references, the evaluation committee recommends awarding a five-year agreement to TargetX.com, LLC.

Funding is budgeted within Instructional Services, 6606 Guided Pathways funds.

RECOMMENDATION

Approve awarding RFP #08-21: Case Management/CRM System to TargetX.com, LLC and authorize the vice president, administrative services, or designee, to execute the agreement and issue a purchase order.

Subject: Award Contract for RFB #01-22: Benchtop Nuclear Magnetic Resonance Spectrometer	Attachment: <u>RFB #01-22 Bid Document</u>
Category: Consent Items	Type of Board Consideration: <div style="text-align: center;">  </div> <div style="display: flex; justify-content: space-around;"> Information Consent Action </div>
Recommended:  <hr/> Tim Flood Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

As the district plans, addresses, and responds to the effects of the COVID-19 pandemic, the Chemistry Department has identified the need for additional lab equipment to support social distancing and increase student safety. NMR spectrometers are standard measurement instruments currently used in all organic chemistry classes in the Chemistry program. The Chemistry Department requests to purchase duplicates of the already in use NMR spectrometers to minimize contact and transfer between chemistry lab students. These duplicate instruments will allow students to continue to study molecular structure independently, instead of in groups.

STATUS



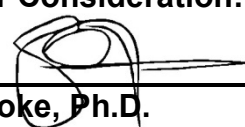
RFB 01-22 Benchtop Nuclear Magnetic Resonance Spectrometer (RFB) was issued by the Purchasing Department and advertised in the San Diego Union Tribune on November 22, 2021, and November 29, 2021. The RFB documents were made available and sent out to 325 vendor firms through the district's PlanetBids bid management portal system. Three bidders submitted electronic proposals by the December 17, 2021, deadline via PlanetBids. The bidders' submittals were evaluated for their responsiveness, and two bidders were deemed as non-responsive.

Pursuant to the RFB document, the district recommends award of the contract to Nanalysis as the lowest responsive and responsible bidder. Purchasing, chemistry and academic information systems staff have determined this bidder as the best overall value to the district.

Funding is budgeted within CARES funds.

RECOMMENDATION

Authorize the director, purchasing and material management to proceed with the procurement from Nanalysis in the amount of \$448,000, plus tax, in accordance with the pricing, terms and conditions of Bid #01-22 as referenced above.

Subject: Ratify and Approve Contracts and Purchase Orders	Attachment: Contract and Purchase Order Ratification List
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around;"> Information Consent  Action </div>
Recommended:  <hr/> Tim Flood Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Board Policy 6330—Purchasing and Contracts requires, in part, that all contracts valued at more than the current bid level, as specified in Public Contract Code §20651 et seq. (calendar year 2021= \$96,700, calendar year 2022 = \$99,100), 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, 2021 through January 5, 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 (CUPCAA) per PCC §220000 et seq.

CUPCAA POs from \$5,000 – \$200,000			
PO #	Vendor	Description	Amount
21003325	Hoffman Engineering & Pipeline	OC 3400 Fire Main Gate Valve Rpl (Fac)	\$24,400.00
21003326	Maurice Gannon	CDC Drainage Repair (Fac)	\$16,725.00
21003327	Maurice Gannon	Bus Stop Retaining Wall (Fac)	\$19,500.00
21003328	Superior Paving Company, Inc	Oceanside Phase 2 Parking Lot (Fac)	\$84,320.40
21003356	Botsford Construction Inc	San 200 and 1100 Building Mod (Fac)	\$24,970.00
21003396	Frontier Fence Company Inc	Police Enclosure Chain Link Roofing (Fac)	\$14,999.00
21003414	Frontier Fence Company Inc	B7000 Automated Barrier Gates (Fac)	\$15,350.00
21003443	Hoffman Engineering & Pipeline	Asphalt Sinkhole Repair, Barnard Dr. (Fac)	\$6,712.00
21003496	Envetco Services	Plasma Guard Install HVAC Systems (Fac)	\$14,187.00
22000004	Botsford Construction Inc	OC 8000 Canopy Replacements (Fac)	\$24,850.00
22000005	Botsford Construction Inc	OC 3400 Bookstore Lighting (Fac)	\$39,270.00

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

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

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

POs from \$25,000 – \$96,700			
PO #	Vendor	Description	Amount
21003322	B&H Photo-Video Inc	Equipment (Theater)	\$50,809.43
21003330	Dovetail Decision Consultants, Inc	Consulting Firm (AS)	\$81,770.00
21003331	Folsom Lake Ford	Equipment (Pol)	\$48,058.25
21003342	CDW Government Inc	Software Agreement (AIS)	\$81,861.12
21003393	Bio Rad Laboratories	Equipment (Bio)	\$45,465.00
21003422	JSTOR	Library E-Resources (Lib)	\$37,500.00
21003467	Cambridge West Partnership LLC	Consulting Firms (IS)	\$52,500.00
21003478	Barnes & Noble Booksellers - Oceanside	Books (WIOA)	\$26,628.63
21003506	Modern Campus USA, Inc.	Software (AIS)	\$45,025.00
21003510	Anthology, Inc of NY	Software Maintenance (AIS)	\$68,722.00
21003527	CDW Government Inc	Equipment and Supplies (AIS)	\$88,664.61
21003539	Modern Campus	Contract Services (CEWD)	\$29,166.00
21003559	Invested Advisors, Inc	Advertising (TCI)	\$65,680.00
21003572	Amazon	Technology Equipment and Supplies (AIS)	\$37,765.89
21003590	Vaughn Irrigation Services Inc	Site Improvement (Fac)	\$29,425.76
21003594	Cart Mart Inc	Equipment - Vehicles (Fac)	\$71,797.72
21003600	JH Technologies, Inc.	Equipment (Bio)	\$43,907.52
22000006	Formlabs Inc	Instructional Equipment (Draft)	\$46,438.17

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
21003332	West Coast Lights and Sirens Inc	Equipment (Pol)	\$14,355.35
21003350	JAMF Software LLC	Software Maintenance (AIS)	\$10,611.00
21003427	JH Technologies, Inc.	Supplies (Bio)	\$14,842.03
21003450	Aztec Containers	Facility Rental (Phys Sci)	\$10,197.23
21003462	Advanced Web Offset	RFQ 02-22 for Printing (CEWD)	\$18,231.81
21003465	Amazon	Supplies (Bus Svs)	\$17,146.80
21003468	Community College League of California	Library E-Resources (Lib)	\$24,135.00
21003469	Pearson Education	Books and Subscriptions (WIOA)	\$10,744.99
21003470	IBM Corporation	Software Maintenance (AIS)	\$17,178.86
21003475	ITHAKA HARBORS INC	Library E-Resources (Lib)	\$11,020.87
21003513	Franklin Jajuan Garrett	Consulting Firms (Career Ed)	\$20,000.00
21003517	Regents of the University of California	Consulting Firms (Career Ed)	\$10,000.00
21003549	Alliant Insurance Services, Inc.	Insurance (Risk)	\$15,627.00
21003560	Fifty Square Feet	Advertising (PIO)	\$24,897.50
21003578	Advantage Mailing Inc	Printing (PIO)	\$12,091.19
21003589	TrueDialog Inc.	Contract Services (SA)	\$21,826.56
22000012	Fisher Science Education	Equipment (Bio)	\$24,107.10

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
21003315	B&H Photo-Video Inc	Equipment (Career Ed)	\$6,902.49
21003333	Motorola Solutions Inc	Equipment (Pol)	\$5,552.98
21003335	VWR International LLC	Supplies (Bio)	\$5,951.84
21003359	Carolina Biological Supply Co	Supplies (Bio)	\$6,372.68
21003417	Computers 2 SD Kids	Student Non-Cash (CLC)	\$7,500.00
21003425	VWR International LLC	Equipment (Bio)	\$5,973.36
21003437	Amazon	Supplies (Lib)	\$9,880.00
21003477	CA Community Colleges Chancellor's Office	Contract Services (Fin Aid)	\$5,900.00
21003502	Amazon (Punchout)	Supplies (Bus Svs)	\$9,109.24
21003520	American Chemical Society	Library (Lib)	\$6,710.00
21003522	Maxient LLC	Software Maintenance (AIS)	\$8,000.00
21003544	Matterhackers	Equipment (CEWD)	\$7,852.49
21003556	Help Desk Technology Corporation	Software Maintenance (AIS)	\$8,444.98
21003576	Rutan & Tucker LLP	Legal Services (HR)	\$5,000.00
21003595	Stanley Steemer	Contract Services (Fac)	\$5,000.00
21003596	VWR International LLC	Equipment and Supplies (Bio)	\$9,884.52
22000013	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
21001633	Intesa Communications Group LLC	Consulting (Career Ed)	\$25,000.00
21002076	Convergint Technologies	Contract Services (Fac)	\$9,240.00
21002111	Follett	Blanket Purchase Order (Std Eq)	\$40,052.50
21002224	ASAP Drain Guys	Contract Services (Fac)	\$7,000.00

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

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

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

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

Total Contract Expenditures: \$1,713,808.87
Ratify MCC purchase orders 21003312 through 22000013

Capital Improvement Program Contract and Purchase Order Ratification List November 23, 2021 – January 5, 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 (CUPCAA) per PCC §220000 et seq.

CUPCAA POs from \$5,000 – \$200,000			
PO #	Vendor	Description	Amount
21003602	Botsford Construction, Inc.	04108 Miscellaneous Const. Svcs. (SAN)	\$55,100.00

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

POs from \$25,000			
PO #	Vendor	Description	Amount
21003420	Division of the State Architect	04101 DSA Plan Review (SAN)	\$57,734.14
21003439	Cauvel & Dacey P.C.	Program-wide Legal Services for FY21/22	\$242,000.00
21003486	Swinerton Builders	04205 Design-Build Competition Stipend (OC)	\$25,000.00
21003487	Dell Marketing L P	04001 IT Equipment (CLC)	\$37,714.13
21003488	C W Driver LLC	04205 Design-Build Competition Stipend (OC)	\$25,000.00

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
21003403	Division of the State Architect	04001 DSA Final Review (CLC)	\$14,805.65
21003418	GST, Inc.	04103 Smart Podium Equipment (SAN)	\$17,207.08
21003419	CDW Government, Inc.	04103 Media Equipment (SAN)	\$19,608.17
21003461	Division of the State Architect	04112 DSA Plan Check (SAN)	\$24,420.00

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
21003368	Anixter, Inc.	04102 Janitorial Supplies (SAN)	\$1,503.59
21003387	Hudson Printing	04004 Signage (CLC)	\$4,957.55
21003388	Anixter, Inc.	04103 Lock Cores (SAN)	\$772.34
21003400	TekWorks, Inc	04202 Specialty Consulting (OC)	\$4,907.37
21003401	VWR International LLC	04103 Equipment (SAN)	\$6,335.49
21003402	Parron Hall Office Interiors	04207 Furniture (OC)	\$2,413.98
21003538	Lowe's	04101 Equipment (SAN)	\$908.94
21003603	Lowe's	04101 Appliances (SAN)	\$1,496.83

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			
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PO #	Vendor	Description	Amount
20000595	Swinerton Builders	04203 Change Order 13 (OCN)	\$76,092.00
20000595	Swinerton Builders	04203 Change Order 14 (OCN)	\$407,045.00
20001813	Conant Company, Inc.	04109 Change Order 7(SAN)	\$104,120.00
20001819	Hamel Contracting, Inc.	04207 Change Order 2 (SAN)	\$106,285.75
20001819	Hamel Contracting, Inc.	04207 Change Order 3 (SAN)	(18,187.44)
21000214	Align Builders, Inc.	04004 Change Order 7 (CLC)	\$62,050.04
21000214	Align Builders, Inc.	04004 Change Order 8 (CLC)	\$49,139.61
21001231	Align Builders, Inc.	04102 Change Order 2 (SAN)	\$73,847.96
21001232	Align Builders, Inc.	04103 Change Order 4 (SAN)	\$71,781.05

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 Month		

MM-17-001 – Architectural and Engineering Services Task Change Orders			
PO #	Vendor	Description	Amount
20000675	PBK Architects, Inc.	04109 Change Order 1 (SAN)	\$32,000.00

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

MM-17-002 – Geotechnical Engineering Task Orders			
PO #	Vendor	Description	Amount
21003485	California Geological Survey	04215 Assessment of Geologic Hazard Report (OC)	\$3,600.00
21003537	MTGL, Inc.	04212 Geotechnical Services (OC)	\$3,500.00

MM-17-002 – Geotechnical Engineering Task Change Orders			
PO #	Vendor	Description	Amount
20001474	Atlas Technical Consultants LLC	04208 Geotechnical Services (OCN)	\$12,221.49

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 Month		

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

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 Month		

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

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 Month		



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

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
21003499	Alliance Engineering of CA, Inc	04005 Constructability Review (CLC)	\$3,200.00

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

Total Contract Expenditures: \$1,528,580.72			
Ratify purchase orders — 21003368, 21003387-21003388, 21003400-21003403, 21003418-21003420, 21003439, 21003461, 21003486-21003488, 21003538, 21003603			
Ratify purchase orders (Task Orders) — 21003485, 21003499, 21003537			
Ratify purchase orders (Contracts) — 21003602			

Subject: Public Hearing 4 p.m. – Proposed Maps Realigning Trustee Areas to Equalize Population and Otherwise Comply with Criteria Adopted by the Board of Trustees	Attachment: Notice of Public Hearing Published and Posted on November 5, 2021
Category: Public Hearing	Type of Board Consideration: Information Consent  Action
	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

National Demographics Corporation, the district's demographic consultant for purposes of realigning the board's trustee areas in compliance with Education Code §5019.5 and other state and federal laws, presented three draft map options for rebalancing the trustee area lines at the November 18, 2021, board meeting.

STATUS

This second public hearing is an opportunity for the board to hear from members of the public regarding the draft proposals to rebalance the trustee areas.

RECOMMENDATION

Conduct the public hearing.

NOTICE OF PUBLIC HEARING

MIRACOSTA COMMUNITY COLLEGE DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Board of Trustees of the MiraCosta Community College District to receive public input and testimony regarding revisions to the District's trustee area plan. Education Code § 5019.5 requires each district that elects its governing board "by-trustee area" to adjust the trustee area plan following the release of the Census. The Board will consider plans based on the 2020 Census.

The public hearing is scheduled as follows:



DATE: January 27, 2022

TIME: 4 p.m.

LOCATION: Zoom Webinar, Passcode: 905749
<https://miracosta-edu.zoom.us/j/97809760278?pwd=a0gwaGZ4Z0RScnpPeHN3NE1OZ1BGZz09>

The public hearing will take place as a part of a regular Board of Trustee meeting. This is the first of two scheduled public hearings. The second hearing is scheduled for January 27, 2022. The Board anticipates taking action at the second hearing to adopt final, adjusted trustee area boundaries.

Please contact Julie Bollerud at (760) 795-6610 for more information.

Subject: Adopt Resolution 10-21/22 Adopting Realigned Trustee Areas for MiraCosta Community College District Board- Members Based on the 2020 Census Pursuant to Education Code § 5019.5	Attachment: Resolution No. 10-21/22
Category: Action Items	Type of Board Consideration: Information Consent  Action
	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

On November 18, 2021, the District's demographic consultants, National Demographics Corporation, presented three draft maps to realign the Board's trustee area boundaries based on the 2020 U.S. Census, as required by Education Code § 5019.5, after which the Board conducted a duly noticed public meeting regarding the draft maps. The Board conducted further discussion on the draft maps at its meeting on December 16, 2021.

STATUS

The Board will be conducting a second duly noticed public meeting on the draft maps at this meeting, after which the Board will be asked to select by majority vote of the full Board a preferred map for future elections.

RECOMMENDATION

Adopt Resolution No. 10-21/22, identifying the Draft Map preferred by the Board, which will be attached as Exhibit A to the resolution.

MIRACOSTA COLLEGE COMMUNITY DISTRICT

RESOLUTION NO. 10-21/22

Resolution Adopting Realigned Trustee Areas for MiraCosta Community College District Board-Members Based on the 2020 Census Pursuant to Education Code § 5019.5

WHEREAS, the MiraCosta Community College District (“District”) currently elects each member of its governing board using “by-trustee area” elections, *i.e.*, elections in which “one member of the governing board shall be elected from each trustee area[,]” and in which “[a] candidate for election as a member of the governing board shall reside in, and be registered to vote in, the trustee area he or she seeks to represent[,]” Cal. Educ. Code § 72036(a); see *also* Educ. Code § 5030(b); and

WHEREAS, Education Code § 5019.5 requires that in the year following the Census (years ending in “1”) the board of trustees of a community college district that conducts its elections by-trustee area shall adjust the boundaries of those areas to equalize their population in light of the new Census data; and

WHEREAS, the District has retained experienced legal counsel, Nielsen Merksamer Parrinello Gross & Leoni (“Nielsen Merksamer”), and an experienced redistricting/demographic consulting firm, National Demographics Corporation (“NDC”), to advise it on the process of preparing a trustee area plan; and

WHEREAS, on August 12, 2021, the Census Bureau released the decennial redistricting data, after a four-and-a-half month delay caused by the COVID pandemic; and

WHEREAS, on September 9, 2021, the Board of Trustees received a presentation from the District’s retained special voting rights counsel regarding the legal and policy criteria governing redistricting; and

WHEREAS, on September 20, 2021, the California Statewide Database released a prisoner-adjusted version of the Census Bureau’s data, as required by state law; and

WHEREAS, the California Statewide Database released a corrected version of those adjusted data on September 27, 2021, which have been designated by the Department of Finance as the “validated” data for purposes of community college district redistricting under Education Code § 5019.5; and

WHEREAS, on October 21, 2021, the District’s counsel provided the Board and the public with demographic information regarding the current trustee areas, based on the adjusted, “validated” 2020 Census data; and

WHEREAS, following the presentation on October 21 the Board adopted Resolution No. 6-21/22 to approve the following criteria to guide the realignment of trustee areas consistent with legal requirements, including reasonably equal population and Section 2 of the federal Voting Rights Act, and which address other concerns and considerations important to the District:

1. The boundaries of the trustee areas shall be established so that the trustee areas are equal in population as defined by law.
2. The boundaries of the trustee areas shall be established so that the trustee areas do not result in a denial or abridgement of the right of any citizen to vote on account of race or color as provided in Section 2 of the federal Voting Rights Act.
3. The boundaries of the trustee areas shall not be gerrymandered in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and its progeny.
4. The boundaries of the trustee areas shall observe communities of interest, including: rural or urban populations; social interests; agricultural, industrial or service industry interests; and the like, insofar as practicable. Among the communities of interest identified to date are the La Colonia neighborhood in Solana Beach and the Samoan community in and around the Mesa Margarita neighborhood in Oceanside, but the Board anticipates that others will be identified as the redistricting process progresses.
5. The boundaries of the trustee areas shall attempt to unify elementary school districts as communities of interest, insofar as practicable.
6. The boundaries of the trustee areas shall be compact, insofar as practicable.
7. The boundaries of the trustee areas shall be created to contain cohesive, contiguous territory, insofar as practicable.
8. The boundaries of the trustee areas may observe topography and geography, such as the existence of mountains, flat land, forest lands, man-made geographical features such as highways, major roadways and canals, etc., as natural divisions between districts, insofar as practicable.
9. Unless otherwise required by law, the trustee areas shall be created using whole census blocks.
10. The boundaries of the trustee areas may avoid the “pairing” of incumbents in the same trustee area, insofar as this does not conflict with the constitution and laws of the State of California and the United States.
11. The boundaries of the trustee areas shall comply with such other factors which become known during the redistricting process and are formally adopted by the Board of Trustees; and

WHEREAS, the Board directed NDC to prepare mapping options in accordance with these criteria; and

WHEREAS, on November 18, 2021, NDC presented three draft plans drawn in accordance with the foregoing criteria (Draft Maps A, B, and C), after which the Board conducted a duly noticed public hearing on the draft maps; and

WHEREAS, on December 16, 2021, as part of its Organizational Meeting, the Board received a presentation from NDC and Nielsen Merksamer regarding Drafts A, B and C, after which the Board engaged in further discussion of the maps; and

WHEREAS, on January 27, 2022, the Board conducted a second duly noticed public hearing on the draft maps; and

WHEREAS, the Board has fully considered the presentations of its counsel, the current demographics, and all of the public comments received; and

WHEREAS, the Board now wishes to adopt criteria to guide the realignment of trustee areas consistent with legal requirements, including reasonably equal population and Section 2 of the federal Voting Rights Act, and which address other concerns and considerations important to the District; now, therefore, be it

WHEREAS, the populations in the proposed trustee areas of all the draft trustee area plans are substantially equal in population, in compliance with legal requirements; and

WHEREAS, Section 2 of the Voting Rights Act, 52 U.S.C. § 10301, prohibits the use of any voting qualification, or prerequisite to voting, or standard, practice, or procedure in a manner which results in a denial or abridgement of the right of any citizen of the United States to vote on account of race or color, and all the draft trustee area plans comply with Section 2 of the Voting Rights Act; and

WHEREAS, each of the plans is drawn to follow major thoroughfares, and respect topography and geography and communities of interest, to the extent possible, while still complying with equal population requirements and federal and state law; and

WHEREAS, each of the plans is drawn to be compact and to contain cohesive, contiguous territory to the extent possible; now, therefore, be it

RESOLVED by the MiraCosta Community College Board of Trustees as follows:

Section 1. Determination of Recitals. All of the recitals set forth above are true and correct, and the District Governing Board so finds and determines.

Section 2. Adoption of Trustee Area Plan. The Board of Trustees prefers the trustee area boundaries in proposed Draft Map ___, attached hereto as Exhibit “A” and incorporated herein by this reference; believes that its adoption would best serve the public interest of the District’s residents and voters; and by this resolution hereby adopts the trustee area boundaries in that Plan for use at the District’s November 2022 election and subsequent elections until a further re-alignment is required pursuant to Education Code § 5019.5, following the release of the 2030 Census.

Section 3. Implementation. The Chancellor and/or her designee shall take all actions necessary to notify the San Diego County Registrar’s Office and the San Diego County Committee on School District Organization of the Board’s determination forthwith and provide whatever assistance may be required by the Registrar’s Office to complete the process.

Section 4. Correction of Nonsubstantive Clerical Errors. Because the new trustee area plan may contain technical anomalies caused by errors in the 2020 Census line files that do not substantively affect the populations in the trustee areas, the trustee area boundaries, or the intent of this resolution, which anomalies are not revealed until implementation begins, the Chancellor and/or her designee is authorized to make technical emendations to the new plan that do not substantively affect the populations in the trustee areas, the trustee area boundaries, or the intent of this resolution, and shall advise the Board of any such

emendations that are found to be required in plan implementation by the County Registrar's Office.

Section 5. Consultation with Legal Counsel. The Chancellor shall consult with legal counsel as needed to resolve any legal issues necessary to give effect to this Resolution.




PASSED AND ADOPTED by the Board of Trustees of the MiraCosta Community College District, this 27th day of January, 2022, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Subject: Approve Amendment No. 1: Social Tech, Inc.	Attachment: Amendment No. 1 with Social Tech, Inc.
Category: Action Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around;"> Information Consent  Action </div>
Recommended:  <hr/> Tim Flood Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

On June 10, 2021, the board approved Agenda Item VI.A, allowing the district to enter into an agreement with Social Tech, Inc. for an intensive Futures Leadership Academy to help build understanding, capacity, and leadership in Futures methodology. As a result of the Coronavirus pandemic and the disproportionate impact on people of color and those that are in the lower skilled ranks, the Futures Leadership Academy has provided faculty, classified professionals, and administrators training to promote an equitable recovery from the pandemic. This is a California Community College system priority and is in direct alignment to the mission and commitment of MiraCosta College.

STATUS

The objective of the work by Social Tech, Inc. is to assist MiraCosta College in recovery and futureproofing the organization through a focus on just, equitable, and sustainable futures. MiraCosta College has a commitment to become a racially just organization and have a focus on historically marginalized populations within its community. Given the health, economic and educational impacts of COVID-19 on the student population and the community the college serves, this work is timely and critical. Pursuant to Board Resolution No. 21-19/20, Emergency Conditions and Response to COVID-19 authorizing the superintendent/president and/or their designee to take any and all actions necessary to ensure continuation of public education, and the health and safety of the students and staff, including provisions of alternative educational program options.

Government Code Section 53060 "Special Services and Advice" states: "The legislative body of any public or municipal corporation or District may contract with and employ any persons for the furnishings to the corporation or district special services and advice in financial, economic, accounting engineering, legal or administrative matters if such persons are specially trained and experienced and competent to perform the special services required".

Funds are budgeted within HEERF Institutional funds and district Fund 41.

RECOMMENDATION

Authorize the director, purchasing and material management to proceed with the execution of Amendment No. 1 with Social Tech, Inc. in the amount of \$182,970 and a change order to the original purchase order issued.

**AMENDMENT NO. 1
TO THE
AGREEMENT WITH SOCIAL TECH, INC.**

This Amendment No. 1 ("Amendment") to **AGREEMENT WITH SOCIAL TECH, INC.** ("Agreement") is entered into this January 28, 2022 by and MiraCosta Community College District ("District") and Social Tech, Inc. ("Contractor") with reference to the following Recitals, all of which are incorporated herein.

WHEREAS, on or about June 11, 2021 the District and the Contractor entered into the Agreement.

WHEREAS, on or about January 27, 2022 the Board of Trustees approved the District and the Contractor to enter into this Amendment.

WHEREAS, the District and Contractor desire to amend the terms of the Agreement as set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and Contractor, the District and Contractor agree to amend the Agreement as follows:

1. Amendment to Agreement.
 - Update Contractor's legal name from Social Tech, Inc. to SocialTech.ai LLC
 - Update the Contract and Performance Specifications as follows:
 - Increase rate of payment by \$182,970 for an updated total not to exceed \$414,970 to cover additional services (See Attachment 1-Contractor's Proposal).
2. Effectiveness of Amendment. This Amendment shall be deemed effective as of the date set forth above.
3. Authority to Execute. The individuals executing this Amendment on behalf of the District and the Contractor warrant and represent that she/he is duly authorized to execute this Amendment on behalf of the District or Contractor, as applicable and to bind such Party to the terms hereof.
4. No Other Amendments. Except as expressly set forth in this Amendment, no other term or condition of the Agreement is modified or amended.

IN WITNESS HEREOF, the District and Contractor have executed this Amendment as the date set forth above.

<p style="text-align:center">"DISTRICT" MIRACOSTA COMMUNITY COLLEGE DISTRICT</p> <hr/> <p style="text-align:center">Tim Flood, Vice President Administrative Services</p>	<p style="text-align:center">"CONTRACTOR" SOCIALTECH.AI LLC</p> <hr/> <p style="text-align:center">Parminder K. Jassal, Ph.D. CEO</p>
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ATTACHMENT 1 – CONTRACTOR’S PROPOSAL

Name Change from Social Tech Inc. TO SocialTech.ai LLC

GRAND TOTAL for Amendment Cost: \$182,970

\$91,000 for Labor

+ Estimated Expenses of \$35,000 (itemized at end of amendment)

+ Futures Platform Subscription from mid-April to December 31, 2022 of \$56,925

+ \$45 wire fee to Futures Platform.

\$182,970

Amendment Elements

1. Convert half of original sessions (3 of the original 6 sessions) to in-person \$30,000
February 2, March 2 and April 12 sessions to be converted to in-person.
Sessions are longer due to in-person set-up, tech checks, and lunch.
2. Add 3 new sessions: two accelerated and one board meeting \$33,500
Add two four-hour Futures 101 Accelerated Courses and one two-hour board meeting.
Develop new materials.
3. Add Dr. Erica Barreiro’s time \$15,000
Dr. Barreiro will join in-person on either Feb 1-2 or March 1-2, plus the board meeting on April 13. 100 hours at \$150 per hour. (does not include travel costs)
4. Add 50 extra hours at \$250 per hour \$12,500
Hours for tasks such as planning out modular futures curriculum development at MCCD, writing, external communications, blogs, proposals for presentation, and articles. These hours to be billed when used.
5. Continue the Futures Platform subscription until December 31, 2022 through SocialTech.ai. \$56,925+\$45 for wire cost = \$56,970.
6. Expenses (\$10k+ \$18k+\$6k+1k) \$35,000

\$10k

Speaker costs \$500 stipend x 8 = \$4000

Press Releases - \$250 per release * 2 = \$500

Token of appreciation - 60 tokens - 60 * 50 = \$3000

[Game](#) as a resource for facilitators to use with their teams - 12*80=\$960

Maps or other materials - \$1000

\$18k

Travel – budgeted @ \$2000 per trip because of longer hotel stays

Includes Hotel, Ground transportation, Airfare, Meals and other minor travel expenses

\$2000*9 trips = \$18k

\$6k

Travel hours = 80 hours * 3 trips * \$25/hour = \$6k

\$1k

Misc.

Revised Schedule

1. *Original Session Schedule 1-4pm PT / 3-6 CT*
Addition of 3 in person sessions

February 2, 2022 - in person meeting (those that are new need to understand)

February 16, 2022

March 2, 2022 - in person meeting

March 16, 2022

April 12, 2022 - in person meeting

April 26, 2022

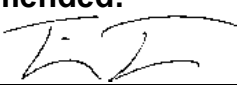

2. *Two new Sessions 12 noon – 5pm PT / 2-7 CT (includes lunch) of 40ish participants (may or may not be part of a plan group) Focus on 101 Basic Futures and Intro to Radar*

February 1, 2022 - in person meeting

March 1, 2022 - in person meeting

3. *One new board Meeting 3-5pm PT / 5-7 CT (dinner)*

April 13, 2022 – in person meeting

Subject: Approve Replacement; Hardware/Software Maintenance and Support of Data Storage Area Network (SAN)	Attachment: None
Category: Action Items	Type of Board Consideration: Information Consent <input checked="" type="checkbox"/> Action
Recommended:  _____ Tim Flood Vice President, Administrative Services	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The Technology Master Plan includes equipment replacement and increased storage capacity, to ensure appropriate digital storage. The current Data Storage Area Network (SAN) at the Oceanside campus has reached its storage capacity and technological “end of life”. To ensure continued digital storage access, Academic Information Services (AIS) has identified new equipment replacement that will maintain current levels, while allowing for additional digital storage growth.

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. District staff have reviewed the terms and conditions and find that purchases made utilizing the NASPO cooperative agreement #MNWNC-125 awarded to Trace3 will provide the lowest cost and best overall value for the purchase of new SAN equipment for the district with an overall discount amount of 54 percent before any trade in allowances are applied.




This purchase consists of the following equipment and trade-in of equipment as follows:

Purchase		
1	EA	63TB Datapack
1	EA	31TB Datapack
Contract Price to District		\$308,549.58
Trade-In		
1	EA	6TB Pure Storage Shelf
1	EA	12TB Pure Storage Shelf
Trade-In Value		\$89,675

At this time, funds to complete the project are budgeted within the Information Technology replacement budget. This purchase includes equipment, installation service, hardware/software maintenance for three (3) years and a trade-in of two (2) of the current SAN storage shelves with a procurement cost of \$245,000, including tax.

RECOMMENDATION

Approve the purchase of Data Storage Area Network and authorize the director of purchasing and material management to proceed with the procurement from Trace3 in accordance with the terms and conditions of the WSCA-NASPO Contract (NASPO #MNWNC-125), as described above, at a cost not to exceed \$245,000, including tax.

Subject: Adopt Resolution No. 8-21/22: Authorizing Extension of Kitchell CEM, Inc. Program Management Agreement	Attachments: <ul style="list-style-type: none"> • Resolution No. 8-21/22 • Amendment No. 5 to the Kitchell CEM Program Management Agreement
Category: Action Item	Type of Board Consideration: <div style="display: flex; justify-content: space-around;"> Information Consent  Action </div>
Recommended:  <hr/> Tim Flood Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Kitchell CEM, Inc. (PM) has provided program and construction management services for the district's Measure MM building program under a Program Management Agreement (PM Agreement") awarded by the board in April 2017. The board previously approved four amendments, which collectively resulted in extending the term of the PM Agreement to April 30, 2022 ("Expiration Date"). The PM has satisfactorily completed services under the PM Agreement. As of the PM Agreement Expiration Date, the MM Building Program will be on-going with projects funded by Measure MM proceeds in various stages of development, planning, design, or construction. After the Expiration Date, the district will require the program management services described in the PM Agreement to continue with the completion of the MM Building Program.

If the district engages in a competitive selection process for program management services after the Expiration Date of the PM Agreement term, completion of Measure MM projects will be potentially disrupted and delayed by the time necessary to complete a competitive selection process. There is currently an inflationary spike in construction labor/materials/equipment costs. Delayed completion of Measure MM projects will result in increased costs to complete Measure MM projects. The extent and scope of capital improvements that can be completed with Measure MM proceeds will likely be subject to deductions and deletions as construction costs escalate over time. The PM's program management services after expiration of the PM Agreement term provides continuity and consistency in the planning, design, and construction of Measure MM projects. The PM's knowledge of and familiarity with the status of Measure MM projects, the district's objectives for the Measure MM projects and district procurement and contracting procedures cannot be duplicated.

STATUS

The term of professional services agreements is limited to five years under Education Code §81644. The services under the PM Agreement are in the nature of "construction project management services" as that term is used and defined in Government Code § 4529.12.

Section 4529.12 generally requires the district to engage in a “competitive selection process” for procuring construction project management services.

The district requested the PM submit a proposal for completing program management services after expiration of the PM Agreement term. The vice president, administrative services has reviewed the PM proposal and completed negotiations with the PM to address proposed staffing and compensation. The 5th amendment to the PM Agreement reflects the negotiated staffing and compensation to the PM for a three-year period from May 1, 2022, to April 30, 2025. The 5th amendment is attached to Resolution No. 8-21/22 as Attachment A.

Notwithstanding the limits on the term of professional services agreement and the competitive selection process for procuring construction project management services, the district may contract beyond the statutory term limits and procure construction project management services without a competitive selection process upon findings of necessity by the board. Resolution No. 8-21/22 describes the basis for the district’s approval of the 5th amendment to the PM Agreement without engaging in a competitive selection process.

RECOMMENDATION

Approve Resolution No. 8-21/22: Authorizing Extension of Kitchell CEM, INC. Program Management Agreement and Amendment No. 5 to the Kitchell CEM, Inc. Program Management Agreement.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 8-21/22

AUTHORIZING EXTENSION OF KITCHELL CEM, INC. PROGRAM MANAGEMENT AGREEMENT

WHEREAS, on or about April 20, 2017, the district awarded Kitchell CEM, INC., (“PM”) an agreement titled “Program Management Agreement” (“PM Agreement”) for the PM to complete program management and related services in connection with the district’s Measure MM building program (“MM Building Program”); and

WHEREAS, award of the PM Agreement to the PM was pursuant to competitive selection process; and

WHEREAS, the program management services under the PM Agreement are in the nature of professional services; district contracts for professional services are limited to a maximum term of five (5) years pursuant to Education Code §81644; and

WHEREAS, the PM Agreement incorporated options of the district to extend the term of the PM Agreement (“PM Agreement Term”), with a maximum PM Agreement Term of five (5) years if the district exercised all options to extend the PM Agreement Term; and

WHEREAS, the district approved and issued four (4) amendments to the PM Agreement which collectively extended the PM Agreement Term to April 30, 2022, (“PM Agreement Expiration Date”) and established the compensation due the PM through the PM Agreement Expiration Date; and

WHEREAS, as of the PM Agreement Expiration Date, the MM Building Program will be on-going with projects funded by Measure MM proceeds in various stages of development, planning, design, or construction; and

WHEREAS, after the PM Agreement Expiration Date, the district will require the program management services described in the PM Agreement to continue with implementation of the MM Building Program through a “new” PM Agreement; and

WHEREAS, Government Code §4529.12 generally requires contracting and procurement of the program management services described in the PM Agreement by a “competitive selection process”; and

WHEREAS, California courts recognize a legal exception to the statutory bidding requirements when a public agency determines that competitive bidding would be futile, unavailing, undesirable, impractical, impossible, and would cause additional delay and additional cost. (*Meakin v. Steveland* (1977) 68 Cal.App.3d 490; *Los Angeles Dredging v. Long Beach* (1930) 210 Cal. 348); and

WHEREAS, engaging in a competitive selection process to procure a program manager for the “new” PM Agreement will be futile, undesirable and impractical for the following reasons: (i) the PM has detailed knowledge of and familiarity with the status of Measure MM projects, the district’s objectives for the Measure MM projects and district procurement and contracting procedures that cannot be duplicated; (ii) completion of Measure MM projects will be potentially disrupted and delayed by the time necessary to complete a competitive selection process; and (iii) in an inflationary marketplace, delays to completing Measure MM projects will likely result in increased costs to complete Measure MM projects which erodes the value of Measure MM proceeds by reducing the extent of capital improvements that can be completed with Measure MM proceeds; and

WHEREAS, the PM is ready, willing and able to perform Measure MM program management services under a “new” PM Agreement; and

WHEREAS, the district requested the PM submit a proposal for performing Measure MM program management services from May 1, 2022, to April 30, 2025, ("Extended Term") based on the terms and conditions of the PM Agreement; and

WHEREAS, the PM's proposal for completing program management services during the Extended Term has been reviewed by the district's vice president, administrative services and the district's vice president, administrative services has engaged in extensive discussion and negotiation with the PM: (i) to confirm that skilled, knowledgeable and sufficient personnel resources are proposed to complete program management services during the Extended Term; and (ii) to ensure the compensation to the PM for performing program management services during the Extended Term is fair, reasonable and consistent with reasonable marketplace costs; and

WHEREAS, attached hereto as Attachment A is a copy of the Fifth Amendment to the PM Agreement ("5th Amendment") which is intended to be the "new" PM Agreement between the district and the PM for the Extended Term of May 1, 2022, to April 30, 2025; Attachment A incorporates revisions to the original PM proposal resulting from the vice president, administrative services negotiations, and discussions with the PM.

NOW THEREFORE BE IT RESOLVED THAT:

1. The foregoing recitals and determinations are true, correct and incorporated herein by this reference.
2. It would be futile, undesirable, impractical and not produce any advantage for the district to engage in a competitive selection process to procure program management services for the Extended Term.
3. The 5th Amendment to the PM Agreement for the PM's completion of program management services during the Extended Term is approved.
4. The district's superintendent/president or designee are authorized to execute the 5th Amendment on behalf of the district and to take such actions necessary to implement the intent of this resolution.
5. This resolution shall be effective as of the date of adoption by the Board of Trustees of the MiraCosta Community College District.

DATED, SIGNED AND APPROVED this 27th day of January 2022.

BOARD OF TRUSTEES OF THE
MIRACOSTA COMMUNITY COLLEGE DISTRICT

By: _____
Anna Pedroza
President, Board of Trustees

Attest:

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

STATE OF CALIFORNIA)
)ss
SAN DIEGO COUNTY)

I, Sunita V. Cooke, Ph.D., do hereby certify that the foregoing is a true and correct copy of Resolution No. 8-21/22, which was duly adopted by the Board of Trustees of the MiraCosta Community College District at a meeting thereof held on the 27th day of January 2022, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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

**FIFTH AMENDMENT TO
PROGRAM MANAGEMENT AGREEMENT**

This Fifth Amendment to Program Management Agreement ("5th Amendment") is entered into this ____ day of _____, 2022 by and between MiraCosta Community College District ("District") and Kitchell CEM, Inc. ("PM") with reference to the following Recitals, all of which are incorporated herein.

WHEREAS, pursuant to a competitive selection process, in or about April, 2017, the District awarded the PM the Program Management Agreement ("Agreement") for the PM to provide program management and related services for the District's Measure MM building program.

WHEREAS, the District and PM have previously amended the Agreement by written amendments described as Amendment 01, Amendment 02, Amendment 03 and Amendment 04 (collectively "Prior Amendments"); the Agreement and Prior Amendments are incorporated herein by this reference.

WHEREAS, the Prior Amendments collectively extended the Term of the Agreement to April 30, 2022 and incorporated project construction management services into the scope of the Agreement; the program management services and the construction management services are collectively referred to herein as "PM Services".

WHEREAS, by this 5th Amendment is authorized by the District's Board of Trustees' Resolution No. 8-21/22.

WHEREAS, this 5th Amendment sets forth a further extension of the Agreement Term ("Extended Term"), PM staffing during the Extended Term and compensation due the PM during the Extended Term.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and the PM, the District and the PM agree as follows.

1. Extended Term. The Term of the Agreement is extended to April 30, 2025.
2. District Option to Renew Extended Term. The District shall have options to renew the Extended Term for two (2) additional one (1) year Extended Terms.
 - 2.1. District Exercise of Option to Renew Extended Term. Exercise of the option to renew the Extended Term shall be by written notice of the District to the PM not more than one-hundred eighty (180) days and not less than one-hundred twenty (120) days prior to expiration of the then current Extended Term.
 - 2.2. PM Staff and Compensation Proposal. If the District exercises the option to renew an Extended Term, the PM shall submit a detailed staffing and compensation proposal for the ensuing twelve-month period ("Extended Term Proposal") to the District within thirty (30) days of the date of the District's exercise of the option to renew an Extended Term. Within thirty (30) days of the District's receipt of the Extended Term Proposal, the District and PM shall meet and confer to endeavor to reach mutual agreement on Extended Term Proposal. If the District and PM fail to reach mutual agreement on the Extended Term Proposal, the District's exercise of the option to renew the Extended Term shall be deemed rescinded and the Agreement shall expire as of the expiration date of the then current Extended Term.
 - 2.3. Renewed Extended Term Amendment. If the District and PM reach mutual agreement on the Extended Term Proposal, the terms shall be set forth in a written amendment to the Agreement. Such amendment shall be binding on the District and enforceable against the District only if approved or ratified by the District's Board of Trustees in an open public meeting of the Board of Trustees conducted in accordance with applicable law.
3. Extended Term PM Staffing Plan. During the Extended Term, the PM personnel assigned to complete PM Services shall be as set forth in Exhibit A ("PM Staffing Plan") attached hereto and incorporated herein by this reference. PM personnel identified in the PM Staffing Plan shall not be

replaced, except in accordance with Article 1.5.3 of the Agreement.

4. Extended Term PM Compensation.

- 4.1. PM Personnel. Compensation to the PM for PM Services during the Extended Term shall be based on actual time of PM personnel to complete PM Services billed at the hourly rates set forth in Exhibit B ("Hourly Rates") attached hereto and incorporated herein by this reference. Notwithstanding billings for PM Personnel based on the Hourly Rates, the compensation to the PM for PM Personnel completing PM Services during each twelve-month period of the Extended Term shall be subject to the following annual not to exceed PM personnel fees:

May 1, 2022-April 30, 2023	\$5,535,656
May 1, 2023-April 30, 2024	\$5,245,561
May 1, 2024-April 30, 2025	\$3,186,662

- 4.2. Additional PM Personnel. If required to complete PM Services and subject to prior District authorization, the PM may engage personnel in addition to the personnel identified in the Staffing Plan to complete: (i) communications outreach; (ii) project scheduling; (iii) project design/constructability; and (iv) project estimating. Compensation to the PM for such additional personnel shall be at the hourly rates set forth in Exhibit C ("Additional Personnel Hourly Rates") attached hereto and incorporated herein by this reference. Notwithstanding billings for personnel based on the Additional Personnel Hourly Rates, the compensation to the PM for completing Additional PM Personnel completing PM Services during each twelve-month period of the Extended Term shall be subject to the following annual not to exceed PM personnel fees:

May 1, 2022-April 30, 2023	\$712,560
May 1, 2023-April 30, 2024	\$578,613
May 1, 2024-April 30, 2025	\$279,000

- 4.3. Reimbursable Expenses. In addition to PM personnel fees, the PM shall be paid Reimbursable Expenses for the reimbursable expense items set forth in Exhibit D ("Reimbursable Expenses") attached hereto and incorporated herein by this reference. Reimbursable Expenses are subject to a not to exceed amount of One Hundred Nine Thousand Dollars (\$109,000) for each twelve-month period of the Extended Term.

5. No Other Modifications. Except as expressly set forth herein, all other terms and conditions of the Agreement and the Prior Amendments remain unaffected and unmodified.
6. Modifications to 5th Amendment. The terms of this 5th Amendment may be amended only by written instrument duly executed by authorized employees of the District and the PM and approved by the District's Board of Trustees in an open public meeting of the Board of Trustees conducted in accordance with applicable law.
7. Entire Agreement. This 5th Amendment sets forth the full and complete agreement of the District and the PM relating to the subject matter hereof, superseding all prior discussions, understandings or agreements. The documents forming this 5th Amendment are this 5th Amendment and the following:

Exhibit A	PM Staffing Plan
Exhibit B	PM Personnel Hourly Rates
Exhibit C	PM Additional Personnel Hourly Rates
Exhibit D	Reimbursable Expenses


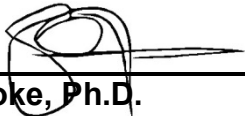
IN WITNESS HEREOF, the District and the PM have executed this 5th Amendment as of the date set forth above.

**MIRACOSTA COMMUNITY COLLEGE
DISTRICT**

**PM
KITCHELL CEM, INC.**

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

Signature: _____
Name: _____
Title: _____
Date: _____

Subject: Board Policy 5700 – Athletics	Attachment: Board Policy 5700 - Athletics
Category: Board Policies – First Reading	Type of Board Consideration:  Information Consent Action
	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 5700 – Athletics have been approved by College Council, and the policy is now presented for a first reading by the board of trustees.

Administrative Procedure 5700 is included for reference only.

RECOMMENDATION

For information only.

The district shall maintain an organized program for ~~men and women~~ students in intercollegiate athletics. The district will offer opportunities for participation in athletics to male, female, and transgender students consistent with state and federal law and California Community College Athletic Association standards. The program shall not discriminate on the basis of gender in the availability of athletic opportunities.

The superintendent/president shall assure that the athletics program complies with state and federal law, the California Community College Athletic Association (CCCAA) Constitution, Bylaws and Sport Championship Handbooks, and the appropriate conference constitution regarding student-athlete participation.

See Administrative Procedure 5700.

MiraCosta Community College District
Page 1 of 1

Adoption History: 4/6/10
 Periodic Review: 5/18/16
 Reference Update: 7/13, 4/15
 References: 20 U.S. Code §§1681 et seq.
 Education Code §§78223, 66271.6, 66271.8, 67360 et seq.

CCLC Update: ACCJC Accreditation Standard II.C.4
 #26, 4/15
 Steering: VPSS

The athletic programs and students participating in athletics at the colleges shall comply with the laws, rules, and regulations established by the State of California and by the California Community College Athletic Association (CCCAA).

Authority for developing, implementing, and monitoring these procedures is vested in the superintendent/president, with the assistance of the athletic director.

Recruitment

Athletic recruitment will follow the procedures established by CCCAA Bylaw 2 and its subsections covering athletic recruiting.

Eligibility

Athletic eligibility will follow the procedures established by CCCAA Bylaw 1 and its subsections.

The following procedural guidelines shall be used in the determination of the eligibility of student athletes to participate in intercollegiate sports:

- A. The athletic director will arrange and attend a student athlete orientation to oversee the completion of eligibility paperwork and answer questions.
- B. Student athletes will be required to submit official college transcripts to MiraCosta College Admissions and Records before being certified as eligible to participate in a sport.
- C. The athletic director and an athletic eligibility specialist will compare athletic eligibility paperwork to the application for admission and college transcripts to verify accuracy and consistency of information required to determine both athletic eligibility and residency status for enrollment-fee purposes.

Reporting

Athletic teams will comply with the reporting requirements of the CCCAA and will provide any data reports that may be required by the Board of Trustees.

MiraCosta Community College District

Page 1 of 2

Effective Date: 4/6/10, 2/19/16, 1/13/22
References: Title IX, Education Amendments of 1972
Education Code §§66271.6, 66271.8, 67360 et seq.
ACCJC Accreditation Standard II.C.4
U.S. Code §§1681 et seq.
Reference Update: 4/15, 7/13
CCLC Update: #26, 4/15
Steering: VPSS / N/A

Program Review

Athletic programs will participate in systematic program review as defined both by the college and as established by the Pacific Coast Athletic Conference.

Funding and Fiscal Oversight

All athletics donations and profits from fundraising efforts shall be collected by the athletic director and received by the MiraCosta College Foundation for deposit in the athletics account. All financial records are to be maintained through the MiraCosta College Foundation and are subject to annual audit. The receipt of funds is to be handled in accordance with procedures established by the district. All funds shall be expended in accordance with procedures as established by the district and are subject to the approval of the athletic director. Approval shall be obtained each time before any funds may be expended.

Name, Image and Likeness Activities

This procedure is subject to modification as changes to state law, federal law, and CCCAA legislation are made.

In conjunction with the California Community College Athletic Association (CCCAA) policy and California law, MiraCosta College and the Department of Athletics have developed specific policies to address name, image, and likeness (NIL) activities of student-athletes.

NIL Defined

A name, image, and likeness activity includes any situation in which a student-athlete's name, image, likeness, or personal appearance is used for promotional purposes by a non-institutional entity, including the individual student-athlete, a commercial entity, or a non-institutional nonprofit or charitable entity. While such activities may provide compensation for a student-athlete, those activities that do not provide compensation are also covered under this policy.

Prospective Student-Athlete: The district will not provide a prospective student-athlete with compensation in relation to the athlete's name, image, likeness, or athletic reputation.

Student-Athletes: The district will not prevent a student participating in intercollegiate athletics from either earning compensation as a result of the use of student-athlete's name, image, likeness, or athletic reputation, or from obtaining professional representation by duly licensed athletic agents or attorneys.

NIL Compensation

Subject to the California law, the CCCAA constitution (see bylaw 1.1.6) and MiraCosta College (MCC) athletic department policy, student-athletes may use their NIL in a variety of ways that may include but is not limited to promoting their own business, promoting or endorsing a corporate entity, conducting camps, lessons, or clinics, making appearances, or signing autographs.

Student-athletes may receive compensation, either in kind or monetarily, for engaging in NIL activities, subject to the CCCAA and the MCC athletics policy.

Student-athletes are prohibited from receiving compensation, either in-kind or monetarily, for engaging in the following NIL activities:

- a. Compensation in exchange for athletic participation, performance or awards at MiraCosta College.
- b. Compensation in exchange for student-athlete's decision to attend MiraCosta College.
- c. Compensation for work not performed.

Student-athletes are prohibited from participating in NIL activities when engaged in official team activities (e.g., practice, competition, media obligations, team travel, promotional activities, etc.)

Student-athletes should not miss class or other academic obligations (i.e., tutors) for NIL activities

Participating in NIL Activities may impact a student-athlete's ability to receive grant sums from outside sources (e.g., Pell Grant.) The student-athlete should discuss these implications with an institutional financial aid staff member or a Professional Service Provider.

International student-athletes should not enter into any NIL agreements without guidance from MiraCosta's International Office against potential immigration laws.

Institutional Disclosure Requirements

Student-athletes are required to disclose contact information for all parties involved in the use of their name, image, and likeness, as well as any involved professional service providers. The student-athlete must also disclose compensation arrangements and the details of their relationship with involved parties. Student-athletes must disclose the proposed name, image, and likeness activities to the institution at least seven (14) days prior to committing to said activities. If arrangements and details of agreements to promote a commercial product or service are amended, the student-athlete must provide notice within 14 days of the change. If the district determines that a conflict between the student-athlete's contract and the student-athlete's team contract, the athletic director will disclose the conflict to the student or student's legal representative, if any, and identify the contractual provisions that conflict.

Student-athlete must complete the MiraCosta College Athletic Department NIL Activity Form and submit to the athletic director.

Institutional Restrictions

A student-athlete may not enter into an agreement with a third-party that conflicts with any existing sponsorship agreements or institutional contract. If the institution identifies a conflict between the student-athlete's name, image, and likeness activities and an existing sponsorship agreement, the institution shall inform the student-athlete of such a conflict so the student-athlete has the opportunity to negotiate a revision of name, image, and likeness activities with the third-party. That revision is also subject to additional review and approval by the institution.

Student-athletes may not enter into an apparel contract that requires the student-athlete to display a sponsor's apparel, or otherwise advertise for a sponsor, during official team activities if the provision is in conflict with a provision of the student's institution's team contract.

Student-athletes may not engage in name, image, and likeness activities while participating in

required institutional activities or while representing the institution.

Student-athletes will not be permitted to use colors, logos, or images, including institutional marks, which identify the institution in any name, image, or likeness activities. A student-athlete may only reference their attendance at the institution and participation in athletics in biographical information. Student-athletes **may not** use institutional facilities for any name, image, or likeness activities, with the exception of use for teaching lessons or for a camp/clinic, provided the rental agreement is in line with that available to the general public. While a student-athlete is permitted to engage in name, image, and likeness activities on the institution's campus, all activities are subject to applicable university policies and procedures regarding third-parties and commercial ventures.

Prohibited Activities

Student-athletes must not use their NIL to promote gambling, alcohol products, tobacco products, adult entertainment, substances banned by the CCCAA and/or NCAA, or products or services that are illegal. Information about NCAA banned substances can be found [here](#). Further, student-athletes are prohibited from using any institutional, conference, or NCAA marks in any name, image, or likeness activity.

Agents

Student-athletes may enter into agreements with professional service providers, including agents. Agent agreements must be for name, image, and likeness activities only and must include details regarding the scope of representation and compensation. Agent compensation must be made at an established rate. Such agreements must be filed with the MiraCosta Athletic Department (specifically sent to the current athletic director). Student-athletes may not engage with any individual who, directly or indirectly, represents or attempts to represent an individual for the purpose of marketing the individual's athletics ability for financial gain or seeks to obtain any type of financial gain or benefit from securing a prospective student-athlete's enrollment at an educational institution or from a student-athlete's potential earnings as a professional athlete.

Institutional Involvement

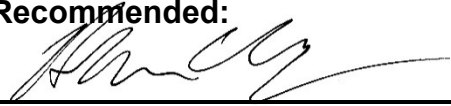
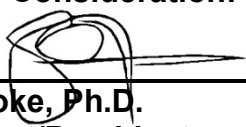
Neither the institution nor an institutional staff member (including volunteers) may be involved in the development, operation, or promotion of any student-athlete's name, image, and likeness activities. Further, institutional staff members may not enter into agreements with, or benefit from, a student-athlete's name, image, or likeness activities.

Financial Aid And Tax Implications

Student-athletes should be aware that receiving compensation for NIL activities could have an impact on their financial aid, especially for those receiving Pell Grants. Student-athletes are encouraged to consult with the MiraCosta College Athletics compliance staff to fully understand these potential impacts. Additionally, student-athletes should be aware that receiving compensation for NIL activities could have tax implications. Student-athletes are encouraged to discuss these issues with their tax advisor.

Exceptions

MiraCosta College, at any time, may authorize variances from, or exceptions to, this NIL Policy that are consistent with MiraCosta College's commitment to compliance with federal law, state law, and conference or CCCAA rules.

Subject:	Attachment:
Student Services Division Board Report	None
Category:	Type of Board Consideration:
College-Related Reports	Information Consent Action
Recommended:	Approved for Consideration:
	
Alketa Wojcik, Ed.D. Vice President, Student Services	Sunita V. Cooke, Ph.D. Superintendent/President

Academic Counseling (Tim Alves and Donny Munshower)

The Counseling staff conducted 8,710 conversations with students, community members, staff, or faculty through the Counseling Services Cranium Café Chat feature. Counseling continues to provide on-ground services to students in addition to robust online services including both appointment and express counseling. The department offered ten online, individual and group, counseling sessions on Saturday to students throughout fall, which were well attended.

Academic Counseling continues to prioritize disproportionately impacted students' needs with expanded counseling services provided to students through Academic Success and Equity (ASE) Programs and Academic and Career Pathway (ACP) success teams. The department dedicated support for justice-impacted students in the Transitions Program and also dedicated counseling hours to both Oceanside High School and El Camino High School students to provide early educational planning for future MiraCostans.

Admissions and Records (Kathy Rodriguez)

Admissions and Records is currently accepting credit and noncredit applications for spring, summer, and fall 2022. The Admissions and Records specialists are busy processing forms, assisting students both in-person and remotely, troubleshooting registration and enrollment issues, and preparing to open the San Elijo office for services on January 18.

Evaluators are currently reviewing fall 2021 graduation petitions and completed their preliminary evaluations before the end of the semester. Graduation petitions are evaluated twice in a semester, a preliminary evaluation and a final evaluation after fall grades have been posted. A total of 1,126 graduation petitions were submitted for the fall semester. See table below for detailed breakdown.

Fall 2021 Graduation Petitions Submitted					
	BS	AA	AS	CA	Total
Fall 2021	2	506	131	487	1,126

Athletics (Patrick Conahan)

Over the last few months, the Athletic Department has completed athletic seasons for men's soccer, women's soccer, and women's volleyball. Men's and women's basketball are both active in their seasons and beginning conference play. Protocols including testing, screening, contact tracing, and managing illness have made every aspect of the traditional intercollegiate season more challenging, so the fact that the three fall sport teams completed seasons and the men's basketball and women's basketball teams have completed their pre-seasons, is worth celebrating.

In fall 2021, the Spartan rosters had a total of 94 student-athletes. Of those, which may reflect duplicated eligibility, 61 passed 12 or more units with a 2.0 GPA; 43 student-athletes passed 12 or more units with a 3.0 GPA; and 13 passed 12 or more units with a perfect 4.0 GPA.

The Athletic Department is planning to pilot an event in spring that will aim to build community and specifically support MiraCosta students that are men of color. The event will be just one component of an effort to dedicate specific time and resources to ensure that this group of students succeeds academically while at MiraCosta College. The department is partnering with the Umoja and Mana programs and will also include the Puente program in this first event.

Campus Assessment, Resources, and Education (CARE) Program (Devon Boone)

The Campus Assessment, Resources, and Education (CARE) Program is continuing to provide case management to students through Zoom, phone sessions, and in-person. The program will continue to provide support to students on a case-by-case basis by offering a variety of modalities to connect based on the needs of our students.

The CARE Program has intentions of shifting our Drive-Thru Farmer's Markets back to on-ground for the spring 2022 semester. Since the inception of the "Drive-Thru" Farmer's Market in June 2020, we have seen close to 2,800 cars access the Drive-Thru Farmer's Market and over 2,300 individuals were served. The campus food pantries on the Oceanside Campus and Community Learning Center had 1,700 student accesses combined.

We look forward to the opening of the new food pantry at the San Elijo Campus in spring 2022.

Extended Opportunity Program and Services (EOPS) (Yesenia Balcazar)

Extended Opportunity Programs and Services (EOPS) served 409 students in fall 2021, which is a 14 percent drop from fall 2020. Counseling appointments and workshops continued to be offered online via Zoom. Counselors provided a total of 1,405 student appointments from August to December 2021. In-person services were limited, but the office was open during the week to provide support to students who were on campus. Student support services like laptops, gas cards, bus passes, school supplies, print accounts, and book vouchers were coordinated and distributed on campus or mailed directly to the students' homes.

Thanks to the support of the Foundation, EOPS students who were vaccinated had an opportunity to attend two outdoor plays at the Moonlight Amphitheatre in Vista. The plays, in addition to an art painting workshop, were a series of outdoor activities planned in fall to bring students together in a safe outdoor environment.

EOPS, in partnership with the Brother Benno's Foundation, awarded 15 scholarships at \$500 each, totaling \$7,500.

The Holiday Angels project served a total of 145 children with toys for the holidays. A special thank you to the MiraCosta College community for their genuine support.

Financial Aid Office (FAO) (Mike Dear)

The MiraCosta College Financial Aid Office (FAO) continues to serve students in-person on campus and remotely via live Cranium Café Chat, Zoom, telephone, and email. Emergency funds from both the federal and state levels continue to be used to assist students with emergency grants and/or to pay off institutional debt, as permitted.

The FAO team is poised to complete the end of fall 2021 Satisfactory Academic Progress (SAP) processes and the first spring 2022 disbursement processes between January 12 and 18. The 2022/23 FAFSA application processing is also underway.

First Year Forward (FYF) (Elle Smith)

First Year Forward (FYF) had 95 percent capacity in the fall. The program continues to focus on increasing the number of students who complete a Comprehensive Student Educational Plan (CSEP) by the end of their first year. Students in the program have completed their Counseling 100 course, and staff efforts are underway to increase enrollment in the late-start Counseling 105 sections, including hosting enrollment sessions to assist with overall course selection and registration.

The team planned and is implementing an outreach strategy for students who did not return from the fall 2021 semester.

GEAR UP (Julie Johnson)

The two GEAR UP cohorts are sophomores (Cohort 1) and freshmen (Cohort 2) at either El Camino High School or Oceanside High School. GEAR UP activities, services, programs, and events include extensive academic support at both high schools. Students are supported by GEAR UP staff in math, science, and English. Academic support is offered in the GEAR UP rooms daily before school, during lunchtime, and after school, both in-person and online.

Additionally, GEAR UP has partnered with tutor.com to provide online 24/7 academic support in both English and Spanish by highly qualified tutors. Our GEAR UP “adults” participate in monthly family workshops provided by GEAR UP coordinators, parent liaisons, and partners at MiraCosta College, Oceanside Unified School District, and Parent Institute of Quality Education.

Health Services (Kim Marquardt)

Student Health Services continued to support students online with telehealth and teletherapy services as well as in-person medical services on the Oceanside Campus in fall 2021. Both the Oceanside and San Elijo health services locations will be open for in-person services in spring 2022. Additionally, telehealth and teletherapy will continue to be offered, based on the individual needs of each student.

Health Services and the nursing department partnered with Champions for Health for two COVID vaccine and flu shot clinics in fall 2021 and will have two more clinics in spring 2022. Additionally, Health Services is partnering with Vista Community Clinic to offer on-campus HIV and Hepatitis B testing monthly in spring. The Student Health Services director is involved in

COVID coordination and acts as the San Diego county liaison, coordinating on campus testing, vaccine verification, contact tracing, vaccine clinics, and exposure notification.

In addition to continuing remote services, the mental health counseling team added "Zoom Rooms" inside Health Services in fall 2021 and will continue to provide those in spring for students that do not have the privacy or technology for therapy at home. The mental health counseling team and peer educators continue to offer workshops, activities, and presentations in partnership with SAS (formerly DSPS), UMOJA, UPRISE, Student Equity, and Prism Collective and are instrumental in providing content for our Wellness Wave Wisdom blog. The mental health counselors have provided trainings/presentations and participated in outreach activities that have reached over 1,000 students, faculty, and staff during the academic year.

International Office (Mia Scavone)

The International Student Office supported 98 enrolled international students during fall 2021 with 21 students living outside of the United States. A total of 43 international students started new at MiraCosta during summer/fall 2021 representing our largest new student in-take since fall 2019. Nine students completed their programs and graduated. There are eight additional international students approved for an optional post-completion practical training.

The International Office is planning the new student orientation for spring students on January 18. Currently, 26 new students are enrolled for the spring semester.

Noncredit Student Success and Support Program (NCSSSP) (Mitra De Souza)

The Noncredit Student Success and Support Program expanded its services in fall 2021 by implementing a new outdoor Welcome Center. This booth is staffed by two campus aides and provides in-person services to current and prospective students. The Welcome Center staff assists students with completing admissions applications, setting up their SURF accounts, registering for classes, uploading vaccination/exemption documentation, navigating CANVAS, and applying for resources such as laptops and emergency grants. The staff are bilingual (English/Spanish), so they can effectively assist the large Spanish speaking population.

The Welcome Center assists the Admissions and Records Office by referring students who need additional support to the appropriate staff member or office, which helps keep the foot traffic moving in the lobby. The staff are also trained on assisting students with accessing the food pantry and assist when the CARE outreach aide is off-site getting food for the pantry. Additionally, they are trained to use SARS, so they are able to schedule counseling appointments for students.

San Elijo, Student Services (Terrence Shaw and Chelsea Kott)

The San Elijo Campus is actively preparing for reopening this spring to welcome back students with supportive and inclusive spaces.

The San Elijo team worked in collaboration with departments to offer programming around Latinx History Month, Abilities Awareness, LGBTQIA+ History Month, Native American and Alaskan History Month, CARE, Title IX Domestic Violence Awareness, Veterans, and Service Learning.

School Relations/Diversity Outreach (Jonathan Gomez)

The School Relations/Diversity Outreach department recruited and trained a team of 24 student ambassadors during the month of August. In September, student ambassadors were welcomed to resume in-person services at local high schools and have been making weekly visits. Ambassadors and Outreach staff have also been able to staff in-person booths at several community events and festivals throughout district, provide support with dual enrollment efforts, and staff the Help Hut on the Oceanside campus. In December, student ambassadors made phone calls to over 1,750 students to promote spring enrollment.

Additional ambassadors were hired in December to serve in the spring semester both to support the Help Hut and to dedicate time in the community and at local schools.

Service Learning and Volunteer Center (Bea Palmer)

Service Learning was only offered virtually through community partners and projects that informed and served the local community. The center also hosted three virtual volunteer fairs offered at different times to meet the needs of the students.

To meet students' online needs and address technology challenges, Service Learning staff worked with AIS to create an online system from which to access all service learning forms. This will help students access and track their course-connected and co-curricular service hours.

Sociology instructor Edwina Williams coordinated a collaborative service learning project with NSDC NAACP that brought together community leaders, student's research on the history of NAACP, and offered the program to campus and local community via Zoom and an online google website. The center is working in collaboration with CSUSM and NSDC NAACP to host Dr. King's Day of Service, all service sites are outdoors and volunteers are required to show proof of vaccine and wear a mask. Below are the fall semesters numbers for service learning and volunteer programs.

Description Fall 2021	Total
Service Learning Hours	2894.75
Students who participated in Service Learning (course-connected service)	215
Volunteer (co-curricular) hours	335.25
Students who participated in co-curricular service	52
Faculty who incorporated service into their courses (not duplicated)	17
Courses that included Service Learning	23
Total of courses that included service learning (duplicated)	32
Total number of community partners (includes campus and virtual projects)	23

Student Accessibility Services (SAS) formerly DSPS (Jeff Higginbotham)

The Student Accessibility Services (SAS) Department successfully rebranded and transitioned from Disabled Students Programs and Services (DSPS) to Student Accessibility Services (SAS) during fall 2021.

The department observed an increase in student headcount during the fall 2021 semester (625) compared to fall 2020 (564). During fall 2021, the SAS department proctored 160 exams in coordination with the Academic Proctoring Center, compared to 64 during spring 2021 and 50 during fall 2020.

The SAS Department conducted “Launch to Success” in partnership with MiraCosta College’s Social Justice and Equity Center (SJEC) as part of the college’s annual Ability Awareness programming.

During February, SAS will begin offering CCCCO-supported Learning Disability assessments as a service in an effort to help eligible students qualify for academic accommodations.

This spring 2022, the SAS department is planning to launch its Ability Ally professional development training program for MiraCosta College employees. The program is intended to promote disability awareness, universal design, and to inform participants about academic accommodations and services available through MiraCosta College’s SAS Department. The department will continue to safely provide all services and accommodations through a combination of remote and on-campus formats at each campus within the district.

Student Equity (Kristina Londy)

The Department of Student Equity continues to offer support and training across various spaces within the college. Of particular note, the department has partnered with the Office of the President to offer annual campus book reads to underscore the campus mission, vision, and values, and to assist in operationalizing the campus statement supporting a racially just campus. The department also began the process to develop the districtwide student equity plan due in late 2022.

Academic Success and Equity (ASE) Programs created opportunities for students to make virtual connections through Welcome Events such as the Umoja Kickoff, Mana Welcome, UPRISE UndocuStudent Guided Pathways Conference, Transitions Orientation, PUENTE Bienvenida, and RAFFY Welcome. ASE programs also hosted virtual community building opportunities that include: PUENTE Study Hall, RAFFY Support Circle, UPRISE Village Hours, Mana Talanoa, and Umoja Porch Talks. In honor of National Hispanic Serving Institution (HSI) Week, ASE also hosted an event for all ASE programs titled De la Misma Raíz, From the Same Root, where students learned about how African American and Mexican communities have worked collectively to challenge and overcome social injustice.

LGBTQIA+ Equity launched the Pride Inclusion training (student version) in the fall semester and enrolled nearly 50 students with 15 students having already completed the training. In total, 24 participants, from both the student training and employee training, have been certified through the fall 2022 semester. The program has expanded dedicated services to include two associate academic counselors, offering major-related and career-specific counseling. With this addition, the hope is to build out the program as a new ASE program offering by the end of 2022.

Undocumented People Rise In Solidarity and Empowerment (UPRISE) continued services in a remote fashion, serving nearly 20 students and reaching more than two hundred students and

community members through events. In collaboration with California State San Marcos and the California Community College Chancellor's Office, UPRISE held their third annual Undocumented Student Action Week with a record attendance of students and community empowering to take action in support of our undocumented students. Higher Education Legal Services through Jewish Family Services will begin to be offered in person at both the OCN and CLC Campus beginning spring 2022.

The Social Justice and Equity Center welcomed nearly 400 attendees to events during the fall 2021 semester and reached 862 followers on its Instagram account @mccsjec, where events are posted and resources are shared. The SJEC student interns continued to facilitate conversations about individual chapters of Ijeoma Oluo's So You Want to Talk About Race as part of the SJEC Talks about Race series.

Student Life and Leadership (Terrence Shaw and Chelsea Kott)

Engage, the student engagement platform, has grown significantly, now serving as the place to apply to study abroad programs, and the number of student club users has grown from 931 last year up to 1,677 students this fall semester. This represents an 80.1 percent increase in usage of the Engage platform.

Our Associated Student Government is actively working across shared governance to pursue their goals and work to connect students with crucial services. They held virtual, in person, and drive-through programming to build community in fall 2021.

Orientation and Student Support (OSS) (Tina Helmstreit)

In August 2021, the Student Success and Support Program or SSSP department was renamed to Orientation and Student Support (OSS) which reflects student feedback. The OSS department along with many Student Services partners are in the middle of creating a new online orientation program with Advantage Design Group. This new online orientation platform would integrate many best practices and modernize the district's current canvas orientation program. The anticipated launch is mid-spring 2022.

Testing (Sinclair Tirona)

The Testing and Academic Proctoring Center (ACP) has continued to serve and support students and faculty with both remote and in-person services. We have continued online proctoring services via Zoom and also provides services to all Student Accessibility Services (SAS) students with exam accommodations; students with extenuating need/circumstances; students taking the Chemistry Challenge Exam or Spanish Challenge Prompts (virtual and in-person); and to students completing the Spanish Credit for Prior Learning (formerly CBE) (virtual and in-person). Additionally, we offer in-person makeup exam proctoring for our students taking on-ground courses.

The staff continue to provide placement and assessment services and support to students virtually and in-person through a variety of means, including multiple measures, high school transcript evaluation, and our guided self-placement tools in English, Math, and ESL.

Transfer Center (Lise Flocken)

During the fall of 2021, the Transfer Center facilitated over 95 workshops where just over 900 students were served in the workshops. A linktree was created for easy access to all events.

Additionally, non-traditional hours (Monday – Sunday) were offered to meet the needs of MiraCosta students. The Transfer Center has built an Instagram following of over 1,000 students, which is where events are posted and resources are shared.

The Transfer Center's total student contacts from July to December was 5,781.

Additionally, 86 percent of the STEM ACP cohort have Comprehensive Student Education Plans (CSEPs) or ACEPs.

Veterans Services (Philip Walcott)

Veterans Services has been assisting our military-affiliated students with enrollment for spring 2022 courses. There have been some changes in VA regulations and requirements related to the GI Bill recently, so Veterans Services has been working hard to ensure effective communication with students about these changes.

So far, 226 students have requested certification for GI Bill benefits for spring 2022.

During summer and fall semesters, our Veterans Services website has been updated extensively, and we have set a goal to increase engagement with students via our social media pages (Facebook and Instagram).

Also in the fall semester, we celebrated Veterans Week and recognized our veteran students by mailing notes that we collected from students, faculty, and staff. With help from the Public Information Office, a video tribute was created and sent to our veteran students, which was also sent out campus wide and to all of our military-affiliated students. Lastly, Veterans Services collaborated with Health Services to provide a workshop specifically for our Veteran students.