



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

REGULAR MEETING
4 P.M. – THURSDAY – JUNE 20, 2024
COMMUNITY ROOM – COMMUNITY LEARNING CENTER (CLC-127)
1831 MISSION AVENUE – OCEANSIDE, CA

AGENDA

I. CALL TO ORDER AND REPORT OUT FROM CLOSED SESSION

II. FLAG SALUTE / ROLL CALL

III. OATH OF OFFICE

- A. 2024/25 Student Trustee – Rahime Demirci
2024/25 Associated Student Government President – Edrei Padilla

IV. APPROVE MEETING MINUTES

- A. Workshop of May 9, 2024
- B. Special Meeting/Closed Session of May 16, 2024
- C. Regular Business Meeting of May 16, 2024

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

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

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

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

VI. CHANGES IN AGENDA ORDER

VII. PRESENTATIONS

- A. Student Success and Equity Metrics Update

VIII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
- B. Approve Employment Contract for Dean of Admissions and Student Support
- C. Approve Salary Schedule and Employment Contracts for Professional Experts
- D. Approve Employment Contracts for MiraCosta Community College District Academic Administrator Association Members
- E. Approve Personal Services Contract
- F. Approve Personal Services Contract
- G. Approve Reclassification of Existing Positions
- H. Approve Reorganization of Police and Campus Safety and Athletics
- I. Ratify Memorandum of Understanding 24-07 with Faculty Assembly
- J. Approve Additional Summer 2024 Program Components Appendix for the Oceanside Unified School District CCAP Dual Enrollment Program
- K. Approve Out-of-Country Travel – Eric Bishop
- L. Approve Out-of-Country Travel – Ruben Gomez and Rick White
- M. Approve Out-of-Country Travel – Sunny Cooke and Mike Fino
- N. Approve The American Institute for Foreign Study (AIFS) Faculty-Led Study Abroad to Florence, Italy – Summer 2025
- O. Approve Southern California Foothills Consortium Memorandum of Understanding – Fall 2024 Semester
- P. Approve Legal Services
- Q. Approve FY2026-30 Five-Year Capital Construction Plan
- R. Approve Microsoft Volume Licensing Software and Campus Agreement
- S. Approve Purchase of Proofpoint Email and Cloud Security Protection Bundle
- T. Approve Annual United States Postal Service Usage and Cost
- U. Approve FF&E Purchase for OCN New Chemistry Biotechnology Building
- V. Approve FY2025 Tentative Budget
- W. Ratify and Approve Contracts and Purchase Orders

IX. ACTION ITEMS

- A. Approve Employment Contract for Superintendent/President
- B. Approve Employment Contracts for Assistant Superintendents/Vice Presidents, Vice President, Associate Vice President, and Chief Inclusion, Diversity, Equity, Accessibility Officer
- C. Adopt Resolution No. 19-23/24 – Excuse Board Member Absence
- D. Award and Execute Construction Services Contracts for Bid No. MM24-003 Project A Recycled Water Installation Project and Project B ADA Path of Travel Project at (SAN)
- E. Approve Extension of Lease Agreement with Class Leasing LLC for Oceanside Campus – Temporary Facilities

X. SECOND READ – BOARD POLICIES (Action Required)

- A. Board Policy 4020 – Programs, Curriculum, and Course Development

XI. PERIODIC REVIEW – BOARD POLICIES (Action Required)

- A. Board Policy 4010 BP – Academic Calendar

XII. FIRST READ – BOARD POLICIES

- A. Board Policy 4025B BP – Philosophy and Criteria for Baccalaureate Degree and General Education
- B. Board Policy 4100B BP – Graduation Requirements for Baccalaureate Degree and General Education
- C. Board Policy 4100C BP – Graduation Requirements for Adult High School Diploma and Noncredit Certificates

XIII. INFORMATION

- A. 2024/25 Board Goals
- B. Annual Legal Services

XIV. COLLEGE-RELATED REPORTS

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

XV. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS


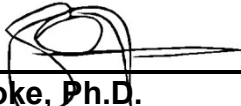
XVI. ADJOURNMENT

UPCOMING MEETINGS

**4 p.m. – July 18, 2024
Regular Business Meeting**

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

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

Subject: 2024/25 Student Trustee – Rahime Demirci 2024/25 Associated Student Government President – Edrei Padilla	Attachment: None
Category: Oath of Office	Type of Board Consideration:  Information Consent Action
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

In accordance with the provisions and limitations of the Education Code, the board of trustees designates that the student member of the board of trustees shall be elected by the students enrolled in the MiraCosta Community College District so that the office is filled by June 1 of each year.

STATUS

The Associated Student Government (ASG) held a general election in late April for elected positions. Elected this year are Rahime Demirci, student trustee, and Edrei Padilla, ASG president.

RECOMMENDATION

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



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

MINUTES OF CLOSED SESSION MEETING

**MAY 16, 2024
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, May 16, 2024, in Room 1054 at the Oceanside Campus. President Rick Cassar called the meeting to order at 2 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	George McNeil
Raye Clendening	Anna Pedroza
Heather Conklin	Jacqueline Simon

Board members absent:

Frank Merchat

Administrators present:

Superintendent/President Sunny Cooke

Assistant Superintendent/Vice President Charlie Ng

Others Present:

Executive Assistant Julie Bollerud

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

None.

IV. DECLARE NEED FOR CLOSED SESSION

At 2 p.m., the board announced the need to enter closed session, along with Executive Assistant Julie Bollerud, to discuss the following topic:

A. Public Employee Performance Evaluation

(Pursuant to Government Code section 54957)

Title: superintendent/president

At 3:15 p.m., Julie Bollerud left the room, and Superintendent/President Cooke and Assistant Superintendent/Vice President Ng joined the board and continued closed session and discussion of the following topics:

B. Conference with Labor Negotiators

(Pursuant to Government Code Section 54957.6)

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

C. Employee Discipline/Dismissal/Release, Number of Potential Cases: 3

(Pursuant to Government Code section 54957)

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

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

A. Public Employee Performance Evaluation

(Pursuant to Government Code section 54957)

Title: superintendent/president

No report.

A. Conference with Labor Negotiators

(Pursuant to Government Code Section 54957.6)

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

No report.

B. Employee Discipline/Dismissal/Release

Number of Potential Cases: 3

(Pursuant to Government Code section 54957)

No report.

VI. ADJOURNMENT

The meeting adjourned at 3:52 p.m.

MINUTES APPROVAL:

Rick Cassar
President

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



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

MINUTES OF REGULAR BUSINESS MEETING

**MAY 16, 2024
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, May 16, 2024, in the Boardroom, Room OCT-200, at the Oceanside Campus. President Rick Cassar called the meeting to order at 4:05 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Anna Pedroza
Raye Clendening	Jacqueline Simon
Heather Conklin	Kenneth Pilco
George McNeil	

Board members absent:

Frank Merchat

Administrators present:

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

III. APPROVE MEETING MINUTES

A. Special/Closed Meeting of April 18, 2024

B. Regular Business Meeting of April 18, 2024

By motion of Trustee McNeil, seconded by Trustee Clendening, the board approved the special/closed meeting minutes and the regular meeting minutes of April 18, 2024.

Vote: 5/0/1

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

Abstentions: Pedroza

Absent: Merchat

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

None.

V. CHANGES IN AGENDA ORDER

None.

VI. PRESENTATIONS

A. IDEA Update

Chief IDEA Officer Wendy Stewart presented an array of transformative initiatives and achievements to the board, showcasing the dynamic progress made over the past year and outlining future goals. Central to these efforts was the institutionalization of infrastructure to support IDEA (Inclusion, Diversity, Equity, and Accessibility) initiatives within the college framework.

One pivotal development was the establishment of an IDEA advisory, charged with reviewing available data to pinpoint areas necessitating improved representation and inclusivity. Complementing this, an accessibility workgroup, boasting a diverse composition drawn from across campus, was formed to ensure universal accessibility, thereby underscoring the commitment to equity-minded practices.

A notable stride towards fostering accessibility was the launch of an accessibility webpage. This was accompanied by a forward-thinking approach grounded in Futures thinking with the creation of internal and external classes to build more Futures thinkers, in addition to regular signal spotter sessions aimed at connecting the work at the college with equity implications that could arise based on the signals.

Continuing its dedication to fostering inclusivity, the IDEA Office will continue offering its bias education webinar series, featuring esteemed experts in the field. Additionally, dialogue circles, facilitated through a partnership with the National Conflict Resolution Center, and campus-wide book reads, will serve as forums for fostering meaningful discourse and awareness.

Echoing this commitment at the district level, a dedication to employing culturally responsive practices and pedagogy to narrow student equity gaps was reaffirmed. The Academic, Success, and Equity (ASE) programs, bolstered by community partnerships, are poised to enhance their array of specialized services for students, thereby fortifying support networks crucial for student success.

Dr. Stewart also provided insights into the forthcoming social justice and equity centers, slated to open by 2026. Responding to student requests dating back to 2014, the imminent realization of these spaces stands as a testament to the enduring commitment towards fostering an inclusive and equitable campus environment.

B. Facilities Futures Plan Update

Assistant Superintendent/Vice President Tim Flood provided a comprehensive overview of the progress achieved thus far, the foundation for an ambitious ten-year plan. Gensler's Deborah Shepley and Dennise Gurmilar shared the approach taken in crafting the facilities planning framework, included leveraging principles of equity, collaboration, adaptability, and sustainability. The framework, enriched by extensive feedback from both internal and external stakeholders gathered in spring 2023, is now undergoing further refinement through a forward-looking Futures planning perspective.

Tailored recommendations were unveiled for each campus. At the Oceanside Campus, underperforming and temporary structures will be removed, while amplifying the campus's entrance points and interconnectivity. Future endeavors include establishing a central quad and a welcoming terraced gateway, creating versatile event spaces, a

business tech hub, an arts walk, and a dynamic community hub area to use as a flexible space.

Plans for the Community Learning Center entail the construction of two new buildings, the possible specific functions of which are being developed. At the San Elijo Campus, the vision includes a university center to foster partnerships and collaboration to offer more paths to bachelors degrees in our community. The initial plan for the central quad, now an even larger area with the demolition of the 800 Building, will be further developed into a spacious gathering space.

Expressing gratitude to survey respondents and the dedicated Kitchell team, Flood outlined next steps, including the dissemination of the Facilities Futures Plan for comprehensive review and input from all constituent groups.

VII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions**
- B. Adopt Annual Resolutions Authorizing Designated Agents**
- C. Ratify Memorandum of Understanding 24-03 with the Faculty Assembly**
- D. Ratify Memorandum of Understanding 24-04 with the Faculty Assembly**
- E. Ratify Memorandum of Understanding 24-05 with the Faculty Assembly**
- F. Ratify Memorandum of Understanding 24-06 with the MCCAFA**
- G. Approve Puente Project Agreement**
- H. Approve 2024/25 Material Fees List**
- I. Approve Curriculum, Part III for 2024-2025 Catalog**
- J. Approve Updated Course Agreement with Cathedral Catholic High School for the Summer 2024 Dual Enrollment Program**
- K. Approve Summer 2024 Program Components for the Oceanside Unified School District CCAP Dual Enrollment Program**
- L. Approve Emeritus Status for Full-Time and Associate Faculty Members**
- M. Approve Emeritus Status for Classified Administrator**
- N. Approve Gold Circle Membership for Retired Classified Employees**
- O. Adopt Resolution No. 18-23/24 Education Protection Account**
- P. Approve Increase to Annual United States Postal Services Usage**
- Q. Approve Purchases with Community College Library Consortium for FY2024/25**
- R. Award Contract for Bid #C11-24 OC Library Roof Replacement**
- S. Approve Renewal of PlanetBids Management Program**
- T. Award of Contract for RFP 12-24 Security Services**
- U. Approve Master On-Going Services Agreements for RFQ No. 08-24, On-Going Architectural and Design Related Professional Services**
- V. Approve Purchase for Network Equipment for OCN New Chemistry Biotechnology Project**
- W. Approve Purchase of Dell Laptops for EOPS/NextUp Students**
- X. Ratify Budget Transfers/Revisions**
- Y. Ratify and Approve Contracts and Purchase Orders**

The board acknowledged the combined total of 396 years of service and the tremendous contributions of the administrator and faculty members receiving emeritus status and the classified professionals receiving Gold Circle membership.

By motion of Trustee McNeil, seconded by Trustee Pedroza, consent items A-K and O-Y were approved.

Vote: 6/0/0

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

Abstentions: None

Absent: Merchat

By motion of Trustee McNeil, seconded by Trustee Clendening, consent items L, M, and N were approved.

Vote: 6/0/0

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

Abstentions: None

Absent: Merchat

VIII. ACTION

A. **Ratify Collective Bargaining Agreement between the MiraCosta Community College District and the MiraCosta College Academic Associate Faculty for the Two-Year Period Commencing July 1, 2024**

By motion of Trustee McNeil, seconded by Trustee Clendening, the board ratified collective bargaining agreement between the MiraCosta Community College District and the MiraCosta College Academic Associate Faculty for the two-year period commencing July 1, 2024.

Vote: 6/0/0

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

Abstentions: None

Absent: Merchat

B. **Approve Partial Guaranteed Maximum Price and Corresponding Change Order to Design-Build Services Contract for the Oceanside Communications Hub, Equity Village and Student Center Project**

By motion of Trustee McNeil, seconded by Trustee Clendening, the board approved the partial guaranteed maximum price and corresponding change order to design-build services contract for the Oceanside Communications Hub, Equity Village and Student Center Project.

Vote: 6/0/0

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

Abstentions: None

Absent: Merchat

IX. SECOND READING – BOARD POLICIES (Action Required)

A. **Board Policy 4025 – Philosophy and Criteria for Associate Degrees and General Education**

By motion of Trustee McNeil, seconded by Trustee Clendening, the board adopted Board Policies 4100.

Vote: 6/0/0

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

Abstentions: None

Absent: Merchat

B. **Board Policy 4100 – Graduation Requirements for Degrees and Certificates**

By motion of Trustee McNeil, seconded by Trustee Clendening, the board adopted Board Policies 4100.

Vote: 6/0/0

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

Abstentions: None

Absent: Merchat

C. Board Policy 4225 – Course Repetition

By motion of Trustee McNeil, seconded by Trustee Pedroza, the board adopted Board Policies 4225.

Vote: 6/0/0

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

Abstentions: None

Absent: Merchat

D. Board Policy 7340 – Leaves

By motion of Trustee McNeil, seconded by Trustee Simon, the board adopted Board Policies 7340.

Vote: 6/0/0

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

Abstentions: None

Absent: Merchat

X. FIRST READING – BOARD POLICIES

A. Board Policy 4020 – Programs, Curriculum, and Course Development

Board Policy 4020 was reviewed and discussed and will be brought to the board for a second read and adoption at a future meeting.

XI. INFORMATION

A. Third Quarter Fiscal Report

The third quarter fiscal report was provided for information.

XII. COLLEGE-RELATED REPORTS

A. Trustees Activities

Trustee Cassar expressed appreciation on behalf of the board and district for Leila Safaralian having served for the last two years as Academic Senate president, and also for Kenneth Pilco having served during the last year as student trustee.

Trustees Clendening, McNeil, Pedroza, and Simon attended the Spring Celebration of Excellence, where they enjoyed participating in acknowledging the milestones and recognition for faculty and staff.

Trustees Cassar, McNeil, and Simon attended the RAFFY Recognition Ceremony, which is always a moving experience. RAFFY/EOPS Counselor Jaymie Gonzaga was acknowledged for his long-time and instrumental support of the students in the RAFFY program.

Trustee Simon attended a San Diego Chapter of the American Association of Community Colleges event at Mesa College, where a number of MiraCostans were honored. Dr. Leila Safaralian was recognized as Faculty of the Year, Kathy Rodriguez was recognized as Administrator of the Year, and Ashley Gerdo was recognized as Classified Professional of the Year. Additionally, Professor Thao Ha served on the panel.

Trustee Pedroza attended the North County Economic Summit, the Latinx graduation celebration, and she encouraged all to attend the upcoming June 8 Annual Latino Film Festival, hosted at MiraCosta that will feature Luis Valdez, who is known as the father of Chicano literature.

Trustee Clendening serves on the Coalition of Black and African American organization and attended an event where they discussed the budget the budget impact on CSU. She also attended the Advisory Board for Ethnic Studies at the Oceanside Unified School District on May 2. Attending as the board representative for the Foundation board meeting, Clendening acknowledged outgoing Foundation board members Hap Stephen “Hap” L’Heureux, Bruce Bandemer, Alec Babiarez, Sudershan Shaunak, and Kimberly Troutman. She noted the Foundation closed a \$10M campaign under the leadership of outgoing President Dave McGuigan. Clendening also appreciated the student needs presentation provided by the Student Services Division. Additionally, Trustee Clendening attended the Black High School graduation that was held on the Oceanside Campus.

Trustees Clendening, Conklin, McNeil, attended the Cinco de Mayo Latinx Music event and the STREAM Festival on the Oceanside Campus, and Trustees Cassar, Clendening, and McNeil attended the MANA celebration.

Trustees Cassar, Clendening, and McNeil attended the Puente graduation, where many students were honored, including Student Trustee Kenneth Pilco.

Trustee Conklin attended a number of community events, including Oceanside’s Earth Day Festival, non-profit activities, and a career panel that focused on public service career pathways. She also attended the CCLC Trustee Conference in Del Mar, and a mental health and wellness festival.

Trustee McNeil attended the Athletic Department’s alumni gathering and award ceremony, where he noted student athletes received awards in their sport as well as for their academic achievements. McNeil also attended the Medal of Academic Merit award ceremony, the EOPS award ceremony, the veterans graduation celebration, the Mathematics Awards and scholarship ceremony, the Latinx graduation celebration, and the Child Development Center open house.

Trustee Cassar attended the Saturday Farmers Market as well as a Hiring Faire, a collaboration between MiraCosta and the Encinitas Chamber, both held on the San Elijo Campus.

B. Students

Student Trustee Kenneth Pilco reported the ASG completed their elections, he is excited to be attending Stanford in the fall, and he reported that Rahime Demirci will serve as the new student trustee beginning in June.

C. Classified Employees

Classified Senate (CS) President Omar Jimenez thanked the board for their leadership and impactful presence at so many of the student events. He recognized the work of Kate Scaife and Ingrid Phillips for coordinating the Black Graduation and Ashley Gerdo and the team for coordinating the Transition Scholars Celebration. Jimenez thanked everyone involved for their efforts in organizing all of the celebratory events.

D. Faculty

Academic Senate (AS) President Leila Safaralian honored Joe Chirra, longtime associate faculty in political science, who was awarded the Community College Association 2024 David Milroy Part-time Faculty of the Year Award. This prestigious award recognizes his contributions to Equity and Diversity and his advocacy for associate faculty. Joe is a founding organizer and member of the local CCA/CTA/NEA chapter at MiraCosta College, the first president of MiraCosta College Academic Associate Faculty (MCCAAF), and was the lead negotiator for the college's first Collective Bargaining Agreement.

Safaralian remembered colleague Raymond Clark, a valued faculty member in the biology department who recently passed away. Known for his unwavering dedication to students and colleagues, Raymond's impact on our academic community will be felt for years to come.

She also shared that as part of Global Accessibility Awareness Day on May 16, Aaron Holms has shared valuable resources that are available at MiraCosta College to improve accessibility.

A celebration and acknowledgment of the statewide and local faculty awardees, outgoing and incoming senators, retirees, and faculty leaders will take place tomorrow, after the Academic Senate's last meeting for the semester. New AS President Curry Mitchell will start his presidency the day after graduation and will serve for the next two years.

E. Assistant Superintendents/Vice Presidents

1. Instructional Services

Assistant Superintendent/Vice President Pescarmona congratulated Kenneth Pilco and thanked Leila Safaralian for her leadership and service.

The registration process started last week, with summer enrollment up by 7 percent in FTES and fall headcount is up 5 percent, a 7.5 percent increase over last fall. Pescarmona also thanked the MiraCosta team that dealt with fraudulent enrollments.

Pescarmona thanked everyone who made the Festival de Musica Latina and STREAM Festival possible, with a special thanks to Maria-Isabel Rocha-Duarte and the Title V Advisory Committee for their vision and effort in organizing this event. Thanks were also given to the Title V HSI Team, Service-Learning Office Team, STREAM Committee, HSI Festival Committee, custodial and facilities staff, MiraCosta College Police Department, volunteers, donors, community partners, and vendors. With one of the highest attendance rates for non-graduation events ever seen at MiraCosta, the first Festival de Musica Latina and the 19th Annual STREAM Festival were both held on May 5 on the Oceanside Campus and hosted over 2,500 attendees from multiple cities across three counties. Approximately 500 children participated in STREAM, and 60 percent of attendees reported it was their first visit to MiraCosta College.

2. Student Services

Assistant Superintendent/Vice President Wojcik thanked Kenneth Pilco for contributing to the student voice at MiraCosta in so many ways, and she thanked Leila Safaralian for intentionally bringing the student voice to the classroom.

Student Services has had an incredibly busy month with priority enrollment. She thanked the Student Services Division staff for the outstanding job they've done in serving students during this extra busy time.

Commencement anticipates 579 students who have RSVP'd to participate in the event. She noted that commencement is a time of celebration for our students who have worked hard to achieve their academic goals.

3. Administrative Services

Assistant Superintendent/Vice President Flood gave a big thank you to all of the crews who make all of the year-end events possible. This district is focused on closing out the year-end budget cycle and preparing for preparing for the new fiscal year, which starts on July 1. Purchasing and Accounts Receivable teams are doing a fantastic job, including closing out the HERFF grants that provided resources during the pandemic.

4. Human Resources

Assistant Superintendent/Vice President Ng announced that Classified Professional Appreciation Week begins on May 20. The college is celebrating with a lunch for classified at each of the district sites. Ng recognized those who participated in the professional development initiatives and the EEO grant. Ng offered a special thanks to those involved in the labor relations efforts.

F. Superintendent/President

Superintendent/President Cooke submitted a written report, and she expressed appreciation to Kenneth Pilco and Leila Safaralian for their service. She also extended heart-felt congratulations to all MiraCosta graduates, and she thanked faculty, staff, and administrators for their tireless efforts throughout the year.

XIII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

None.

XIV. ADJOURNMENT

The meeting adjourned at 6:01 p.m.

MINUTES APPROVAL:

Rick Cassar
President

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



**MIRACOSTA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

One Barnard Drive, Oceanside, CA

MINUTES OF REGULAR MEETING / WORKSHOP

**MAY 9, 2024
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in a regular meeting/workshop on Thursday, May 9, 2024, in Room 100 at the Technology and Career Institute (TCI) in Carlsbad. President Cassar called the meeting to order at 1:05 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	George McNeil
Raye Clendening	Jacqueline Simon
Heather Conklin	

Trustees not present:

Frank Merchat
Anna Pedroza

Administrators present:

Superintendent/President Sunny Cooke

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

None.

IV. CHANGES IN AGENDA ORDER

None.

V. WORKSHOP

A. 2022/23 Board of Trustees Self-Evaluation

The board reviewed information from constituent feedback and the board's self-evaluation instruments. The board reviewed and approved the final update to the progress towards 2023/24 priorities and adopted the 2024/25 priorities, as were discussed.

B. Board/CEO Relations

Superintendent/President Cooke reviewed communication protocols, as well as the board chair role, the trustee role, and delegation.

C. TCI Introductions

Retiring TCI Director Linda Kurokawa provided the background of community education and an overview of the expanded college offerings, which include non-profit and not-for-credit courses, and an occasional exception of a for-credit class sponsored by a company for its employees. She noted the TCI is self-funded, which means student fees, along with supplemental funding from grants when possible, must cover all costs associated with the expenses of the community education programs. Between 6,000 and 7,000 participants are served per year, many times as a first-time MiraCosta student, and demographics at the TCI match the demographics of the rest of the district. The TCI prides itself as a place where high school graduates, those who are unemployed or underemployed, as well as veterans can get trained quickly, usually investing just one semester, and transfer right into jobs or continue their education for further advancement. It was noted that MiraCosta is the only college in California that has a community education program with its own GI Bill funding number to support veterans and their dependents.

The TCI also offers a variety of personal development courses, cultural enrichment courses, recreation and excursions, leisure activities, youth outreach, and education that includes driver education and College for Kids.

Kurokawa expressed appreciation for the board’s continued support and promotion of the TCI programs. She shared the vision for the future of the TCI includes purchasing its own building where it could continue and expand the TCI offerings and also include an entrepreneurship center.

D. Team Building Activity

Led by a chef who teaches at the TCI, the board participated in a cooking class/team building activity.

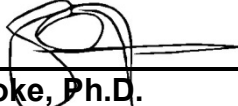
VI. ADJOURNMENT

The meeting adjourned at 5:15 p.m.

MINUTES APPROVAL:

Rick Cassar
Vice President

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

Subject: Report on Student Success Metrics	Attachment: PowerPoint Presentation
Category: Presentations	Type of Board Consideration: ✓ Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: ✓ ✓ ✓ Goal 1 Goal 2 Goal 3 Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND


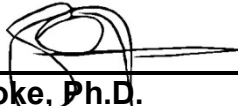
In support of MiraCosta College’s focus on improving student success and equity outcomes for students, the board receives regular reports on issues of academic quality and tracks measures of student success. The board regularly monitors and analyzes leading and lagging metrics associated with the guided pathways framework in keeping with the Accrediting Commission for Community and Junior Colleges (ACCJC) standards.

STATUS

Dean Chris Tarman will present the most recent metrics and trends from the ACCJC Institution-Set Standards and the leading indicators for the first term of the College’s first-time-in-college cohorts in the Guided Pathways Dashboard.

RECOMMENDATION

For information only.

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

STATUS

1. Resignation of the following classified employees:

Alexander Peters, Academic Records Evaluator, Admissions and Records, position P-00010, effective June 3, 2024.

Rachel Anderson, Financial Aid Technician, Financial Aid, position P-08232, effective June 7, 2024.

2. Employment of the following regular classified employees:

Michelle Halverson, Student Services Specialist, Student Life and Leadership, position P-05847, classified range 21, step 2, \$5,885.16 per month, full-time, 12 months per year, effective June 4, 2024. Michelle was selected through an open recruitment process.

Kelly Steele, Cashier II, Cashiering Services, position P-00101, classified salary range 17, step 1, \$4,971 per month, full-time, 12 months per year, effective June 3, 2024. Kelly was selected through an open recruitment process.

Gustavo Barroso, Police Officer, position P-00312, classified salary range 26, step 1, \$6,442.91 per month, full-time, 12 months per year, effective May 13, 2024. Gustavo was selected through an open recruitment process.

Julia Dumbeck Rothe, Business Systems Analyst, ITS Enterprise Applications, position P-11377, classified salary range 30, step 1, \$7,233.75 per month, full-time, 12 months per year, effective May 20, 2024. Julia was selected through an open recruitment process.

3. Correction to salary placement of Aaron Roberts, English Instructor, 176 days per year, salary class 5, step 8, \$130,580 per year (2024/25 academic salary schedule), effective August 9, 2024.
4. Permanent change of assignment for the following classified employees:

Lisa Orcutt, Human Resources Analyst, position P-00189, has accepted the position of Employee Relations Specialist, Human Resources, classified salary range 34, step 1, \$8,119.50 per month, full-time, 12 months per year, effective June 3, 2024. Lisa was selected through an open recruitment process.

Donney Cummins, Student Support Advisor, Student Services Welcome Center, position P-00373, has accepted the position of Transfer Center Specialist, position P-04116, classified salary range 21, longevity year 9, \$7,420.42 per month, full-time, 12 months per year, effective June 1, 2024. Donney was selected through the voluntary demotion process (section D.5.0 of the Classified Senate Employee Manual).

Helaina Baes-Erbs, Performing Arts Technician, Music, position P-00299, will change from 11 months to 11 months spread over 12 months per year, effective July 1, 2024.
5. Temporary change of assignment for classified employee Farhonda Alizada, Assistive Technology Assistant, Student Accessibility Services, position P-06178, will increase from 30 to 40 hours per week, effective July 1, 2024 – June 30, 2025.
6. Temporary reclassification per Section H.5.0, Classified Senate Employee Manual, for the following classified employees:

Ulises Sixto Avendano, Administrative Support Assistant II, CARE, will serve as Interim Student Services Specialist, CARE, classified salary range 21, step 1, \$5,579.84 per month, full-time, effective June 3 - June 30, 2024.

Brayan Astorga, Student Services Specialist, Student Equity, position P-08917, will serve as Interim Student Services Coordinator, Student Equity, classified salary range 26, step 3, \$7,152.67 per month, effective May 20 - June 30, 2024.

Lilah Shoukry, Student Services Coordinator, CARE, position P-10059, will serve as Interim CARE Manager, CARE, classified administrator salary range 8, step 1, L-1, \$9,088.50 per month, full-time, effective June 3 - June 30, 2024.

Yurico Jimenez, Student Services Specialist, CARE, position P-10571, will serve as Interim Student Services Coordinator, CARE, classified range 26, longevity year 7, \$8,176.25 per month, full-time, effective June 3 - June 30, 2024.

Omar Jimenez, Student Services Coordinator, Student Equity, position P-00363, will serve as Interim Program Manager, SSSP, classified salary range 31, step 3, full-time, \$8,263 per month, effective May 20 - June 30, 2024.

Yaira Hicks, Testing Services Assistant, position P-06216, will serve as Interim Student Services Specialist, Orientation & Student Support, range 21, step 2, full-time, \$5,885.17 per month, effective June 1, 2024.

Jeridel Banks, Administrative Support Assistant III, Student Equity, position P-00056, will serve as Interim Student Services Specialist, Student Equity, classified salary range 21, longevity year 9, \$7,220.42 per month, full-time, effective June 4 - June 30, 2024.

7. In accordance with Article 12.7 of the Academic Associate Faculty collective bargaining agreement, Coral Bruni, Associate Psychology Instructor, requests advancement on the associate faculty salary schedule, from salary class 5 to 6, due to the completion of a doctoral degree, effective May 1, 2024.

In accordance with Article 12.7 of the Academic Associate Faculty collective bargaining agreement, Sarra Salib, Associate Business Instructor, requests advancement on the associate faculty salary schedule, from salary class 5 to 6, due to the completion of a doctoral degree, effective July 1, 2024.

8. The following faculty members have given notice of their intent to advance on the academic salary schedule due to the completion of SAC approved coursework, effective July 1, 2024:

- a. Suganya Sankaranarayanan, Business Instructor, position P-08137, from salary class 2 to 3.

9. In accordance with Article 12.7 of the Academic Associate Faculty collective bargaining agreement, the following associate faculty members request advancement on the associate faculty salary schedule due to the completion of SAC approved coursework, effective July 1, 2024, as follows:

- a. Eduardo Aguilar, Associate History Instructor, position P-00702, from salary class 3 to 5.

- b. James Diokno, Associate Social Science Instructor, position P-01637, from salary class 2 to 3.

- c. Isabella Janovick, Associate Computer Studies Instructor, position P-05915, from salary class 3 to 4.

- d. Tammy Vaught, Associate Counselor, position P-02322, from salary class 2 to 3.

- e. Virginia Velati-Tirona, Associate Librarian, position P-01134, from salary class 2 to 4.

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

Computer Science – Ignatio Kang
Noncredit ESL – Shelly Ibri
Noncredit ESL – Aida Vasquez

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.

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

Scott	Piri	Athletics
Cory	Allen	Business
Namita	Thakker	Business
Naira	Yeghian	Business
Marisela	Sanchez-Garzon	Counselor
Abigail	Vivas-Orozco	Counselor, Transfer Center
Shannon	Martin	Design
Matthew	Chase	Librarian
Eriberto	Ramirez	Librarian
Rosa	Rodriguez	Librarian

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

Torey	Romero	Communication Studies
Ignatio	King	Computer Science
Stephanie	Padilla	Letters, Pre-Transfer

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

Employee Name	Job Title	Assignment	Department	Pay Rate	Start Date	End Date
Aaron Pedro	Instructional Assistant	Short-term	Art	\$38.12/hr	7/1/24	6/30/25
Abigail Vivas-Orozco	Student Services Specialist	Short-term	Counseling	\$33.96/hr	7/1/24	6/30/25
Albert Cox	Police Officer	Substitute	Police Enforcement Unit 1	\$39.24/hr	7/1/24	6/30/25
Alex King Alaoen	Campus Aide I	Short-term	Honors	\$16.00/hr	7/1/24	5/23/25
Alexa Rubidoux	Apprentice I	Short-term	Child Development Center	\$16.00/hr	8/1/24	5/30/25
Alexander Lowery	Police Support Assistant I	Substitute	Police Administrative	\$27.74/hr	7/1/24	6/30/25

Alexis Molnar	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	7/1/24	7/31/24
Alexis Morgan	Assistant Coach	Short-term	Athletics and Intramurals	\$29.38/hr	7/1/24	6/30/25
Alexis Morgan	Campus Aide III	Short-term	Facilities	\$20.00/hr	7/1/24	6/30/25
Allyson Evers	Campus Aide III	Short-term	Student Services, San Elijo	\$20.00/hr	7/1/24	6/30/25
Amanda Herrera	Apprentice III	Short-term	Biotechnology	\$18.00/hr	6/21/24	6/30/24
Amanda Herrera	Apprentice III	Short-term	Biotechnology	\$18.00/hr	7/1/24	6/30/25
Ambrocio Sanchez Venegas	Custodian	Short-term	Custodial	\$24.72/hr	7/1/24	6/30/25
Ana Zafra Mendoza	Student Services Specialist	Substitute	Student Equity	\$32.19/hr	5/21/24	6/30/24
Ana Zafra Mendoza	Campus Aide III	Short-term	Student Equity	\$20.00/hr	7/1/24	6/30/25
Anisha Jackson	Administrative Support Assistant III	Substitute	Public Information Office	\$31.27/hr	5/31/24	6/28/24
Arelly Ibarra	Campus Aide III	Short-term	Student Services, CLC	\$20.00/hr	7/1/24	6/30/25
Arianne Perez	Campus Aide III	Short-term	Extended Opportunity Programs and Services	\$20.00/hr	7/1/24	6/30/25
Ashley Fleming	Assistant Coach	Substitute	Athletics and Intramurals	\$29.38/hr	7/1/24	6/30/25
Ashley Gerdo	Student Services Specialist	Short-term	Student Equity	\$32.19/hr	6/21/24	6/30/24
Ashley Gerdo	Student Services Specialist	Short-term	Student Equity	\$33.96/hr	7/1/24	6/30/25
Autumn Hill	Student Services Specialist	Short-term	Student Equity	\$33.96/hr	7/1/24	6/30/25
Banafsheh Beihaghi	Apprentice I	Short-term	Child Development Center	\$16.00/hr	8/1/24	5/30/25
Betty Green	Administrative Support Assistant II	Short-term	Workforce IOA	\$29.38/hr	7/1/24	6/30/25
Blanca Garcia Castillo	Apprentice II	Short-term	Child Development Center	\$17.00/hr	8/1/24	5/30/25
Brenda Morelia Lopez	Administrative Support Assistant II	Short-term	Counseling Operations	\$29.38/hr	7/1/24	6/30/25
Brenda Morelia Lopez	Administrative Support Assistant I	Short-term	Counseling Operations	\$24.00/hr	7/1/24	6/30/25
Bruce Silverman	Program Consultant II	Short-term	Small Business Development Center	\$53.00/hr	7/1/24	6/30/25
Cally Ingebritson	Program Consultant II	Short-term	Veterans Business Outreach Center	\$53.00/hr	7/1/24	6/30/25
Carly Quellman	Art Model	Short-term	Noncredit, General	\$28.00/hr	8/1/24	6/30/25
Carolyn Goodspeed	Student Services Specialist	Short-term	Student Equity	\$33.96/hr	7/1/24	6/30/25
Cassidy Njama	Campus Aide III	Short-term	Counseling Operations	\$20.00/hr	7/1/24	6/30/25
Cassidy Roberts	Campus Aide III	Short-term	Academic and Career Pathways	\$20.00/hr	7/1/24	6/30/25
Charity Singleton	Drivers Ed Instructor	Short-term	Community Education and Workforce Development	\$30.00/hr	7/1/24	6/30/25
Cherine Rossman	Expert IT Consultant	Substitute	ITS Enterprise Application Services	\$95.00/hr	7/1/24	6/30/25
Christian Gutierrez	Campus Aide III	Short-term	Student Services, CLC	\$20.00/hr	7/1/24	6/30/25
Christina De Souza	Campus Aide III	Short-term	Career Ed Grants	\$20.00/hr	7/1/24	6/30/25
Christina Oberhaus	Apprentice I	Short-term	Child Development Center	\$16.00/hr	8/1/24	5/30/25
Cohl Capano	Apprentice I	Substitute	Learning Centers	\$16.00/hr	5/1/24	6/30/24
Collin McDonnell	Campus Aide I	Short-term	Honors	\$16.00/hr	7/1/24	8/15/24

Coral Garcia Santiago	Apprentice I	Short-term	Child Development Center	\$16.00/hr	8/1/24	5/30/25
Cory Boll	Box Office Cashier	Short-term	Cashiering Services	\$25.43/hr	7/1/24	6/30/25
Daja Marks	Campus Aide III	Short-term	Student Services, CLC	\$20.00/hr	7/1/24	6/30/25
Daniel Martinez Chavez	Police Support Assistant I	Substitute	Police Administrative	\$27.74/hr	7/1/24	6/30/25
Danielle Thornberry	Executive Assistant to Vice President	Substitute	Labor Relations	\$39.24/hr	7/1/24	11/11/24
Dannie Haemig	Campus Aide III	Short-term	Cashiering Services	\$20.00/hr	7/1/24	6/30/25
Darrell Steele	Program Consultant II	Short-term	Veterans Business Outreach Center	\$53.00/hr	7/1/24	6/30/25
Darrenn Williams	Campus Aide III	Short-term	Extended Opportunity Programs and Services	\$20.00/hr	7/1/24	6/30/25
David Varela	Campus Aide III	Short-term	Student Services, CLC	\$20.00/hr	7/1/24	6/30/25
Dayra Martinez	Apprentice I	Short-term	Child Development Center	\$16.00/hr	8/1/24	5/30/25
Desean Berger	Assistant Coach	Short-term	Athletics and Intramurals	\$29.38/hr	7/1/24	6/30/25
Destiny Green	Campus Aide III	Short-term	Student Equity	\$20.00/hr	7/1/24	7/31/24
Diego Flores	Apprentice II	Short-term	Biotechnology	\$17.00/hr	7/1/24	6/30/25
Dunia Azizi	Campus Aide III	Short-term	Student Services, CLC	\$20.00/hr	7/1/24	6/30/25
Dwayne Cosby	Assistant Coach	Short-term	Athletics and Intramurals	\$29.38/hr	7/1/24	6/30/25
Dwayne Cosby	Student Services Specialist	Short-term	Athletics and Intramurals	\$33.96/hr	7/1/24	6/30/25
Dwayne Cosby	Facilities Event Support Assistant	Short-term	Athletics	\$25.00/hr	7/1/24	6/30/25
Edith Chavez	Apprentice I	Short-term	Child Development Center	\$16.00/hr	8/1/24	5/30/25
Edward Benito	Assistant Coach	Short-term	Athletics and Intramurals	\$29.38/hr	7/1/24	6/30/25
Eliana Pelayo	Campus Aide III	Short-term	Counseling Operations	\$20.00/hr	7/1/24	6/30/25
Elizabeth Serrano Garcia	Campus Aide III	Short-term	Academic and Career Pathways	\$20.00/hr	7/1/24	6/30/25
Elizabeth Zeller	Apprentice II	Short-term	Biotechnology	\$17.00/hr	7/1/24	6/30/25
Emeline Oropeza	Campus Aide III	Short-term	Student Equity	\$20.00/hr	7/1/24	6/30/25
Emily Camacena	Apprentice III	Short-term	Biotechnology	\$18.00/hr	6/21/24	6/30/24
Emily Camacena	Apprentice III	Short-term	Biotechnology	\$18.00/hr	7/1/24	6/30/25
Emmy Wieman	Assistant Coach	Short-term	Athletics	\$29.38/hr	7/1/24	6/30/25
Eric Clemens	Campus Aide III	Short-term	Music	\$20.00/hr	7/1/24	6/30/25
Erika Matlala Gonzalez	Campus Aide III	Short-term	CARE Program	\$20.00/hr	7/1/24	6/30/25
Esteban Garza	Police Community Service Officer	Substitute	Police Enforcement Unit 2	\$29.38/hr	7/1/24	6/30/25
Evangeline Zaryac	Campus Aide III	Short-term	Cashiering Services	\$20.00/hr	7/1/24	6/30/25
Fiona Fabiano	Campus Aide III	Short-term	Orientation and Student Support	\$20.00/hr	6/21/24	6/30/24
Fiona Fabiano	Campus Aide III	Short-term	Orientation and Student Support	\$20.00/hr	7/1/24	6/30/25
Flor Maria Lopez	Campus Aide III	Short-term	Counseling and Student Development	\$20.00/hr	7/1/24	6/30/25
Genesis Ozuna Cruz	Student Services Specialist	Short-term	Student Services, CLC	\$33.96/hr	7/1/24	6/30/25
Genessis Tellez	Apprentice I	Short-term	Child Development Center	\$16.00/hr	8/1/24	5/30/25
Giuliana Guanilo	Receptionist / Switchboard Operator	Substitute	Public Information Office	\$22.75/hr	6/1/24	6/30/24
Gladis Onate	Human Resources Assistant	Substitute	Human Resources Ops, Benefits/Systems	\$32.99/hr	7/1/24	6/30/25

Guilherme Gutierrez	Apprentice III	Short-term	Biotechnology	\$18.00/hr	6/21/24	6/30/24
Guilherme Gutierrez	Apprentice III	Short-term	Biotechnology	\$18.00/hr	7/1/24	6/30/25
Guillermina Almader	Apprentice II	Short-term	Child Development Center	\$17.00/hr	8/1/24	5/30/25
Isabella Dietrich	Campus Aide III	Short-term	Art	\$20.00/hr	6/21/24	6/30/24
Isabella Dietrich	Campus Aide III	Short-term	Art	\$20.00/hr	7/1/24	8/31/24
Isela Gomez	Apprentice I	Short-term	Child Development Center	\$16.00/hr	8/1/24	5/30/25
Ismael Pohlert	Student Services Specialist	Short-term	Extended Opportunity Programs and Services	\$33.96/hr	7/1/24	6/30/25
Ivette Martinez	Student Services Coordinator	Short-term	Student Services, CLC	\$39.24/hr	7/1/24	6/30/25
Izik Gazette	Campus Aide III	Short-term	ITS Technology Support Services	\$20.00/hr	7/1/24	6/30/25
Izik Gazette	Campus Aide III	Short-term	Music	\$20.00/hr	7/1/24	6/30/25
Jacqueline Robledo	Campus Aide III	Short-term	Student Services, CLC	\$20.00/hr	7/1/24	6/30/25
James Kelley	Program Consultant II	Short-term	Small Business Dev Center	\$53.00/hr	7/1/24	6/30/25
Janil Arrabal	Campus Aide II	Short-term	Community Education and Workforce Development	\$18.00/hr	7/1/24	8/5/24
Jason Payne	Program Consultant II	Short-term	Veterans Business Outreach Center	\$53.00/hr	7/1/24	6/30/25
Jeffrey Fontenot	IT Consultant	Short-term	ITS Technology Support Services	\$55.00/hr	7/1/24	6/30/25
Jessica Luna Benitez	Administrative Support Assistant I	Short-term	Counseling Operations	\$24.00/hr	7/1/24	6/30/25
Jessica McNair	Apprentice II	Short-term	Chemistry	\$17.00/hr	7/1/24	6/30/25
John Guth	Program Consultant II	Short-term	Veterans Business Outreach Center	\$53.00/hr	7/1/24	6/30/25
Jorge Rojas	Assistant Coach	Short-term	Athletics and Intramurals	\$27.85/hr	7/1/24	6/30/25
Jose Valdovinos Nava	Police Community Service Officer	Substitute	Police Enforcement Unit 2	\$29.38/hr	7/1/24	6/30/25
Joshua Bolliger	Campus Aide III	Short-term	Cashiering Services	\$20.00/hr	7/1/24	6/30/25
Juan Cisneros	Police Services Officer	Substitute	Police Enforcement Unit 2	\$30.25/hr	7/1/24	6/30/25
Juan Cisneros	Police Community Service Officer	Substitute	Police Enforcement Unit 2	\$29.38/hr	7/1/24	6/30/25
Judith Hutsell	Campus Aide III	Short-term	Orientation and Student Support	\$20.00/hr	6/21/24	6/30/24
Judith Hutsell	Campus Aide III	Short-term	Orientation and Student Support	\$20.00/hr	7/1/24	6/30/25
Julio Montano	Administrative Support Assistant I	Short-term	Nursing and Allied Health	\$24.00/hr	7/1/24	6/30/25
K Ross Mau	Club Head Coach	Short-term	Athletics and Intramurals	\$29.38/hr	7/1/24	6/30/25
K Ross Mau	Facilities Event Support Assistant	Short-term	Athletics and Intramurals	\$25.00/hr	7/1/24	6/30/25
Karen Radzinski	Human Resources Analyst	Substitute	Human Resources Ops, Benefits/Systems	\$42.78/hr	7/1/24	6/30/25
Karina Balderas	Campus Aide III	Short-term	Academic and Career Pathways	\$20.00/hr	7/1/24	6/30/25
Kasey Granza	Campus Aide III	Substitute	Career Center	\$20.00/hr	5/24/24	6/30/24
Kasey Granza	Campus Aide III	Substitute	Career Center	\$20.00/hr	7/1/24	6/30/25
Kathleen Tom	Apprentice III	Short-term	Child Development Center	\$18.00/hr	8/1/24	5/30/25

Kathryn Scott	College for Kids Lead Counselor	Short-term	Community Education and Workforce Development	\$22.00/hr	7/1/24	7/31/24
Katia Fahme	Apprentice II	Short-term	Child Development Center	\$17.00/hr	8/1/24	5/30/25
Kenya Bradley	Campus Aide III	Short-term	Counseling Operations	\$20.00/hr	7/1/24	6/30/25
Kimberli Baeza	Campus Aide III	Short-term	Cashiering Services	\$20.00/hr	7/1/24	6/30/25
Kristen Westrope Kuhn	Drivers Ed Instructor	Short-term	Community Education and Workforce Development	\$30.00/hr	7/1/24	6/30/25
Ksenia Cavo	Administrative Support Assistant III	Substitute	Student Life and Leadership	\$32.99/hr	7/1/24	6/30/25
Lana Walters	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	7/1/24	7/31/24
Laura Perez Mauleon	Campus Aide III	Short-term	Student Equity	\$20.00/hr	7/1/24	6/30/25
Laurie Byrd	Campus Aide II	Short-term	Athletics and Intramurals	\$18.00/hr	7/1/24	6/30/25
Laurie Byrd	Facilities Event Support Assistant	Short-term	Athletics and Intramurals	\$25.00/hr	7/1/24	6/30/25
Laurie Keig	Workshop Presenter	Short-term	Human Resources Department	\$50.00/hr	7/1/24	6/30/25
Laylah Higinio	Campus Aide III	Short-term	Counseling and Student Development	\$20.00/hr	7/1/24	8/30/24
Lazar Vaynshteyn	Apprentice II	Short-term	Biotechnology	\$17.00/hr	7/1/24	6/30/25
Leslie Anastacio Gil	Campus Aide I	Short-term	School of Continuing and Community Ed	\$16.00/hr	7/1/24	8/30/24
Louis Fuentes	Program Consultant II	Short-term	Veterans Business Outreach Center	\$53.00/hr	7/1/24	6/30/25
Luis Aceves	Campus Aide III	Short-term	Financial Aid and Scholarships	\$20.00/hr	7/1/24	6/30/25
Luz Duran	Campus Aide III	Short-term	Counseling Operations	\$20.00/hr	7/1/24	6/30/25
Malaena Agustin	Campus Aide III	Short-term	Academic and Career Pathways	\$20.00/hr	7/1/24	6/30/25
Maleine Taylor	Administrative Support Assistant III	Short-term	Counseling and Student Development	\$32.99/hr	7/1/24	6/30/25
Margaret Arguello	Box Office Cashier	Short-term	Cashiering Services	\$25.43/hr	7/1/24	6/30/25
Maria Hughes	Program Consultant II	Short-term	Veterans Business Outreach Center	\$53.00/hr	7/1/24	6/30/25
Marleny Medina Serrano	Campus Aide III	Short-term	Counseling and Student Dev	\$20.00/hr	7/1/24	6/30/25
Mauri Phillips	Campus Aide III	Short-term	Student Equity	\$20.00/hr	7/1/24	6/30/25
Michael Edwards	Custodian	Short-term	Custodial	\$24.72/hr	7/1/24	6/30/25
Michelle Adame	Apprentice III	Short-term	Child Development Center	\$18.00/hr	8/1/24	5/30/25
Miguel Blanco	Campus Aide I	Short-term	Career Ed Grants	\$16.00/hr	2/15/24	6/30/24
Mikhail Ottewell	Apprentice III	Short-term	Biotechnology	\$18.00/hr	6/21/24	6/30/24
Mikhail Ottewell	Apprentice III	Short-term	Biotechnology	\$18.00/hr	7/1/24	6/30/25
Miryssa Place	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	7/1/24	7/31/24
Neida Castillon	Apprentice I	Short-term	Child Development Center	\$16.00/hr	8/1/24	5/30/25
Olivia Pace	Campus Aide I	Short-term	School of Continuing and Community Ed	\$16.00/hr	7/1/24	8/30/24
Quiemari Mikes	Administrative Support Assistant III	Short-term	Student Equity	\$32.99/hr	7/1/24	6/30/25
Quintin Barry	Police Officer	Substitute	Police Enforcement Unit 1	\$39.24/hr	7/1/24	6/30/25

Raphael-Monet Cooke	Campus Aide III	Short-term	Student Equity	\$20.00/hr	7/1/24	7/31/24
Raul Ortega Marin	Campus Aide III	Short-term	ITS Technology Support Services	\$20.00/hr	7/1/24	6/30/25
Raymond Wight	Student Services Specialist	Short-term	Student Equity	\$33.96/hr	7/1/24	9/18/24
Rebecca Knowles	Campus Aide III	Short-term	Cashiering Services	\$20.00/hr	7/1/24	6/30/25
Riley Brown	Apprentice I	Short-term	Child Development Center	\$16.00/hr	8/1/24	5/30/25
Robert Robinson	Facilities Event Support Assistant	Short-term	Athletics and Intramurals	\$25.00/hr	7/1/24	6/30/25
Rodrigo Sarmiento	Facilities Event Support Assistant	Short-term	Athletics and Intramurals	\$25.00/hr	7/1/24	6/30/25
Rodrigo Sarmiento	Assistant Coach	Short-term	Athletics and Intramurals	\$29.38/hr	7/1/24	6/30/25
Rodrigo Sarmiento	Student Services Specialist	Short-term	Athletics and Intramurals	\$33.96/hr	7/1/24	6/30/25
Roel Godinez	Campus Aide III	Short-term	CARE Program	\$20.00/hr	7/1/24	6/30/25
Ryan Mcdevitt	Assistant Coach	Short-term	Athletics and Intramurals	\$29.38/hr	7/1/24	6/30/25
Ryan Zhou	Apprentice II	Short-term	Chemistry	\$17.00/hr	7/1/24	6/30/25
Saavi Misra	Apprentice II	Short-term	Chemistry	\$17.00/hr	7/1/24	6/30/25
Sabrya Mosely	Campus Aide III	Short-term	Student Equity	\$20.00/hr	7/1/24	6/30/25
Salima Gangani	Campus Aide III	Short-term	Career Ed Grants	\$20.00/hr	7/1/24	6/30/25
Samantha Sanchez	Campus Aide III	Short-term	Student Equity	\$20.00/hr	7/1/24	6/30/25
Sandra Zamora Gonzalez	Administrative Support Assistant II	Short-term	Human Resources Ops, Benefits/Systems	\$29.38/hr	7/1/24	6/30/25
Savannah So'oto	Assistant Coach	Short-term	Athletics and Intramurals	\$29.38/hr	7/1/24	6/30/25
Shann Davis	Campus Aide III	Short-term	Student Equity	\$20.00/hr	7/1/24	7/31/24
Shannon Provence	Police Dispatcher / Records Technician	Substitute	Police Administrative	\$34.95/hr	7/1/24	6/30/25
Shanta Jamieson	Human Resources Technician	Short-term	Human Resources Operations, Recruitment/Retention	\$33.96/hr	7/1/24	6/30/25
Shawn Viramontes	Police Officer	Substitute	Police Enforcement Unit 2	\$37.19/hr	6/7/24	6/30/24
Shawn Viramontes	Police Officer	Substitute	Police Enforcement Unit 2	\$39.24/hr	7/1/24	6/30/25
Shelby Rossman	IT Junior Consultant	Short-term	ITS Enterprise Application Services	\$45.00/hr	7/1/24	9/30/24
Sienna Doss	College for Kids Counselor	Short-term	Community Education and Workforce Development	\$17.00/hr	7/1/24	7/31/24
Sierra Hartman	Apprentice I	Short-term	Child Development Center	\$16.00/hr	8/1/24	5/30/25
Signe Eyre	Assistant Coach	Short-term	Athletics and Intramurals	\$29.38/hr	7/1/24	6/30/25
Sonya Ogirala	Administrative Support Assistant III	Short-term	Counseling Operations	\$32.99/hr	7/1/24	6/30/25
Spencer Bryce	Campus Aide II	Short-term	Community Education and Workforce Development	\$18.00/hr	7/1/24	8/9/24
Srisuda Luettringhaus	Early Childhood Education Instructional Specialist	Substitute	Child Development Center	\$32.04/hr	8/1/24	5/30/25
Stacy Ingham	Academic Records Evaluator	Short-term	Admissions and Records, OCN	\$35.98/hr	7/1/24	6/30/25
Stephen Bustamante	Administrative Support Assistant I	Substitute	Student Services, San Elijo	\$22.75/hr	6/10/24	6/30/24
Susy Morales Benitez	Student Services Specialist	Short-term	Student Equity	\$33.96/hr	7/1/24	6/30/25

Sylvia Hahn	Apprentice I	Short-term	Child Development Center	\$16.00/hr	8/1/24	5/30/25
Tabassum Ali	Apprentice III	Short-term	Child Development Center	\$18.00/hr	8/1/24	5/30/25
Tammy Martinez	Art Model	Short-term	Noncredit, General	\$28.00/hr	8/1/24	6/30/25
Tane Te'I	Campus Aide III	Short-term	Student Equity	\$20.00/hr	7/1/24	6/30/25
Tanner Cope	Apprentice III	Short-term	Biotechnology	\$18.00/hr	6/21/24	6/30/24
Tanner Cope	Apprentice III	Short-term	Biotechnology	\$18.00/hr	7/1/24	6/30/25
Terence Sautia	Campus Aide III	Short-term	Counseling Operations	\$20.00/hr	7/1/24	6/30/25
Terence Sautia	Administrative Support Assistant I	Short-term	Counseling Operations	\$24.00/hr	7/1/24	6/30/25
Tiffany Qualls	Apprentice II	Short-term	Chemistry	\$17.00/hr	7/1/24	6/30/25
Tina Eiter	Drivers Ed Instructor	Short-term	Community Education and Workforce Development	\$30.00/hr	7/1/24	6/30/25
Travis Blunt	Custodian	Short-term	Custodial	\$24.72/hr	7/1/24	6/30/25
Valerie Ibarra	Campus Aide III	Short-term	Counseling and Student Development	\$20.00/hr	7/1/24	8/30/24
Vanessa Vergara Castro	Apprentice III	Short-term	Biotechnology	\$18.00/hr	6/21/24	6/30/24
Vanessa Vergara Castro	Apprentice III	Short-term	Biotechnology	\$18.00/hr	7/1/24	6/30/25
Verenice Garcia	Administrative Support Assistant II	Short-term	Career Ed Grants	\$29.38/hr	7/1/24	6/30/25
Vianey Vilchis Sanchez	Early Childhood Education Instructional Specialist	Substitute	Child Development Center	\$32.04/hr	8/1/24	5/30/25
Wendy-Lucille Milo	Assistant Coach	Short-term	Athletics and Intramurals	\$29.38/hr	7/1/24	6/30/25
Wesley Pawl	Program Consultant II	Short-term	Veterans Business Outreach Center	\$54.00/hr	7/1/24	6/30/25
Yasmin Tapia Perez	Campus Aide III	Short-term	Extended Opportunity Programs and Services	\$20.00/hr	7/1/24	6/30/25
Yosef Alemi	Apprentice II	Short-term	Biotechnology	\$17.00/hr	7/1/24	6/30/25
Yvonne Lopez	Apprentice I	Short-term	Child Development Center	\$16.00/hr	8/1/24	5/30/25

RECOMMENDATION

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

Subject: Approve Employment Contract for Dean of Admissions and Student Support	Attachment: Employment Contract
Category: Consent Items	Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div>
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <div style="text-align: center;">  Goal 1 Goal 2 Goal 3 Goal 4 </div>
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

After a competitive search and a recommendation by the search committee and the superintendent/president, Dr. Bridget Herrin is recommended to serve as the Dean of Admissions and Student Support, effective April 29, 2024. The annual salary will be \$193,498, full time, doctorate, step 2 on the 2023/24 academic administrator salary schedule for deans. Dr. Herrin’s qualifications include:

- Doctor of Education, San Diego State University
- Master of Arts in Forensic Psychology, City University of New York
- Bachelor of Science in Psychology, The University of Southern Mississippi

Dr. Herrin has been serving as the interim Dean of Admissions and Student Support at MiraCosta College since January 2023. In addition to her current role at MiraCosta College, Dr. Herrin also serves as the Executive Director of the Center for Organizational Responsibility and Advancement, the Regional Director of the SDICCCA Regional Fellowship program, and she teaches in the Educational Leadership Doctoral Program at San Diego State University.

Her prior work experience includes the Dean of Institutional Effectiveness at San Diego Mesa College from June 2019 to December 2022 and the Associate Dean of Research and Planning at San Diego Mesa College from April 2017 to July 2019. Dr. Herrin also served at MiraCosta College as Research Analyst from January 2015 to April 2017, and as Associate Faculty from January 2012 to January 2015.

RECOMMENDATION

Approve Employment Contract for Dean of Admissions and Student Support, as stated above.

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

This contract ("Agreement") between the MiraCosta Community College District ("District") and Bridget Herrin, an individual Academic Administrator ("Administrator"), is made as of April 29, 2024.

Recitals

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

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

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

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

Terms and Conditions

1. Position and Term.

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

1.2 Term. The term of this Agreement is 1 (one) year from April 29, 2024, to April 28, 2025, and is renewable by June 30 each year.

2. Salary and Benefits.

2.1 Salary. Administrator's annual salary shall be as set forth on the Academic Administrator's Salary Schedule that is agreed to between the District and the Academic Administrator's Association and included in the Academic Administrator's Manual. The salary will be paid according to District's customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings). The Administrator's salary for the period April 29, 2024, through April 28, 2025, shall be step 2, \$193,498.

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

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

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

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

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

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

7. Provisions of Government Code Sections 53243.3-53243.4.

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

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

7.3. In the event that District provides a cash settlement related to the termination of Administrator as defined in the terms of this Agreement and Administrator subsequently is convicted of

a crime involving abuse of office or position covered by Government Code section 53243.4, Administrator shall fully reimburse District for any funds provided for that purpose.

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

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

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

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

9. Representations and Warranties.

Administrator represents and warrants that Administrator:

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

MiraCosta Community College District


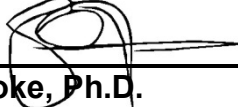
Administrator

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

Bridget Herrin
Dean of Admissions and Student Support

Date:_____

Date:_____

Subject: Approve Salary Schedule and Employment Contracts for Professional Experts	Attachment: Salary Schedule and Employment Contract for Professional Experts – Template and Description of Duties for Reclassified/New Positions				
Category: Consent Items	Type of Board Consideration: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center;">Information</td> <td style="width: 33%; text-align: center;"> <input checked="" type="checkbox"/> Consent </td> <td style="width: 33%; text-align: center;">Action</td> </tr> </table>	Information	<input checked="" type="checkbox"/> Consent	Action	
Information	<input checked="" type="checkbox"/> Consent	Action			
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; text-align: center;">Goal 1</td> <td style="width: 25%; text-align: center;">Goal 2</td> <td style="width: 25%; text-align: center;"> <input checked="" type="checkbox"/> Goal 3 </td> <td style="width: 25%; text-align: center;">Goal 4</td> </tr> </table>	Goal 1	Goal 2	<input checked="" type="checkbox"/> Goal 3	Goal 4
Goal 1	Goal 2	<input checked="" type="checkbox"/> Goal 3	Goal 4		
Recommended:  <hr style="width: 80%; margin-left: 0;"/> Charlie Ng Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr style="width: 80%; margin-left: 0;"/> Sunita V. Cooke, Ph.D. Superintendent/President				

BACKGROUND

MiraCosta College administers a number of grants. Education Code section 88003.1(b)(2) allows for personal services contracts to be used when services to be performed are not available through the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district. The personal services contracts expire on June 30, 2024. The attached salary schedule for professional experts includes a recommended cost of living adjustment (“COLA”) of 5.5 percent for 2024/25, which is commensurate with the COLA received by all other employee groups.

STATUS

The attached professional expert salary schedule is recommended for approval and the following employment contracts are recommended for renewal with the term commencing on July 1, 2024, to June 30, 2025:

- Cheryl Brown, Program Director, Small Business Development Center, full-time, \$150,101 per year (professional expert salary schedule).
- Traci Cole, Program Director, Veterans Business Outreach Center, full-time, \$136,147 per year (professional expert salary schedule)
- Robert Chu, Regional Programs Manager, Center of Excellence for Labor Market Research, full-time, \$88,409 per year (professional expert salary schedule).
- Eddie Matthews, Regional Professional Development Manager, Center of Excellence for Labor Market Research, full-time \$99,441 per year (professional expert salary schedule)
- Wallace Keau Wong, Director, Bioscience Workforce Development Hub, full-time, \$141,247 per year (professional expert salary schedule).

- Tina Ngo Bartel, Executive Director, Center of Excellence for Labor Market Research, full-time, \$150,970 per year (professional expert salary schedule).
- Terri Quenzer, Executive Director, Bioscience Workforce Development Hub, full-time, \$148,911 per year (professional expert salary schedule).
- Julie Johnson, Project Director, Gear Up, full-time, \$175,769 per year (professional expert salary schedule).
- Dajana Barbiani, Program Advisor I, full-time, \$83,602 per year (professional expert salary schedule).
- Michael Gracia, Regional Career and Technical Education Research Expert, full-time, \$78,308 per year (professional expert salary schedule).
- Li “Annie” Cong, Regional Career and Technical Education Research Expert, full-time, \$78,308 per year (professional expert salary schedule).
- Edson Cuellar Deciga, Regional Career and Technical Education Research Expert, full-time, \$78,308 per year (professional expert salary schedule).
- Hideaki Asto, Regional Career and Technical Education Research Expert, full-time, \$78,308 per year (professional expert salary schedule).
- Qingai “Sunny” Xu, Regional Career and Technical Education Research Expert, full-time, \$78,308 per year (professional expert salary schedule).
- Vicky Chhi, Regional Career and Technical Education Research Expert, full-time, \$78,308 per year (professional expert salary schedule).

RECOMMENDATION

Approve salary schedule and 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 «First_Name» «Last_Name» ("«Last_Name»"), an individual, is made as of «Term_Start_Date».

Recitals

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

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

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

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

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

Terms and Conditions

2. Position and Term.

1.3 Position. District agrees to retain «Last_Name» and «Last_Name» agrees to be retained by District as «Job_Title». «Last_Name» has the responsibilities and authority that are associated with «Last_Name»'s position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.

1.4 Term. The term of this Agreement is from «Term_Start_Date» to «Term_End_Date», unless terminated pursuant to the terms of this Agreement.

2. Salary and Benefits.

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

2.2 Benefits. «Last_Name» shall be entitled to the following District benefits:

- «Monthly_Vacation_Accrual» hours of vacation accrued per month of service (up to «Max_Vacation_Accrual» hours annually). «Last_Name» may accrue up to twice the annual allotment in successive contract years;

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

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

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

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

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

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

7. Provisions of Government Code Sections 53243.3-53243.4.

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

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

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

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

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

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

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

9. Representations and Warranties.

«Last_Name» represents and warrants that «Last_Name»:

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

(B) is freely and voluntarily signing this Agreement.

MiraCosta Community College District

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

«First_Name» «Last_Name»

EXECUTIVE DIRECTOR, CENTER OF EXCELLENCE

DESCRIPTION OF DUTIES:

1. Provide strategic direction for research and professional development programs provided by the San Diego and Imperial Center of Excellence (COE), ensuring alignments with the organization's mission and long-term goals
2. Oversee activities that build community college capacity to close systemic equity gaps; unify the regional workforce ecosystem; and advocate for equitable changes to policies, processes, and practices in education and economic/workforce development
3. Ensure the COE's growth and expansion by identifying business development opportunities that increase the COE's capacity to provide research and training
4. Cultivate strong relationships with funders, researchers, industry associations, employers, workforce/economic development partners, and other collaborators to increase brand recognition and awareness of the COE's services
5. Communicate and widely promote the COE's activities and accomplishments to target audiences through diverse channels (e.g., presentations, webinars, press releases, new articles, social media platforms, conferences, public events)
6. Develop key performance indicators (KPIs) with the COE Associate Director to track, evaluate, and report on the effectiveness of the COE's services
7. Work with COE Associate Director to conduct regional assessments, evaluate successes and failures in closing equity gaps and advancing students' socioeconomic mobility, and identify areas of improvement
8. Support the COE Associate Director in implementing professional development programs aimed at increasing knowledge in labor market information, evidence-based strategies, continuous improvement, and culturally inclusive practices
9. Establish the Research Council—a group of researchers from organizations across the region—to co-brand and co-produce reports, reducing duplication of efforts and maximizing credibility of the COE's findings and recommendations
10. Support San Diego and Imperial Regional Consortium efforts in apprenticeships and work-based learning opportunities by conducting workforce research and generating leads with industry association, employers, and economic/workforce development organizations
11. Use research to advocate for transformative employment opportunities and workforce diversification at the local, regional, and state levels
12. Collaborate with employers and partners to address equity gaps through professional development opportunities in diversity, equity, and inclusion
13. Collaborate with community-based organizations and other partners to promote and develop career pathways for adult learners, special populations, and other student groups,

ensuring consistent communication of regional priority sectors, jobs, and programs across systems (e.g., K16, workforce development, economic development)

14. Manage outside contractors and services associated with the COE work plan implementation
15. Support the COE Associate Director with grant, budget, and staff management
16. Perform related duties as assigned

Salary for 2024/2025: \$150,970

EXECUTIVE DIRECTOR, CENTER OF EXCELLENCE

DESCRIPTION OF DUTIES:

1. Provide strategic direction for research and professional development programs provided by the San Diego and Imperial Center of Excellence (COE), ensuring alignments with the organization's mission and long-term goals
2. Oversee activities that build community college capacity to close systemic equity gaps; unify the regional workforce ecosystem; and advocate for equitable changes to policies, processes, and practices in education and economic/workforce development
3. Ensure the COE's growth and expansion by identifying business development opportunities that increase the COE's capacity to provide research and training
4. Cultivate strong relationships with funders, researchers, industry associations, employers, workforce/economic development partners, and other collaborators to increase brand recognition and awareness of the COE's services
5. Communicate and widely promote the COE's activities and accomplishments to target audiences through diverse channels (e.g., presentations, webinars, press releases, new articles, social media platforms, conferences, public events)
6. Develop key performance indicators (KPIs) with the COE Associate Director to track, evaluate, and report on the effectiveness of the COE's services
7. Work with COE Associate Director to conduct regional assessments, evaluate successes and failures in closing equity gaps and advancing students' socioeconomic mobility, and identify areas of improvement
8. Support the COE Associate Director in implementing professional development programs aimed at increasing knowledge in labor market information, evidence-based strategies, continuous improvement, and culturally inclusive practices
9. Establish the Research Council—a group of researchers from organizations across the region—to co-brand and co-produce reports, reducing duplication of efforts and maximizing credibility of the COE's findings and recommendations
10. Support San Diego and Imperial Regional Consortium efforts in apprenticeships and work-based learning opportunities by conducting workforce research and generating leads with industry association, employers, and economic/workforce development organizations
11. Use research to advocate for transformative employment opportunities and workforce diversification at the local, regional, and state levels
12. Collaborate with employers and partners to address equity gaps through professional development opportunities in diversity, equity, and inclusion

13. Collaborate with community-based organizations and other partners to promote and develop career pathways for adult learners, special populations, and other student groups, ensuring consistent communication of regional priority sectors, jobs, and programs across systems (e.g., K16, workforce development, economic development)
14. Manage outside contractors and services associated with the COE work plan implementation
15. Support the COE Associate Director with grant, budget, and staff management
16. Perform related duties as assigned

Salary for 2024/2025: \$150,970

EXECUTIVE DIRECTOR, CENTER OF EXCELLENCE

DESCRIPTION OF DUTIES:

1. Provide strategic direction for research and professional development programs provided by the San Diego and Imperial Center of Excellence (COE), ensuring alignments with the organization's mission and long-term goals
2. Oversee activities that build community college capacity to close systemic equity gaps; unify the regional workforce ecosystem; and advocate for equitable changes to policies, processes, and practices in education and economic/workforce development
3. Ensure the COE's growth and expansion by identifying business development opportunities that increase the COE's capacity to provide research and training
4. Cultivate strong relationships with funders, researchers, industry associations, employers, workforce/economic development partners, and other collaborators to increase brand recognition and awareness of the COE's services
5. Communicate and widely promote the COE's activities and accomplishments to target audiences through diverse channels (e.g., presentations, webinars, press releases, new articles, social media platforms, conferences, public events)
6. Develop key performance indicators (KPIs) with the COE Associate Director to track, evaluate, and report on the effectiveness of the COE's services
7. Work with COE Associate Director to conduct regional assessments, evaluate successes and failures in closing equity gaps and advancing students' socioeconomic mobility, and identify areas of improvement
8. Support the COE Associate Director in implementing professional development programs aimed at increasing knowledge in labor market information, evidence-based strategies, continuous improvement, and culturally inclusive practices
9. Establish the Research Council—a group of researchers from organizations across the region—to co-brand and co-produce reports, reducing duplication of efforts and maximizing credibility of the COE's findings and recommendations
10. Support San Diego and Imperial Regional Consortium efforts in apprenticeships and work-based learning opportunities by conducting workforce research and generating leads with industry association, employers, and economic/workforce development organizations
11. Use research to advocate for transformative employment opportunities and workforce diversification at the local, regional, and state levels
12. Collaborate with employers and partners to address equity gaps through professional development opportunities in diversity, equity, and inclusion
13. Collaborate with community-based organizations and other partners to promote and develop career pathways for adult learners, special populations, and other student groups,

ensuring consistent communication of regional priority sectors, jobs, and programs across systems (e.g., K16, workforce development, economic development)

14. Manage outside contractors and services associated with the COE work plan implementation
15. Support the COE Associate Director with grant, budget, and staff management
16. Perform related duties as assigned

Salary for 2024/2025: \$150,970

REGIONAL PROGRAMS MANAGER, CENTER OF EXCELLENCE

DESCRIPTION OF DUTIES

1. Coordinate, communicate, and recruit participants for professional development (PD) programs offered by the San Diego & Imperial Center of Excellence (COE), such as the Strong Workforce Faculty Institute or Counselor Institute
2. Plan and convene meetings for the Research Council—a group of researchers from organizations across the region—to identify prospective partnerships and joint projects
3. Assist with the development of newsletters and communication materials, summarizing recently released reports from the COE, Research Council, and other partners
4. Develop and validate project management resources (e.g., project charters, scopes of work, timelines, budget estimates) with key stakeholders to keep projects aligned with intended goals.
5. Support COE Executive Director with strategic partnerships, communications, presentations, and other relationship-building activities
6. Plan logistics for project team and advisory group meetings; prepare presenters and speakers for meetings; and keep internal and external stakeholders accountable to agreed-upon, follow-up tasks from each meeting
7. Assist with managing grants, processing purchases, completing reporting requirements, and tracking expenditure rates
8. Provide administrative, logistical, and technical support to COE team, regional workgroups, and contractors to help them complete assigned project tasks in a timely manner
9. Maintain clear and precise project records; organize and maintain a virtual inventory of COE products; and continually improve project management processes for increased efficiency and effectiveness
10. Prepare and set up grant budgets for the COE and complete grant reports for statewide and regional projects by collecting and consolidating updates from project team members
11. Assist with processing requisitions and managing contracts to obtain the necessary resources to complete projects
12. Verify the accuracy of COE products and publications by proofreading and obtaining feedback from copyeditors
13. Represent the COE at relevant statewide and regional meetings and provide regular updates regarding COE projects

14. Maintain relationships with the region's community colleges, California Community Colleges Chancellor's Office, and other key stakeholders (e.g., workforce development boards, economic development councils, community-based organizations) to support COE projects

15. Provide recommendations for collaborating on projects with key stakeholders to reduce duplication of efforts

16. Maintain an editorial calendar to meet deadlines for publications (e.g., academic journals, awards), conference presentations, and labor market research grants as well as assist with developing and submitting proposals for related events

17. Develop communications materials (e.g., presentations, eNewsletters, webpages) distribute and increase awareness of COE activities, professional development programs, and publications

18. Track, analyze, and report key metrics and statistics regarding communication materials to evaluate marketing efforts

Salary for 2024/2025: \$88,409

ASSOCIATE DIRECTOR, CENTER OF EXCELLENCE

DESCRIPTION OF DUTIES:

1. Direct staff activities and projects to align with work plans and objectives of grants and contracts under the San Diego & Imperial Center of Excellence (COE)
2. Assist with budget management by regularly monitoring expenditure rates, managing vendor relationships, and providing financial updates to the COE Executive Director
3. Oversee grant management, including financial and narrative reports, renewal documents, invoices, and other requests to ensure compliance with all legal and regulatory requirements
4. Communicate and coordinate with other departments at host institution (MiraCosta College) to manage all aspects of daily operations such as finances, human resources, technology, and administrative functions
5. Support COE Executive Director in submitting grant proposals that increase the COE's capacity to provide research and training
6. Develop key performance indicators (KPIs) with the COE Executive Director and work with staff to track, evaluate, and report on the effectiveness of the COE's services
7. Develop, implement, and continuously improve a project management system (e.g., Smartsheet) that reflects scopes of work, delegates tasks effectively, streamlines workflows, tracks milestones, and ensures timely completion of projects
8. Design and continuously optimize policies and procedures for organizing and storing files that are easy to navigate and accessible
9. Help staff develop and maintain knowledge of key resources and tools (e.g., Lightcast, Econovue, Smartsheet), stakeholder needs, and identify how COE services can address those needs
10. Provide edits to reports, articles, social media posts, eNewsletters, and other communication materials
11. Ensure successful execution of research projects from scoping to completion, providing staff with feedback on research methods, data collection, data analysis, and report writing
12. Ensure successful execution of professional development programs (e.g., Faculty Institute, Counselor Institute) from scoping to completion, providing staff with feedback on assignments, instructional design, program delivery, and recruitment
13. Provide coaching and mentorship for staff; conduct performance reviews regularly; and build individual development plans that align with their career interests and goals

14. Guide regional community colleges' decision-making by providing feedback and completing labor market briefs for the Regional Program Recommendation Process; identifying supply gaps for positions that require less than a bachelor's degree; and providing recommendations for community college baccalaureate degree programs

15. Provide consultation meetings and train community college faculty, staff, and administrators how to use COE research in processes and initiatives, including Perkins V, Strong Workforce Program, Guided Pathways, biennial review, program review, and other statewide, regional, and local initiatives that arise

16. Support curriculum and program development or modification in the region to ensure the programs are aligned to the labor market needs of the regional employers

17. Produce and improve core COE products such as the Perkins V Comprehensive Regional Needs Assessment, Equity Gaps in Priority Jobs and Programs, Geographic Distribution of Need, Regional Profiles, Sector Analysis and Mapping, Black Study Equity, and Career Education Guide

18. Establish and maintain relationships with other Centers of Excellence; faculty, staff, and administrators across the San Diego & Imperial Counties Community Colleges; San Diego & Imperial Regional Consortium staff; K12 and Adult Education partners; and regional workgroups to collaborate on projects aligned with the COE's mission and objectives

19. Perform related duties as assigned

Salary for 2024/2025: \$127,655

Professional Experts Hourly 2024-2025

Effective July 01, 2024 - COLA 5.5%

	Placement 1	Placement 2	Placement 3
Program Consultant I	\$45	\$47	\$51
Program Consultant II	\$51	\$54	\$56

Professional Experts Annual 2024-2025

COLA 5.5%

Regional Career and Technical Education Research Experts	\$78,308
Program Advisor 1, SBDC	\$83,602
Regional Programs Manager	\$88,409
Regional Professional Development Manager, COE	\$99,441
Program Advisor 2	\$108,801
Associate Director, Center of Excellence	\$127,655
Program Director, VBOC	\$136,147
Program Director, SBDC	\$150,101
Director, Bioscience Workforce Development Hub	\$141,247

Executive Director, Bioscience Workforce Development Hub	\$148,911
Executive Director, Center of Excellence	\$150,970
Project Director Gear Up	\$175,769

Professional Experts - Nurse Practitioner 2024-2025

No COLA

Years of Experience	Placement	Hourly Range
Starting (Entry Level)	1	\$52
1-4 Years of Experience	2	\$57
5-9 Years of Experience	3	\$65
10+ Years of Experience	4	\$80

Information Technology Consultant – Hourly


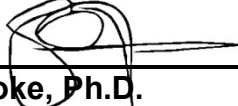
No COLA

Range	Years of Experience	Hourly Range
IT Junior Consultant	At Least 1 year	\$45
IT Consultant	2-5 Years	\$55
Advanced IT Consultant	6-9 Years	\$75
Expert IT Consultant	10+ Years	\$95

Community Education Instructor – Hourly

No COLA

Range	2023-2024
1	\$20
2	\$25
3	\$30
4	\$35
5	\$40
6	\$45
7	\$50
8	\$55
9	\$60
10	\$65
11	\$70
12	\$75
13	\$80
14	\$85
15	\$90
16	\$95
17	\$100

Subject: Approve Employment Contracts for MiraCosta Community College District Academic Administrator Association Members	Attachment: Employment Contract for Academic Administrators – Template Employment Contract for Interim Academic Administrators – Template
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Recommended:  <hr/> Charlie Ng Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

New contracts for members of the MiraCosta Community College District Academic Administrators Association (“MCCCDAAA”) have been prepared according to their step and column placement on the salary schedule for the 2024/25 fiscal year, per the MCCCDAAA Working Conditions Manual.

STATUS

The following academic administrators are recommended for three-year contracts, with the following annual salaries for July 1, 2024 to June 30, 2025:

- Dr. Mike Fino, Dean of Natural and Social Sciences, dean, doctorate, step 7: \$236,209.
- Jonathan Fohrman, Dean of Arts, International Languages, and Ethnic Studies, dean, non-doctorate, step 7: \$234,209.
- Dr. Nick Mortaloni, Dean of Student Affairs, dean, doctorate, step 6: \$229,388.
- John Makevich, Dean of Continuing and Community Education, dean, non-doctorate, step 5: \$220,764.
- Christopher Tarman, Dean of Research, Planning, and Institutional Effectiveness, dean, non-doctorate, step 7: \$234,209.
- Evgeniya “Zhenya” Lindstrom, Dean of Instructional Services, dean, non-doctorate, step 5: \$220,764.
- Benjamin Gamboa, Associate Dean of Career Education, associate dean, non-doctorate, step 4: \$189,335.

The following academic administrators are recommended for one-year contracts, with the following annual salary for July 1, 2024 to June 30, 2025:

- Dr. Bridget Herrin, Dean of Admissions and Student Support, dean, doctorate, step 3: \$210,090.

- Danielle Lauria, Dean of Nursing, Health, and Wellness, dean, non-doctorate, step 2: \$202,030.

The following interim academic administrators are recommended for a contract, with the following annual salary and term dates:

- Dr. Russell Waldon, Interim Dean, Humanities, Communication Studies and Math, dean, doctorate, step 4: \$216,335, for July 1, 2024 to February 2, 2025.
- Dr. Juan Carlos Reyna, Interim Dean of Counseling and Student Development, dean, doctorate, step 1: \$198,148, for July 1, 2024 to July 31, 2024.

RECOMMENDATION

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

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

This contract (“Agreement”) between the MiraCosta Community College District (“District”) and «Name», an individual Academic Administrator (“Administrator”), is made as of July 1, 2024.

Recitals

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

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

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

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

Terms and Conditions

3. Position and Term.

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

1.6 Term. The term of this Agreement is «M_of_Years» years from «Term_Start_Date» to «Term_End_Date» and is renewable by June 30 each year.

2. Salary and Benefits.

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

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

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

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

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

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

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

7. Provisions of Government Code Sections 53243.3-53243.4.

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

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

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

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

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

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

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

9. Representations and Warranties.

Administrator represents and warrants that Administrator:

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

MiraCosta Community College District

Administrator

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

«Name»
«Position_Title»

Date: _____

Date: _____

**MIRACOSTA COMMUNITY COLLEGE DISTRICT
EMPLOYMENT CONTRACT
Interim <Position Title>**

This contract ("Agreement") between the MiraCosta Community College District ("District") and <Full Name> ("<Last Name>") is made as of <Start Date>.

Recitals

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

B. <Last Name> is qualified and willing to act in that capacity on an interim basis.

C. This Agreement is subject to all the applicable laws of the State of California, the rules and regulations of the State Board of Governors, the Academic Administrator's Association Working Conditions Manual (hereinafter "Academic Administrator's Manual") as from time to time amended by the District, and the rules and regulations of the District's Governing Board including, but not limited to, Government Code sections 53260 and 53261.

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

Terms and Conditions

4. Position and Term.

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

1.8 Term. The term of this Agreement is <Contract Term> from <Start Date> to <End Date>, or until such time as the Board, by a majority vote, either (i) terminates <Last Name>'s interim appointment or (ii) appoints a different person to the position on an interim or permanent basis. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party.

2. Salary and Benefits.

2.1 Salary. <Last Name>'s annual salary shall be as set forth on the Academic Administrator's Salary Schedule that is agreed to between the District and the Academic Administrator's Association and included in the Academic Administrator's Manual. The salary will be paid according to District's customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions

(including voluntary withholdings). <Last Name>'s salary for the period <start date> to <end date>, shall be \$<annual salary>, prorated for the number of days worked.

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

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

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

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

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

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

7. Provisions of Government Code Sections 53243.3-53243.4.

7.1. In the event that District provides paid leave to <Last Name> pending an investigation of a crime involving abuse of their office or position covered by Government Code

section 53243.4, and should that investigation lead to a conviction, <Last Name> shall fully reimburse District for any salary provided for that purpose.

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

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

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

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

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

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

9. Representations and Warranties.

<Last Name> represents and warrants that <Last Name>:

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

MiraCosta Community College District

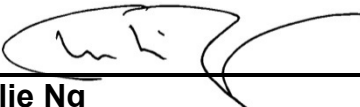
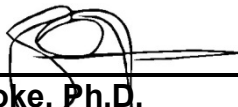
Administrator

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

<First Name> <Last Name>
Interim <Position Title>

Date: _____

Date: _____

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

BACKGROUND

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

STATUS

The district selected Shanon Macintyre to serve full-time as the Interim Director, Technology Support Services while the district seeks a permanent incumbent. This contract will extend Shanon’s interim assignment through June 30, 2025, or until the board employs a new permanent Director, Technology Support Services. Shanon will be paid an annual salary of \$170,775, which is Range 17, step 3, on the 2024/25 Classified Administrator Salary Schedule. Compensation for the contract period will be prorated for service performed of less than one year.

RECOMMENDATION

Approve personal services contract, as stated above.

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

AGREEMENT

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

Recitals

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

Terms and Conditions

1. **Position:** The District hereby agrees to employ Macintyre and Macintyre hereby accepts employment as Interim Director, Technology Support Services under the terms and conditions set forth in this Agreement. Macintyre has the responsibilities and authority that are associated with the Interim Director position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.
2. **Term:** The term of this Agreement is from July 1, 2024, to June 30, 2025, unless terminated pursuant to the terms of this Agreement.
3. **No Automatic Renewal of Agreement:** The term of this Agreement shall not be automatically renewed and shall expire without further notice.
4. **Salary:** Macintyre shall be employed as a full-time employee of the District with an annual salary of \$170,775 based upon placement on the 2024–2025 Classified Administrator salary schedule, Range 17, Step 3. The salary will be prorated for service performed of less than one year. The salary will be paid according to District’s customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

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

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

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

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

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

9. **Termination:**

a) **Termination Without Cause:** Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, without cause. In such an event, the maximum cash settlement Macintyre 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 Macintyre, Macintyre shall execute a release and waiver, in a form acceptable to the legal counsel for District, releasing the District, and all of its elected officers, employees, agents, representations, and attorneys, from any claim associated with the termination.

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

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

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

a) In the event that District provides paid leave to Macintyre 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, Macintyre shall fully reimburse District for any salary provided for that purpose.

b) In the event that District provides funds for the legal criminal defense of Macintyre 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, Macintyre shall fully reimburse District for any funds provided for that purpose.

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

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

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

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

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

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

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

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

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

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

18. **Representations and Warranties:**

Macintyre represents and warrants that they:

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

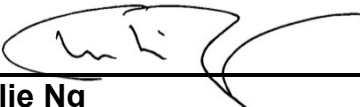
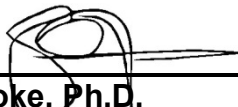
MiraCosta Community College District

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

Shanon Macintyre

Date: _____

Date: _____

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

BACKGROUND

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

STATUS

The district selected Jared Rodrigues to serve full-time as the Interim Director, Student Services SEC while the district seeks a permanent incumbent. This contract will extend Jared’s interim assignment through August 31, 2024, or until the board employs a new permanent Director, Student Services SEC. Jared will be paid an annual salary of \$120,221, which is Range 8, step 2 on the 2024/25 Classified Administrator Salary Schedule. Compensation for the contract period will be prorated for service performed of less than one year.

RECOMMENDATION

Approve personal services contract, as stated above.

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

AGREEMENT

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

Recitals

E. The District desires to engage the services of Rodrigues as the Interim Director, Student Services SEC as described in this Agreement. The Interim Director is a classified administrator as defined by Education Code section 87002(c) and a management employee as defined by Government Code section 3540.1(g).

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

G. 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.

H. This Agreement is entered into pursuant to Title 5, Section 53021(c)(7) of the California Code of Regulations.

Terms and Conditions

19. **Position**: The District hereby agrees to employ Rodrigues and Rodrigues hereby accepts employment as Interim Director, Student Services SEC under the terms and conditions set forth in this Agreement. Rodrigues has the responsibilities and authority that are associated with the Interim Director position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.

20. **Term**: The term of this Agreement is from July 1, 2024, to August 31, 2024, unless terminated pursuant to the terms of this Agreement.

21. **No Automatic Renewal of Agreement**: The term of this Agreement shall not be automatically renewed and shall expire without further notice.

22. **Salary**: Rodrigues shall be employed as a full-time employee of the District with an annual salary of \$120,221 based upon placement on the 2024–2025 Classified Administrator salary schedule, Range 8, Step 2. The salary will be prorated for service performed of less than one year. The salary will be paid according to District’s customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

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

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

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

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

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

27. **Termination**:

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

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

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

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

28. Provisions of Government Code Sections 53243.3-53243.4.

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

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

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

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

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

29. **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.

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

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

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

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

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

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

36. **Representations and Warranties:**

Rodrigues represents and warrants that they:

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


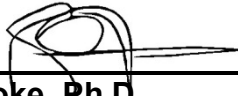
MiraCosta Community College District

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

Jared Rodrigues

Date: _____

Date: _____

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

BACKGROUND

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

STATUS


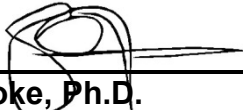
The CRC recommended to the Superintendent/President the following reclassifications:

- Position number P-00050, Administrative Support Assistant II (Range 16) to Administrative Support Assistant III (Range 20), effective July 1, 2024. This results in an approximate increase of \$7,878 in salary and \$2,777 in statutory benefits for the first year.
- Position numbers P-06219 and P-07678 from Student Services Specialist (Range 21) to Student Services Coordinator (Range 26), effective July 1, 2024. This results in an approximate increase of \$23,036 in salary and \$8,120 in statutory benefits for the first year.
- Position number P-00301, Police Communication/Records Supervisor (Range 29), to Manager, Police Operations (Range 36) effective July 1, 2024. This results in an approximate increase of \$21,024 in salary and \$7,407 in statutory benefits for the first year.
- Position number P-00317, Police Services Officer (Range 17) to Lead Police Services Officer and Evidence Specialist (Range 24), effective July 1, 2024. This results in an approximate increase of \$14,813 in salary and \$5,222 in statutory benefits for the first year.

- Position number P-11151 Admissions and Records Specialist (Range 20) to Noncredit Academic Records Evaluator and Admissions Specialist (Range 22), effective July 1, 2024. This results in an approximate increase of \$4,297 in salary and \$1,515 in statutory benefits for the first year.
- Position number P-00245 Instructional Computer Lab Lead (Range 22) to Operations Supervisor (Range 27), effective July 1, 2024. This results in an approximate increase of \$11,893 in salary and \$4,192 in statutory benefits for the first year.
- Position number P-10126, Business Systems Analyst (Range 30) to Instructional Systems Analyst (Range 31), effective July 1, 2024. This results in an approximate increase of \$2,812 in salary and \$991 in statutory benefits for the first year.
- Position number P-10125, Instructional Technology Support Specialist (Range 27) to Instructional Systems Analyst (Range 31), effective July 1, 2024. This results in an approximate increase of \$10,799 in salary and \$3,807 in statutory benefits for the first year.
- An increase in salary range for position number P-05489, Financial Aid Supervisor, from Range 30 to Range 31, effective July 1, 2024. This results in an approximate increase of \$2,812 in salary and \$991 in statutory benefits for the first year.
- The title change of position number P-05808, Business Analyst (Range 32) to Senior Financial Analyst (Range 32), effective July 1, 2024. There will be no compensation change associated with the title change.

RECOMMENDATION

Approve reclassification of existing positions, as stated above.

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

BACKGROUND

A need for a reorganization has been identified based on the move into the new Gymnasium facility. We have an opportunity to address the holistic needs of students through the Athletics department, who oversees the gym building. The Locker Room Safety Assistants, currently report under Police and Campus Safety but, under the leadership of Athletics and Student Affairs, will continue to support the safety of the space, while also performing duties such as supporting students who are struggling with their basic needs to get connected to the shower and laundry facilities. The Athletics Department is already providing that support in the morning hours, and these positions will expand that support into the evening. This aligns with our district's culture of care and support that address non-academic barriers to ensure student success.

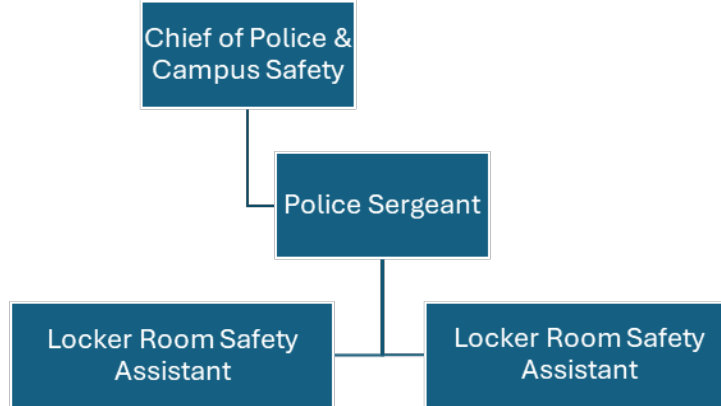
STATUS

The proposed reorganization will include a change in reporting structure. The two (2) Locker Room Safety Assistants will move from reporting to the Police Sergeant in Police and Campus Safety to the Athletics Director in the Athletics Department. This proposed reporting structure places the Locker Room Safety Assistant properly under the area they serve. If approved, this reorganization will go into effect on July 1, 2024.

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

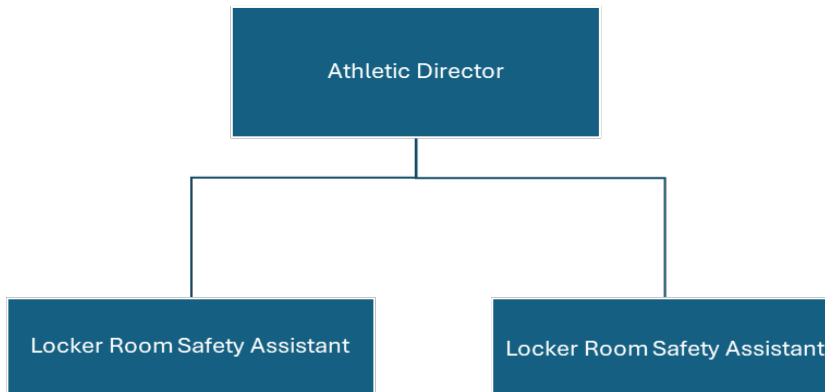
Current Organizational Chart

Police and Campus Safety






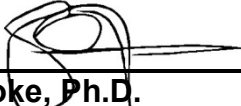
Proposed Organizational Chart

Athletics



RECOMMENDATION

Approve reorganization of Police and Campus Safety and Athletics, as stated above.

Subject: Ratify Memorandum of Understanding 24-07 with the Faculty Assembly – Nursing and Allied Health	Attachment: Memorandum of Understanding 24-07 with Faculty Assembly
Category: Consent Items	Type of Board Consideration: <div style="text-align: center;">  </div> Information Consent Action
Institutional Goals: mcc mission statement.pdf (miracosta.edu)	Institutional Goal Supported: <div style="text-align: center;">  </div> Goal 1 Goal 2 Goal 3 Goal 4
Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

This agreement modifies the terms of Appendix 5.1 of the Faculty Assembly 2022-2025 contract to allow for the specific reassigned time and non-contractual compensation as identified for Nursing and Allied Health.

The District and Faculty Assembly have agreed to an allotment of hours through the 2024–2025 academic year to support additional workload for program faculty.

STATUS

The District and the Faculty Assembly have negotiated the terms and conditions of the work to be performed and compensation to be paid and agreed to a memorandum of understanding.

RECOMMENDATION

Ratify Memorandum of Understanding 24-07 between the MiraCosta Community College District and Faculty Assembly.



MOU Between the
MiraCosta Community College District and
MiraCosta Community College District – Faculty Assembly
24-07

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

- 1) There shall be one Director of the Registered Nursing program (“RN Director”). The RN Director shall receive 0.80 FTE of reassigned time each semester and 264 non-instructional hours in the summer for program coordination.
- 2) There shall be two Assistant Directors. Each Assistant Director shall receive 0.20 FTE of reassigned time each semester.
- 3) There shall be one Director of the Licensed Vocational Nursing program (“LVN Director”). The LVN Director shall receive 0.30 FTE of reassigned time each semester and 132 non-instructional hours in the summer for program coordination.
- 4) There shall be one Director of the Certified Nurse Assistant program (“CNA Director”). The CNA Director shall receive 0.30 FTE of reassigned time each semester and 60 non-instructional hours in the summer for program coordination.
- 5) There shall be one Director of the Medical Assistant program. The Medical Assistant Director shall receive 0.30 FTE of reassigned time each semester.
- 6) The seven Lead Instructors in the Nursing and Allied Health Department shall each receive a stipend of \$900 per term for work related to support clinical rotation onboarding and coordination.

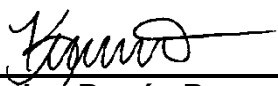

This agreement will become effective upon approval. It shall expire on June 30, 2025.

Sunita V. Cooke, Ph.D.

Mary Gross, M.S.

Signature _____ Date _____
Superintendent/President
MiraCosta Community College District

Signature _____ Date _____
President
MCCCD Faculty Assembly

Subject: Approve Additional Summer 2024 Program Components Appendix for the Oceanside Unified School District CCAP Dual Enrollment Program	Attachment: Additional Summer 2024 Program Components Appendix for OUSD CCAP
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc.mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 Goal 2 Goal 3 Goal 4
Recommended:  <hr/> Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services	Approved for Consideration:  <hr/> 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). A memorandum of understanding (MOU) was approved in August 2017 and remains in effect but is focused on responsibilities and general items. The individual courses agreed to each term are defined separately in the Program Components Appendix, so that courses may be updated separately from the MOU. In May 2024, the board of trustees approved course offerings for the summer 2024 academic term. However, there is a need for additional course offerings.

In January 2024, the City of Oceanside awarded MiraCosta College a Measure X grant to support paid dual enrollment internships for OUSD students from underserved populations. Through these internships, high school students gained professional work experience aligned with their career goals, while earning college credit. The grant funded their internship hours and provided scholarships to support students’ basic and work readiness needs, such as technology, transportation, and professional attire. In late April 2024, the City of Oceanside approved an extension to support additional paid dual enrollment internships for summer 2024.

STATUS

The approved CCAP courses for summer 2024 in May 2024 are still in effect. This *Additional Program Components Appendix* to the CCAP Agreement authorizes the offering of additional courses, providing OUSD students with access to paid, credit-bearing internship opportunities during summer.

RECOMMENDATION

Approve the *Additional Summer 2024 Program Components Appendix* for the OUSD CCAP Dual Enrollment Program.

APPENDIX
OCEANSIDE UNIFIED SCHOOL DISTRICT CCAP
ADDITIONAL SUMMER 2024 PROGRAM COMPONENTS

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

Estimated Number of Students to be Served: 9

Total Sections: 9

Additional Summer 2024 Course Offerings								
Location	Course Name	Catalog #	Units	Days	Time	Faculty	Employer of Record	Student Contact Hours (Range)
ARR	HOSP	292	1.0	ARR	Asynch	Staff	MCCD	60-75
ARR	MATH	292	1.0	ARR	Asynch	Staff	MCCD	60-75
ARR	DESN	292	1.0	ARR	Asynch	Staff	MCCD	60-75

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

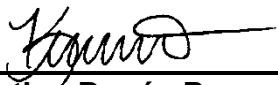

- Criteria used to select courses in a dual enrollment program:
- Applicability of course towards post-secondary educational goals (major and general education)
 - Transferability to the University of California and California State University systems
 - Applicability of skills in the high school environment 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.

Course	Books and Instructional Materials	Cost per Title
HOSP 292	The course does not require books or instructional materials.	N/A
MATH 292	The course does not require books or instructional materials.	N/A
DESN 292	The course does not require books or instructional materials.	N/A

APPROVED BY: _____
 Dr. Sunita V. Cooke,
 Superintendent/President

Date: ____/____/20____

Subject: Approve Out-of-Country Travel – Eric Bishop	Attachment: None
Category: Consent Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> Information ✓ Consent Action </div>
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <div style="display: flex; justify-content: space-around; align-items: center;"> Goal 1 ✓ Goal 2 ✓ Goal 3 Goal 4 </div>
Recommended:  <hr/> Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND




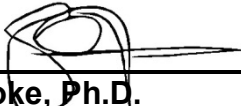
MiraCosta College has been a member of the Southern California Foothills Consortium [SCFC] for the past two decades. It is through their programs that MiraCosta College students have had ongoing opportunities to participate in semester-length study abroad. Professor Eric Bishop was selected to teach in the Fall 2024 London program. In compliance with Board Policy 7400, Employee Travel, full-time faculty member Eric Bishop is requesting approval to travel to London for the Fall 2024 semester as part of the Southern California Foothills Consortium.

STATUS

Study abroad is a cornerstone of effective practice in the sphere of international education, and the provision of opportunities for students to study abroad helps fulfill Administrative Procedure 4026: Philosophy and Criteria for International Education, as well as institutional goal #2 and #3, and institutional strategies outlined in the 2021 Education Master Plan Update. As detailed in the current Memorandum of Understanding (MOU), the Citrus Community College District (CCCD) serves as the fiscal agent of the program, and students register through CCCD. MiraCosta College is eligible for up to \$12,000 reimbursement from CCCD, who coordinate and administer the program.

RECOMMENDATION

Approve Eric Bishop’s request for travel out of the country to London for the fall 2024 semester. Costs not-to-exceed Professor Bishop’s current salary and benefits, plus associate faculty backfill.

Subject: Approve Out-of-Country Travel – Ruben Gomez and Rick White	Attachment: None
Category: Consent Items	Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div>
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <div style="text-align: center;">  Goal 1 Goal 2 Goal 3 Goal 4 </div>
Recommended:  <hr/> Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

In compliance with Board Policy 7400, Employee Travel, MiraCosta College full time Faculty, Rick White and Ruben Gomez, are requesting approval to travel to London, UK from July 8 - July 15, 2024, to conduct a site visit for the Artificial Intelligence (AI)/Computer Studies and Information Technology (CSIT) and Administration of Justice (ADM) study abroad program which has been preliminarily proposed for the summer of 2026.


STATUS

Professor Ruben Gomez proposes to teach ADM 100 (Introduction to the Administration of Justice), and Professor Rick White proposes to teach CSIT 150 (AI: Concepts), as part of the study abroad program that is under development. The purpose of this site visit is to evaluate and ensure the quality and suitability of student housing, transportation, and program-specific facilities in London. This evaluation is crucial to guarantee that the program aligns with MiraCosta’s mission and vision of “innovative teaching-learning, and support services” while being a “leader and partner in transforming students’ lives and communities through learning.”

Conducting this site visit will allow the faculty to gather essential information regarding daily commutes, student costs, and housing arrangements, ensuring that the program meets the highest standards of safety and educational excellence. This visit will also provide an opportunity to establish relationships with local contacts and to meet with prospective study abroad providers in order to prepare a program itinerary that will best support optimal impact of the study abroad experience and the learning outcomes it will provide to the students.

RECOMMENDATION

Approve requests for Ruben Gomez and Rick White to travel out of the country to London, UK from July 8 - July 15, 2024, to conduct a site visit for the proposed AI and Administration of Justice study abroad program for London 2026. Cost not-to-exceed \$2,500 per person.

Subject: Approve Out-of-Country Travel – Sunny Cooke and Mike Fino	Attachment: None
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

In compliance with Board Policy 7400 Employee Travel, MiraCosta College Superintendent/President Dr. Sunita V. Cooke and Dean of Natural and Social Sciences Mike Fino (if space becomes available), are requesting approval to travel to Singapore, from September 27 through October 4, 2024, to attend the Trade Mission.

STATUS

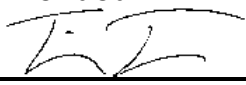
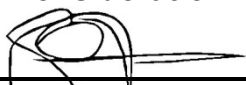
On behalf of San Diego Mayor Todd Gloria, World Trade Center San Diego has invited Dr. Cooke to the San Diego to Singapore Trade Mission. The travel takes place from September 29 to October 4, 2024. This delegation consisting of San Diego Regional Economic Development board members, elected officials, and business and industry representatives will build business relationships in a critical international market, create opportunities for promising small businesses, and explore civic partnerships that confront the challenges of tomorrow.

Singapore is a highly developed center for global trade and hub for US companies conducting business in Asia. Situated in one of the most strategically important locations, the city-state boasts a business-friendly economy, a skilled workforce, world-class infrastructure, and the only land border crossing (with Malaysia) in the world that is busier than ours with Tijuana. Themes for this year’s trade mission will include life sciences, advanced manufacturing, biomanufacturing, entrepreneurship, infrastructure, and urban innovation. Due to MiraCosta College’s strength in Life Science and Biotech/Biomanufacturing, San Diego partners with Singapore facilities will be a crucial part of the experience.

This targeted, cross-sectoral delegation will be comprised of approximately 35 of the region’s senior officials, executives, and academic leaders.

RECOMMENDATION

Approve out-of-country travel for Dr. Sunita V. Cooke, and proactively for Mike Fino if space becomes available. Due to the extensive time of travel to Singapore, dates of travel are anticipated to be between September 26 through October 7, 2024, to attend the World Trade Center San Diego to Singapore Trade Mission, at a not-to-exceed cost of \$10,000 per person.

Subject: Approve American Institute for Foreign Study (AIFS) Faculty-Led Study Abroad to Florence, Italy – Summer 2025	Attachment: AIFS Basic Services Agreement
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Studying abroad is a cornerstone of effective practice in international education and providing opportunities for students to study abroad helps fulfill Administrative Procedure 4026 - philosophy and criteria for international education, as well as institutional goal #2 and institutional strategies outlined in the education plan.

The International Education Advisory Committee (IEAC) has focused on developing short-term study-abroad experiences as a key means to support student access. Greater affordability and reduced time commitments needed for short-term programs have increased equitable access to study abroad for MiraCosta College students from various backgrounds. As is generally true in study abroad, there has continued to be a more significant proportion of female students than male, which indicates an area for improvement. Still, all in all, the demographic data from our first two years of study abroad programs reflect considerable diversity and participation of underrepresented students in accordance with overall equity goals.

STATUS

The efforts to reinstate a MiraCosta College faculty-led study abroad program have been years in the making. The IEAC has worked in dialogue with the vice presidents of instruction and student services to develop this proposal following the process in the college’s Education Abroad Handbook. Based on the review of proposals, the American Institute for Foreign Study (AIFS) was selected for the Summer 2025 Florence Program.

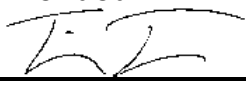
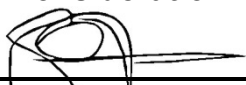
The study abroad program is planned for June 6, 2025, through July 3, 2025. Participants will enroll for two summer courses, ITAL 121 (Introduction to Italian Culture), taught by Professor Andrea Petri, and DES 107 (History of Western Architecture), taught by Professor David

Parker. The program will be organized and arranged by AIFS, which will offer homestay and pension accommodations ranging between \$4,475-\$4,195, depending on the number of participant travelers.

Financial aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact on the general fund.

RECOMMENDATION

Approve the American Institute for Foreign Study (AIFS) Faculty-Led Study Abroad program to Florence, Italy for summer 2025.

Subject: Approve Southern California Foothills Consortium Memorandum of Understanding – Fall 2024 Semester	Attachment: Southern California Foothills Consortium Memorandum of Understanding Fall 2024 Academic Semester
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

MiraCosta College has been a member of the Southern California Foothills Consortium [SCFC] for the past two decades. It is through their programs that MiraCosta College students have had ongoing opportunities to participate in semester-length study abroad. Although MiraCosta College has begun to offer study abroad during the summer term, it is not currently operating any semester-length programs and continues to rely on the SCFC program to make available semester abroad opportunities to MiraCosta College students. At one time, the MOU was signed by college presidents each semester regardless of participation, however, member institutions are now only required to sign when one of their faculty has been selected to teach in one of the consortium’s programs. Professor Eric Bishop was selected to teach in the Fall 2024 London program, and the college has recently received the attached updated copy of the MOU for approval. During the past decade, MiraCosta College faculty have been selected to teach in the program several times, and fulltime faculty who have done so include Professors Steve Torok [Music], Jane Mushinsky [Letters], and David Detwiler [Spanish].

STATUS


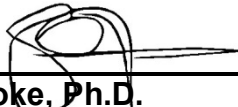
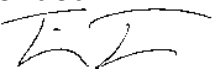
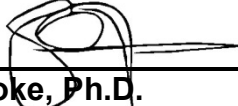
Study abroad is a cornerstone of effective practice in the sphere of international education, and the provision of opportunities for students to study abroad helps fulfill Administrative Procedure 4026: Philosophy and Criteria for International Education, as well as institutional goal #2 and #3, and institutional strategies outlined in the 2021 Education Master Plan Update.

Approval of this MOU will enable Professor Eric Bishop to teach in the program during the fall 2024 semester. As detailed in the MOU, the Citrus Community College District (CCCD)

will serve as the fiscal agent of the program, and students will register through this district. Professor Bishop will receive his normal base salary and benefits from MiraCosta College and be eligible for up to \$12,000 reimbursement from CCCD for coordinating and administering the program.

RECOMMENDATION

Approve the Southern California Foothills Consortium Memorandum of Understanding fall 2024 academic semester.

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

BACKGROUND

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

STATUS

The following firm has agreed to a two (2) -year term for services not covered by the JPA.



- Winet Patrick Gayer Creighton & Hanes – general legal services, emphasis on major community college issues, employment law, investigative services.
 - Hourly Rates (*effective 07/01/2024*)
 - Shareholders \$345 per hour
 - Associate Attorneys - \$290
 - Paralegals - \$150 per hour
- Sheppard Mullin – national university legal services, labor and employment counseling, compliance, training, internal investigations, advisement on diversity initiatives,

collective bargaining, labor disputes, and representation in employment litigation and administrative agency matters.

- Hourly rates (effective 07/01/2024, includes 20% discounted rate)
 - Lisa Harris Attorney \$912
 - Partners \$624 - \$1560
 - Special Counsel \$344 - \$1044
 - Associates \$556 - \$916
 - Paralegals \$388 - \$516
 - Project-based flat fee arrangements would be negotiated based on need.

RECOMMENDATION

Approve legal services, as stated above.

Subject: Approve FY2026-30 Five-Year Capital Construction Plan	Attachment: FY2026-30 Five-Year Capital Construction Plan
Category: Consent	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND



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

STATUS

The Five-Year Construction Plan identifies the capital construction projects the district plans, and it includes estimated costs and schedules. The Five-Year Construction Plan identifies the district’s proposed projects, pending approval from the Board of Trustees, which will be submitted to the Chancellor’s Office on or before July 1, 2024. This plan updates the next five years of district capital construction projects that were identified in the 2016 Facilities Master Plan. The funding for these projects will come from a combination of Measure MM’s \$455 million general obligation bond program, State Scheduled Maintenance, and District Fund 41 Capital Construction funds. The results of this extensive investigative and collaborative project planning process are documented in the attached project list.

RECOMMENDATION

Approve the FY2026-2030 Five-Year Construction Plan, as stated above.

Subject: Approve Microsoft Volume Licensing Software and Campus Agreement	Attachment: None
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The district is in the process of the routine annual renewal of the Microsoft Volume Licensing Software and Campus Agreement. Microsoft is the standard for all licensed Microsoft products used in district academic and administrative operations. A volume license allows for ease of deployment and support on district-purchased equipment with one product key. Microsoft Volume Licensing is offered to higher education institutions needing a vast array of licenses at educational pricing, realizing substantial savings and flexibility in software licensing, cloud services, and IT security.

STATUS

California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as “piggyback”) obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding, and when the pricing and terms have proven to be in the best interest of the district. The district has identified that the use of the Foundation for California Community Colleges (FCCC) Microsoft Volume Licensing Agreement #0000-3568 through CCT Technologies, Inc., dba ComputerLand, will provide the lowest cost and best overall value to the district.

This renewal would be for the term of July 1, 2024 – June 30, 2026, for anticipated total contract value not to exceed of \$400,000, including all applicable taxes, as follows:

Term	Cost (Not to Exceed)
July 1, 2024 – June 30, 2025	\$175,000
July 1, 2025 – June 30, 2026	\$225,000

Funds to acquire the software licensing subscriptions, including technical support services and maintenance are budgeted within the district's technology budget.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with the procurement of the Microsoft Volume Licensing Software and Campus agreement from CCCT Technologies, Inc, dba ComputerLand, in accordance with the FCCC Agreement #0000-3568 for the term specified above.

Subject: Approve Purchase of Proofpoint Email and Cloud Security Protection Bundle	Attachment: CDWG Quote				
Category: Consent Items	Type of Board Consideration: <table style="width: 100%; text-align: center;"> <tr> <td>Information</td> <td>Consent </td> <td>Action</td> </tr> </table>	Information	Consent	Action	
Information	Consent	Action			
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <table style="width: 100%; text-align: center;"> <tr> <td>Goal 1</td> <td>Goal 2</td> <td>Goal 3 </td> <td>Goal 4</td> </tr> </table>	Goal 1	Goal 2	Goal 3	Goal 4
Goal 1	Goal 2	Goal 3	Goal 4		
Recommended: <hr style="width: 80%; margin: 0 auto;"/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration: <hr style="width: 80%; margin: 0 auto;"/> Sunita V. Cooke, Ph.D. Superintendent/President				

BACKGROUND

The district is in the process of the routine annual renewal of maintenance and support for the Proofpoint email and cloud security protection bundle, which includes email protection, email data loss protection (DLP) and encryption, and a cloud applications security broker.

STATUS



California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as “piggyback”), obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding, and when the pricing and terms have proven to be in the best interest of the district. The district has identified that the Foundation for California Community Colleges (FCCC) agreement with CDW Government, Inc. (Contract #00004442) to purchase the Proofpoint email and cloud security protection bundle provides the lowest cost and best overall value for district technology purchases.

The renewal term is from July 1, 2024, to June 30, 2025, at a total cost of \$124,174.65.

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

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with the procurement of the Proofpoint email and cloud security protection bundle with CDW Government Inc. in the amount of \$124,174.65, in accordance with the terms and conditions of FCCC Contract # 00004442.

Subject: Approve Annual United States Postal Service Usage and Cost	Attachment: None
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Effective communication is critical in fostering district engagement, transparency, and collaboration. To facilitate communication with our diverse stakeholders, including students, staff, and the broader public, the district maintains a prepaid bulk mailing account with the United States Postal Service (USPS).

STATUS



Pursuant to the district’s AP6340, all contracts valued more than the current public contract code formal bid level must be presented to the board for prior approval. Since the estimated amount needed for Fiscal Year 2025 exceeds the bid level, this transaction is being presented to the board for approval.

District staff have determined that the following estimated amounts will be needed to maintain district mailing services. Bulk Mail service in the amount of \$298,000 and Business Reply service in the amount of \$8,000 for a total estimated purchase not to exceed \$306,000.

Funds for this transaction have been identified within the Purchasing and Material Management operating funds for \$218,000, Community Education and Workforce Development for \$78,000, and the MiraCosta College Foundation for \$10,000.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with the estimated total annual purchase not to exceed amount of \$306,000.

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

BACKGROUND

As part of the Measure MM bond program, the purchasing of furniture, fixtures, and equipment (“FF&E”) is needed in association with new construction and renovation projects. This need for FF&E items, specifically laboratory equipment, rolling tables, lab stools, chairs, file/bookcases, is related to the project needs identified for the New Chemistry and Biotechnology Project at the Oceanside Campus.

STATUS

California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as “piggyback”) obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district. The district has identified the use of the Foundation for California Community Colleges (FCCC) OT0007792G and SPA0043988, VWR Inc., International Van Waters and Roger, Avantar FCCC Contract 0000-5697, and Fisher Science Education, Fisher Scientific FCCC 00005696 for the purchase of specific items at the lowest cost and best overall value for district purchases.



The equipment purchases have been identified with an estimated total cost not to exceed \$895,000, and are detailed below:

Project Name	Estimated Cost	Supplier
New Chemistry and Biotechnology Building	\$165,000	KI
	\$575,000	Fisher Science Education
	\$155,000	Avantor VWR, Inc. International

Funds for equipment are budgeted within the district’s Measure MM budget.

RECOMMENDATION

Authorize the vice president, administrative services to proceed with the procurement with Community Colleges (FCCC) OT0007792G and SPA0043988, VWR Inc., International Van Waters and Roger, Avantar FCCC Contract 0000-5697, and Fisher Science Education, Fisher Scientific FCCC 00005696 for purchases in amount not-to-exceed \$895,000.

Subject: Approve FY25 Tentative Budget	Attachment: FY25 Tentative Budget				
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action				
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <table style="width:100%; text-align:center;"> <tr> <td><input checked="" type="checkbox"/> Goal 1</td> <td><input checked="" type="checkbox"/> Goal 2</td> <td><input checked="" type="checkbox"/> Goal 3</td> <td><input checked="" type="checkbox"/> Goal 4</td> </tr> </table>	<input checked="" type="checkbox"/> Goal 1	<input checked="" type="checkbox"/> Goal 2	<input checked="" type="checkbox"/> Goal 3	<input checked="" type="checkbox"/> Goal 4
<input checked="" type="checkbox"/> Goal 1	<input checked="" type="checkbox"/> Goal 2	<input checked="" type="checkbox"/> Goal 3	<input checked="" type="checkbox"/> Goal 4		
Recommended:  _____ Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President				

BACKGROUND

The FY2024/25 tentative budget workshop was conducted at the board workshop on June 13, 2024. Highlights of the FY2024/25 tentative budget workshop included:





- 2023/24 budget priorities and recap
- Governor’s May revise and estimates for the district
- Board of Trustees 2024/25 budget directions
- 2024/25 tentative budget assumptions and plan
- 2024/25 budget: general fund unrestricted

STATUS

It is expected that the state legislature will approve a budget on June 15, 2024. The Board of Trustees is required by law to approve a tentative budget before the start of the new fiscal year, July 1, in order for the district to expend funds starting July 1, and prior to the board’s adoption of the final budget in September. The final budget workshop presentation is scheduled for September 5, 2024, and the final budget board approval/adoption at the September 12, 2024, board meeting.

RECOMMENDATION

Approve the FY2024/25 tentative budget as stated above.

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

BACKGROUND

Board Policy 6330—Purchasing and Contracts requires, in part, that all contracts valued at more than the current bid level, as specified in Public Contract Code §20651 et seq. (calendar year 2024 = \$114,500.00), will be presented to the Board of Trustees for prior approval, but that contracts valued at less than the current Public Contract Code bid level may be presented to the board for ratification rather than prior to execution. All contracts ratified by the board shall be deemed to be fully executed district commitments and may not be subsequently cancelled, withheld or amended, unless determined by the vice president, administrative services to be a legally unenforceable obligation.

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

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

STATUS

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

RECOMMENDATION

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

**Contract and Purchase Order Ratification List
April 23, 2024 - May 23, 2024**

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

CUPCCAA POs from \$5,000 – \$200,000

PO #	Vendor	Description	Amount
24002079_PO	Powerland Equipment Inc	2024 Annual Weed Abatement (Fac)	\$55,708.00
24002174_PO	Frontier Fence Company Inc	Pumphouse Switch Enclosure (Fac)	\$22,110.00
24002046_PO	Maurice Gannon	Student Center ADA Repair (Fac)	\$21,800.00
24002058_PO	Maurice Gannon	Rugby Tuff Shed Slab (Fac)	\$14,750.00
24001905_PO	Botsford Construction Inc	Facility Maintenance (TCI)	\$14,220.00
24002057_PO	Maurice Gannon	Parking Lot 5A Cut Outs (Fac)	\$9,750.00
24002059_PO	Maurice Gannon	1000 Concrete Drain Repair (Fac)	\$7,000.00

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

Emergency Repair Contracts Without Bid

PO #	Vendor	Description	Amount
	No entries this month		

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

POs from \$25,000 - \$114,500

PO #	Vendor	Description	Amount
24001923_PO	Sartorius Stedim North America Inc.	Equipment (BioTec)	\$111,469.36
24001981_PO	Southland Technology	Classroom Tech (ITS)	\$99,547.93
24001791_PO	CDW Government Inc	VIVI Classroom Bundle (ITS)	\$89,306.25
24002183_PO	Alliant Insurance Services, Inc.	Insurance Consulting (HR)	\$62,744.00
24001958_PO	Southland Technology	AV/IT TECH (ITS)	\$56,024.11
24001890_PO	Trace3	Software Maintenance (ITS)	\$55,732.50
24001885_PO	CDW Government Inc	Lecterns (ITS)	\$50,877.50
24001942_PO	Cambridge University Press	Online Archives (Library)	\$41,360.00
24001743_PO	Power Plus Productions	Video (Commencement)	\$36,713.25
24001976_PO	Christi Ann Hill	Contract Services (Work Dev)	\$31,000.00
24002040_PO	Dell Marketing L P	Library Tech (Veterans)	\$30,425.59
24001902_PO	ProQuest LLC	eResources (Library)	\$28,820.04
24001828_PO	Luxer Corporation	Lockers (SAN)	\$27,939.14
24001865_PO	CDW Government Inc	Lecterns (ITS)	\$25,438.75
24002014_PO	CDW Government Inc	Student Laptops (Puente)	\$25,322.05

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

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

PO #	Vendor	Description	Amount
24001841_PO	Grossmont-Cuyamaca CCD	Netlab Regional Support (SWP)	\$20,000.00
24001985_PO	Desiree Daugherty	Marketing services (Strong Workforce)	\$19,950.00
24002152_PO	Clum Media, Inc.	Contract Services (ITS)	\$19,500.00
24002125_PO	Securitas Technology Corporation	Maintenance Agreement (Fac)	\$18,453.29
24001813_PO	TK Elevator Corp	Services (Fac)	\$17,588.14
24001859_PO	Ellucian Company LP	Software Maintenance (ITS)	\$14,777.00
24001898_PO	SAGE Publications, Inc.	eResources (Library)	\$12,483.00
24001783_PO	Brilliant Marketing Ideas	Materials & Supplies (Adult Education)	\$10,825.00

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

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

PO #	Vendor	Description	Amount
24001901_PO	Explore Colleges	College Tours (Std Svs)	\$9,950.00
24001862_PO	L+L Printers	TL Printing (Foundation)	\$8,781.24
24001736_PO	LAD Partners	Promotional Items (Found)	\$8,204.52
24002105_PO	Waxie Punchout	Janitorial Supplies (Fac)	\$7,558.96
24002069_PO	San Diego North Economic Dev Council	Advertising (TCI)	\$7,500.00
24001928_PO	Max Lux Media LLC	Contract Services (Career Ed)	\$7,370.00
24001772_PO	Calvin Chan	Contract Services (Com Ed)	\$7,176.00
24001934_PO	Amazon (Punchout)	Supplies (Comp Sci)	\$7,105.96
24001975_PO	4imprint	Promotional Items (SSSP)	\$7,051.52
24002182_PO	CDW Government Inc	MS Defender Consulting (ITS)	\$6,240.00
24002080_PO	Hudson Printing	CE Schedule (CLC)	\$6,118.68
24001773_PO	Waxie Punchout	Janitorial Supplies (Fac)	\$5,752.27
24002038_PO	AAC&U	Annual Membership (Pres)	\$5,000.00

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

Change Orders

PO #	Vendor	Description	Amount
23002377_PO	CulinArt Group	Blanket Purchase Order (Std Eqty)	\$10,825.00
23002359_PO	Smart & Final	Blanket Purchase Order (CARES)	\$10,000.00
23002509_PO	Berney Insurance Agency	Blanket Purchase Order (Risk)	\$10,000.00
23002448_PO	State of California	Blanket Purchase Order (HR)	\$9,000.00
23002753_PO	County of San Diego Auditor & Controller	Contract Services (Col Pol)	\$6,700.00
23002845_PO	Loomis Armored US, LLC	Contract Services (Cash)	\$5,000.00

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

Construction Contract Change Orders

PO #	Vendor	Description	Amount
	No entries this month		

Total Contract Expenditures: \$1,196,969.05

Ratify MCC purchase orders 24001763 through 24002195

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

MOUs / Grants / Instructional / Miscellaneous Agreements

Contract #	Other Party	Description	Amount
24000072_SCON	Clum Media, Inc.	Video Training (ITS)	30,500.00
24000070_SCON	Strata Information Group	Business Process Analysis (Std Svs)	16,250.00
24000060_SCON	Calvin Chan	Website Development (CLC)	7,176.00
24000061_SCON	The Scripps Research Institute	LAEP Program Agreement (Emplmnt Svs)	0.00
24000065_SCON	San Diego Art Institute	LAEP Agreement (Emplmnt Svs)	0.00

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

Facilities Use Agreements

Contract #	Licensee	Description	Amount
24000063_SCON	Team Kennedy 24	Tabling Event	240.00
24000064_SCON	Andrew Bennett	Volleyball matches and games	4,000.00
24000069_SCON	Regents of the University of California	UCLA's HSI Transfer Yield Event	0.00

**Capital Improvement Program Contract and Purchase Order Ratification List
April 23, 2024 – May 23, 2024**

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

CUPCCAA POs from \$5,000 – \$200,000

PO #	Vendor	Description	Amount
	No Entries This Period		

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

POs Greater Than \$25,000

PO #	Vendor	Description	Amount
24002124	ePlus Technology, Inc.	04203 Additional Switches for Student Services OCN	\$113,971.01
24002023	ABC School Equipment, Inc	04216 PVS Quote 044965-1 for wall mounted whiteboards and tackboards OCN	\$25,243.87
24001881	C W Driver LLC	04237 Design-Build Stipend OCN	\$25,000.00
24001882	Rudolph and Sletten	04237 Design-Build Stipend OCN	\$25,000.00
24002024	Swinerton Builders	04237 Design-Build Stipend OCN	\$25,000.00

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

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

PO #	Vendor	Description	Amount
24001759	CDW Government Inc	04203 Surge Protectors OCN	\$10,960.31

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

POs from \$0 - \$9,999

PO #	Vendor	Description	Amount
24001997	Vestis Group, Inc.	04201 HWH Exterior Floor Mats OCN	\$7,361.00
24001966	CDW Government, Inc	04216 Cable Management Accessories OCN	\$3,616.63
24001964	Whitaker Brothers Business Machines, Inc	04203 Shredders OCN	\$2,868.74
24002119	CDW Government Inc	04203 I UPS Equipment for Student Services OC OCN	\$2,375.96
24002106	Pathway Communications, Ltd	04216 Library TV Mounts OCN	\$1,500.88
24002172	SuperGraphics, LLC	04216 Supergraphics Graphical Wraparound OCN	\$1,483.03
24001967	State Water Resources Control Board	04201 HWH SWRCB Annual Permit Fee OCN	\$1,324.98
24001965	American Security Cabinets	04216 American Security Cabinets OCN	\$1,270.18
24001811	SMS Geotechnical Solutions Inc	04101 missed meeting for invoice SAN	\$640.00

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
23004368	NV5 Inc	04215 Change Order 2 OCN	\$85,174.40
24001555	Williams Scotsman Inc	04244 Change Order 3 OCN	\$39,281.76
24000867	Elite Relocation Services	04216 Change Order 01 OCN	\$10,647.06
23004337	NV5 Inc	04117 Change Order 2 OCN	\$5,000.00

24000794	Pathway Communications, Ltd	04216 Change Order 1 OCN	\$3,060.18
24000794	Pathway Communications, Ltd	04216 Change Order 2 OCN	\$1,560.00

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
23003452	Balfour Beatty Construction LLC	04204 Change Order 34 OCN	\$213,547.00
23003450	Level 10 Construction	04216 Change Order 11 OCN	\$136,517.00
23003643	Swinerton Builders	04203 Change Order 47 OCN	\$85,874.00
23003446	Balfour Beatty Construction LLC	04201 Change Order 34 OCN	\$66,063.00

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

MM-17-002 – Geotechnical Engineering Task Orders			
Contract #	Other Party	Description	Amount
	No Entries This Period		

MM-17-002 – Geotechnical Engineering Task Change Orders			
Contract #	Other Party	Description	Amount
	No Entries This Period		

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

MM-17-003 – Civil Engineering Task Orders			
Contract #	Other Party	Description	Amount
	No Entries This Period		

MM-17-003 – Civil Engineering Task Change Orders			
Contract #	Other Party	Description	Amount
	No Entries This Period		

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

MM-17-012 – Commissioning Services Task Orders			
Contract #	Other Party	Description	Amount
	No Entries This Period		

MM-17-012 – Commissioning Services Task Change Orders			
Contract #	Other Party	Description	Amount
	No Entries This Period		

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

MM-19-013 – Inspector of Record Task Orders			
Contract #	Other Party	Description	Amount
	No Entries This Period		

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

Contract #	Other Party	Description	Amount
	No Entries This Period		

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

MM-19-014 – Special Inspection Task Orders

Contract #	Other Party	Description	Amount
	No Entries This Period		

MM-19-014 – Special Inspection Task Change Orders


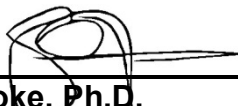
Contract #	Other Party	Description	Amount
	No Entries This Period		

Total Contract Expenditures: \$894,340.99

Ratify purchase orders — 24001759, 24001811, 24001881-24001882, 24001964- 24001967, 24001997, 24002023- 24002024, 24002106, 24002119, 24002124, 24002172

Ratify purchase orders (Task Orders) — N/A

Ratify purchase orders (Contracts) — N/A

Subject: Approve Employment Contract for Superintendent/President	Attachment: Employment Contract				
Category: Action Items	Type of Board Consideration: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center;">Information</td> <td style="width: 33%; text-align: center;">Consent</td> <td style="width: 33%; text-align: center;"> <input checked="" type="checkbox"/> Action </td> </tr> </table>	Information	Consent	<input checked="" type="checkbox"/> Action	
Information	Consent	<input checked="" type="checkbox"/> Action			
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; text-align: center;">Goal 1</td> <td style="width: 25%; text-align: center;">Goal 2</td> <td style="width: 25%; text-align: center;"> <input checked="" type="checkbox"/> Goal 3 </td> <td style="width: 25%; text-align: center;">Goal 4</td> </tr> </table>	Goal 1	Goal 2	<input checked="" type="checkbox"/> Goal 3	Goal 4
Goal 1	Goal 2	<input checked="" type="checkbox"/> Goal 3	Goal 4		
Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President				

BACKGROUND

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

STATUS

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

The 2024/25 recommended compensation is \$365,321 per year. The superintendent/president also receives a \$750 monthly allowance for use of a personal vehicle for district business, \$750 monthly allowance for special expenses incurred in the course of performing the official duties, and \$125 per month for mobile communication service.

RECOMMENDATION

Approve employment contract for superintendent/president, effective July 1, 2024.

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

This Eighth Amendment (“Amendment”) is entered into by and between the Governing Board of the MiraCosta Community College District (hereinafter referred to as “Board” or “District”) and Dr. Sunita Cooke (hereinafter referred to as “Cooke”), effective July 1, 2024.

RECITALS

- A. The parties have entered into an Agreement for the Employment of the Superintendent/President dated July 1, 2016, as amended by that certain First Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2017, and as amended by that certain Second Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2018, and as amended by that certain Third Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2019, and as amended by that certain Fourth Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2020, and as amended by that certain Fifth Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2021, and as amended by that certain Sixth Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2022, and as amended by that certain Seventh Amendment to Agreement for the Employment of Superintendent/President dated July 1, 2023 (collectively, the “Agreement”);
- B. It is the desire of the parties to modify the Agreement as set forth herein.

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

Section 1. The last sentence of Paragraph 2.0 of the Agreement, relating to its term, is hereby amended to read in its entirety as follows: “The expiration date of this Agreement shall be June 30, 2028.”

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

3.0 SALARY

For services rendered to the District as superintendent/president, Cooke shall be compensated by the District on a salary basis through the expiration date of this Agreement in the annual amount of Three Hundred Sixty-Five Thousand, Three Hundred Twenty-One Dollars (\$365,321.00). This salary represents a placement on Step 7 of the 2024-2025 Superintendent/President Salary Schedule. Cooke’s placement on the Superintendent/President Salary Schedule shall increase in accordance with the appropriate salary schedule increase each succeeding July 1, up to the maximum step on the salary schedule, conditioned on Cooke having received an overall satisfactory evaluation from the Board

for the prior year of service and Board approval. The annual salary shall be paid according to District's customary payroll practices, in twelve (12) installments, which shall be as nearly equal as practical. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

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

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


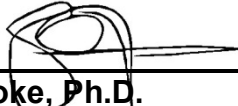
BOARD OF TRUSTEES

Dated: _____

Dated: _____

SUPERINTENDENT/PRESIDENT

Sunita V. Cooke, Ph.D.

Subject: Approve Employment Contract for Assistant Superintendents/Vice Presidents, Vice President, Associate Vice President, and Chief Inclusion, Diversity, Equity, Accessibility Officer	Attachment: Employment Contracts for Assistant Superintendents/Vice Presidents, Vice President, Associate Vice President, and Chief Inclusion, Diversity, Equity, Accessibility Officer – Templates
Category: Action Items	Type of Board Consideration: Information Consent <input checked="" type="checkbox"/> Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

The following assistant superintendents/vice presidents are recommended for three-year contracts, with the following annual salaries for July 1, 2024 to June 30, 2025, conditioned on the administrator’s most recent evaluation being satisfactory:

- Charlie Ng, Assistant Superintendent/Vice President, range 2, step 7 – \$287,830
- Dr. Alketa Wojcik, Assistant Superintendent/Vice President, range 2, step 7 – \$287,830
- Tim Flood, Assistant Superintendent/Vice President, range 2, step 7 – \$287,830
- K. Denée Pescarmona, Assistant Superintendent/Vice President, range 2, step 4 – \$263,405

The following vice president and associate vice president are recommended for three-year contracts, with the following annual salaries for July 1, 2024 to June 30, 2025, conditioned on the administrator’s most recent evaluation being satisfactory:

- Shannon Stubblefield, Vice President, range 1, step 4 – \$224,835
- Anthony Maciel, Associate Vice President, step 5 – \$231,580

The following chief inclusion, diversity, equity, accessibility officer is recommended for a one-year contract, with the following annual salary for July 1, 2024 to June 30, 2025:

Dr. Wendy Stewart, Chief Inclusion, Diversity, Equity, Accessibility Officer, step 7 – \$245,683

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

RECOMMENDATION

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

MIRACOSTA COMMUNITY COLLEGE DISTRICT ADMINISTRATOR EMPLOYMENT AGREEMENT

This agreement (“Agreement”) is made July 1, 2024, by and between the MiraCosta Community College District (“District”) in San Diego County, California, and «Name», «Title», «Division» (“Administrator”).

1.0 DUTIES

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

2.0 TERM

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

3.0 SALARY

The Administrator shall be paid according to Vice President Range «Range», step «Step», \$«Annual_Salary» annually on the 2024–2025 Vice President Salary Schedule. The salary will be paid according to District’s customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

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

4.0 HEALTH-AND-WELFARE BENEFITS

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

5.0 RETIREMENT BENEFITS

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

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

6.0 SABBATICAL

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

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

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

- c. Shall furnish a suitable bond to the Governing Board upon approval of a sabbatical leave application. (Ed. Code Section 87770).

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

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

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

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

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

7.0 EXPENSES

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

8.0 DAYS OF SERVICE

This Agreement provides 261 contract days per year (218 on-duty days; 25 vacation days; 18 holidays), with vacation, sick leave, and personal necessity leave available in accordance with District policy. Prior to the start of each fiscal year, the

Administrator's non-contract days, if any, will be approved by the Administrator's supervisor and reported to the District's payroll office.

9.0 EVALUATION

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

10.0 REASSIGNMENT

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

11.0 TERMINATION

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

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

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

12.0 Provisions of Government Code Sections 53243.3-53243.4.

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

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

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

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

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

13.0 OTHER PROVISIONS

13.1 This Agreement does not confer tenure.

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

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

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

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

13.6 This contract is subject to and incorporates by reference as if fully set

forth herein provisions of the laws of the State of California and policies, rules, and regulations of the District.

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

14.0 Representations and Warranties.

Administrator represents and warrants that they:

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

MiraCosta Community College District

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

Date:_____

«Name»
«Title»
«Division»

Date:_____

**MIRACOSTA COMMUNITY COLLEGE DISTRICT
ADMINISTRATOR EMPLOYMENT AGREEMENT**

This agreement (“Agreement”) is made July 1, 2024, by and between the MiraCosta Community College District (“District”) in San Diego County, California, and «Name», «Title», «Division» (“Administrator”).

15.0 DUTIES

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

16.0 TERM

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

17.0 SALARY

The Administrator shall be paid according to step «Step», \$«Annual_Salary» annually on the 2024–2025 Associate Vice President/Chief Inclusion, Diversity, Equity, and Accessibility Officer 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/Chief Inclusion, Diversity, Equity, and Accessibility Officer Salary Schedule shall increase by one-step each succeeding July 1, up to the maximum step on the salary schedule, upon the condition that the Administrator’s most recent evaluation is satisfactory and the Administrator has served in the assignment for at least seventy-five percent (75%) of the preceding year.

18.0 HEALTH-AND-WELFARE BENEFITS

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

19.0 RETIREMENT BENEFITS

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

- 5.4 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 an Associate Vice President/Chief Inclusion, Diversity, Equity, and Accessibility Officer with the District.
- 5.5 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.
- 5.6 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.

20.0 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:

- d. Shall have rendered at least six (6) consecutive years of service in the position of Associate Vice President/Chief Inclusion, Diversity, Equity, and Accessibility Officer 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).
- e. Shall agree to render service to the District equal to twice the period of leave upon return from sabbatical leave. (Ed. Code Section 87770).

- f. 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.

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

21.0 EXPENSES

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

22.0 DAYS OF SERVICE

This Agreement provides 261 contract days per year (218 on-duty days; 25 vacation days; 18 holidays), with vacation, sick leave, and personal necessity leave

available in accordance with District policy. Prior to the start of each fiscal year, the Administrator's non-contract days, if any, will be approved by the Administrator's supervisor and reported to the District's payroll office.

23.0 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.

24.0 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.

25.0 TERMINATION

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

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

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

26.0 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:

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

27.0 OTHER PROVISIONS

13.8 This Agreement does not confer tenure.

13.9 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.

13.10 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.

13.11 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.

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

13.13 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.

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

28.0 Representations and Warranties.

Administrator represents and warrants that they:

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

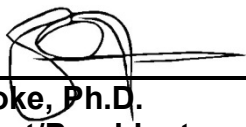
MiraCosta Community College District

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

Date: _____

«Name»
«Title»
«Division»

Date: _____

Subject: Adopt Resolution No. 19-23/24 – Excuse Board Member Absence	Attachment: Resolution No. 19-23/24 – Excuse Board Member Absence
Category: Action Items	Type of Board Consideration: Information Consent <input checked="" type="checkbox"/> Action
Institutional Goals: mcc.missionstatement.pdf (miracosta.edu)	Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

Trustee Frank Merchat was absent from the workshop and regular business meeting of the MiraCosta Community College District Board of Trustees on May 9 and May 16, 2024, respectively, due to a hardship deemed acceptable to the board.

RECOMMENDATION

Adopt Resolution No. 19–23/24, excusing the absence of Trustee Frank Merchat from the workshop on May 9, 2024, and the regular meeting on May 16, 2024.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 19-23/24**

EXCUSE BOARD MEMBER ABSENCE

WHEREAS, Trustee Frank Merchat was absent from a workshop on May 9, 2024, and a regular meeting on May 16, 2024, of the MiraCosta Community College District Board of Trustees, due to a hardship deemed acceptable to the board.

NOW, THEREFORE, BE IT RESOLVED by the MiraCosta Community College District Board of Trustees that the above-noted absence of Trustee Merchat is excused and that, in accordance with the applicable provisions of Education Code section 72024, no reduction in monthly compensation will be made for the absence.

PASSED AND ADOPTED by the Board of Trustees of the MiraCosta Community College District of San Diego County, California, this 20th day of June 2024, by the following vote, which constitutes a majority of the Board of Trustees:

AYES:

NOES:

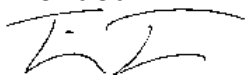
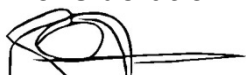
ABSTAINING:

ABSENT:

STATE OF CALIFORNIA)
)
SAN DIEGO)

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

Secretary of the Board of Trustees

Subject: Award and Execute Construction Services Contracts for Bid No. MM24-003 Project A Recycled Water Installation Project and Project B ADA Path of Travel Project at (SAN)	Attachment: None
Category: Action Items	Type of Board Consideration: Information Consent <input checked="" type="checkbox"/> Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

As part of the Measure MM bond program, the MiraCosta Community College District (“MCCD”) Project Management Office (“PMO”) has procured pricing for construction services for Bid No. MM24-003. This combined procurement consists of (1) Project A Recycled Water Installation Project (“Project A”) and (2) Project B ADA Path of Travel Project at SAN (“Project B”), via a competitive bidding process pursuant to Public Contract Code §20650, et seq. The scope of work for Project A consists of connecting, upgrading, and converting existing irrigation system to Olivenhain Municipal Water District’s recycled water main at Manchester Avenue, including trenching and backfilling asphalt parking lot and additional on campus landscaping. Project B consists of providing a new CBC/ADA accessible path of travel from the main campus to the pedestrian right of way at Manchester Avenue. This project also includes minor site demolition, grading, new concrete flatwork paving with concrete curb ramps, new asphalt paving replacement, and new galvanized steel handrails.

STATUS

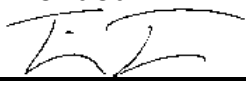
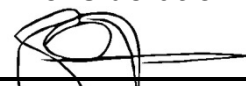
Project A did not require Division of State Architects (DSA) approval, but Project B required, and has DSA approval. The competitive bidding process for the Project closed May 30, 2024, at 11:00 AM. Pre-Qualification MM#24-003 preceded this and there were four (4) firms that the district pre-qualified and invited to bid. Three (3) bids were submitted and two (2) were deemed responsive. The details of the bids submitted are as follows:

Firm	Base Bid Project A	Allowance Project A	Base Bid Project B	Allowance Project B	Bid Total
Armstrong Cal Builders, Inc.	\$735,000	\$100,000	\$345,000	\$50,000	\$1,230,000
Kay Construction Company, Inc.	\$1,098,000	\$100,000	\$446,408	\$50,000	\$1,695,023
LB Civil Construction non-responsive					

Project Bid Documents stated that the Low Bid would be determined based on the aggregate totals of: (1) the Base Bid for Project A, the District Controlled Construction Allowance for Project A as well as the (3) the Base Bid for Project B and (4) the District Controlled Construction Allowance for Project B. As such, Armstrong Cal Builders, Inc. bid was determined to be the low bid.

RECOMMENDATION

Given the foregoing, district staff and the Project Management Office recommend that the board move forward with entering into agreements with Armstrong Cal Buildings, Inc. for Project A for \$835,000 and Project B for \$395,000 for a total commitment of \$1,230,000 including district controlled project allowances.

Subject: Approve Extension of Lease Agreement with Class Leasing LLC for Oceanside Campus – Temporary Facilities	Attachment: None
Category: Action Items	Type of Board Consideration: Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 Goal 3 Goal 4
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

On or about November 21, 2019, and as part of the Measure MM bond program, the board approved the leasing of temporary offices and restroom spaces/facilities as listed below (“Temporary Facilities”), which were needed for upcoming and future space needs due to ongoing renovation, modernization, and new construction projects projected at that time. The board approved same pursuant to its authority under a Cooperative Purchase Agreement with Class Leasing, LLC. (“Vendor”) pursuant to the board’s authority as per the conditions set forth in Public Contract Code section 20652 (“Original Lease”).

The Temporary Facilities included the following:

1. Four (4) 48’x40’ office trailers
2. One (1) 96’x40’ office trailer
3. One (1) 48’x40’ conference room trailer consisting of five conference rooms, a breakroom and MFD room
4. One (1) 48’x40’ trailer for the boardroom and large meeting space facility; and
5. One (1) restroom modular trailer

District staff and the Project Management Office (PMO) have determined that the Temporary Facilities are needed for an additional year upon the same terms, conditions and provisions set forth in the Original Lease.

The Original Lease with Class Leasing, LLC. was entered into via what is commonly known as a “piggyback” procurement based upon a compliant public works procurement with the Chawanakee Unified School District.

STATUS

Class Leasing has a new “piggyback” procurement qualification with the Gonzales USD, and based thereon, Class Leasing, LLC. is ready, willing, and able to continue to lease the Temporary Facilities to the district for the previously agreed to annual price (i.e. \$305,642) for the one-year extension.







District staff and the PMO have recommended the continuation of the Original Lease, or a new Lease, for one more year, pursuant to the same price points and terms, conditions, and provisions of the Original Lease.

Outside legal counsel agrees with the district staff and PMO recommendation.

RECOMMENDATION

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

- 1) Approve a one-year extension at a cost to the district of \$305,642 from May 15, 2024, through May 15, 2025, for the continuation of the leased Temporary Facilities; and
- 2) Authorize the assistant superintendent/vice president, administrative services to execute any necessary documents to accomplish same.

Subject: Board Policy 4020 BP – Programs, Curriculum, and Course Development	Attachment: Board Policy 4020 BP – Programs, Curriculum, and Course Development
Category: Board Policies – Second Read	Type of Board Consideration: Information Consent Action 
Institutional Goals: mcc mission statement.pdf (miracosta.edu)	Institutional Goal Supported:  Goal 1  Goal 2  Goal 3  Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

A review of edits to Board Policy 4020 BP – Programs, Curriculum, and Course Development has been completed and approved by College Council. The policy is now presented as a second read and adoption by the board.

Administrative Procedure 4020 is provided for information only.

RECOMMENDATION

Adopt Board Policy 4020.

The programs and curricula of the district shall be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency. To that end, the superintendent/president shall establish procedures for the development and review of all curricular offerings, including their establishment, modification, or discontinuance.

Furthermore, these procedures shall include the following:

- A. Appropriate involvement of the faculty, Courses and Programs Committee (CPC), and Academic Senate in all processes
- B. Regular review and justification of programs and course descriptions
- C. Opportunities for training for persons involved in aspects of curriculum development
- D. Consideration of job market and other related information for career education programs

All new programs and any recommendations for discontinuance of programs shall be submitted to the board of trustees for approval.

All new programs shall be submitted to the state California Community Colleges Chancellor's Office for approval as required.

Individual degree-applicable credit courses offered as part of a permitted educational program shall be submitted to the board of trustees for approval. Non-degree-applicable credit and degree-applicable courses that are not part of an existing approved program must satisfy the conditions authorized by Title 5 regulations and shall be submitted to the board for approval.

Consistent with federal regulations applicable to federal financial-aid eligibility, the district shall assess and designate each of its programs as either a "credit hour" program or a "clock hour" program. At MiraCosta College, 54 total student learning hours is equivalent to 1 unit of credit, and the minimum unit increment is 0.5.

~~Title 5 provides specific hour-to-unit ratios for Cooperative Work Experience. The ratios are 75 hours of paid work experience for 1 unit of credit and 60 hours of non-paid work experience for 1 unit of credit.~~ **Work experience education courses shall adhere to the formula for credit hour calculations identified in Title 5 section 55253.**

The Code of Federal Regulations defines clock hour programs (34 CFR 668). Clock hour programs are required to use the formula for calculating units of credit that is contained within the code.

The superintendent/president will establish procedures that prescribe the definition of "credit hour" consistent with applicable Title 5 and federal regulations as they apply to community college districts.

The superintendent/president shall establish procedures to assure that curriculum at the district complies with the definition of "credit hour" or "clock hour," where applicable.

The superintendent/president shall also establish a procedure for using a clock-to-credit hour conversion formula to determine whether a credit hour program is eligible for federal financial aid. The conversion formula is used to determine whether such a credit-hour program has an appropriate minimum number of clock hours of instruction for each credit hour it claims.

See Administrative Procedures 4020, 4021, and 4022.

MiraCosta Community College District

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Adoption History: 1/19/10, 6/19/12, 11/15/18

Periodic Review: 4/14/15, 6/23/22

Reference Update: 5/14

References: Education Code §§70901(b), 70902(b), 78016
Title 5, §§51000, 51022, 55002, 55100, 55130, 55150, 55256.5
U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.
34 Code of Federal Regulations Sections 600.2, 602.24, 603.24, and 668.8
Accrediting Commission for Community and Junior Colleges
Accreditation Standards ~~II.A, II.A.9~~ **2.1, 2.2,**

CCLC Update: #25, 11/14; #28, 4/16; #31, 10/17

Steering: CPC / AS

MiraCosta College faculty, as empowered by [Assembly Bill 1725](#), have primacy in the area of curriculum development and as such are responsible for managing and updating their curriculum in accordance with standards set forth by the California Code of Regulations (title 5), the California Community Colleges Chancellor’s Office, and the Accrediting Commission for Community and Junior Colleges (ACCJC).

The Courses and Programs Committee (CPC), a subcommittee of the Academic Senate, makes recommendations pertaining to the programs and courses offered by the college primarily to the Academic Senate. The CPC acts by means of careful study and open discussion to assure the college’s curriculum has consistent quality, rigor, and compliance with state regulations and standards as well as with district policies and procedures.

The district shall develop and offer programs and curricula in ethnic studies as well as programs and curricula designed to promote cultural awareness and innovative approaches to ensure that historically marginalized students see themselves reflected in curriculum. Programs and curricula shall meet the needs of disproportionately impacted students by increasing their sense of belonging and their ability to complete a degree, credential, or certificate.

The Courses and Programs Committee Handbook describes the roles and responsibilities of the CPC as well as the procedures for program and curriculum development at MiraCosta College. The handbook is reviewed annually and updated as needed by the CPC.

The MiraCosta Community College District provides annual certification to the California Community Colleges Chancellor’s Office pertaining to the approval of credit courses and credit programs as required under title 5 sections 55100 and 55130.

Credit Hour

One credit hour of community college work (one unit of credit) shall require a minimum of 48 semester hours of total student work, which may include hours inside or outside of class.

MiraCosta Community College District	Page 1 of 3
Effective Date:	1/19/10, 5/14/12, 9/9/14, 4/8/16, 11/21/19, 6/8/23, 5/02/24
Periodic Review:	4/14/15, 5/19/22
Reference Update:	11/14
References:	Title 5 §§51021, 55000 et seq., 55100 et seq. 34 Code of Federal Regulations Part 600.2 ACCJC Accreditation Standard 2.1, 2.2 U.S. Department of Education regulation on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended
CCLC Update:	#25, 11/14; #31, 10/17, #43, 10/23
Steering:	CPC/AS

A course requiring 96 hours or more total student work shall provide at least two units of credit. Work experience education courses shall adhere to the formula for credit hour calculations identified in Title 5 section 55253. Direct assessment competency-based education modules shall adhere to the formula for credit hour calculations identified in Title 5 section 55270.12. Credit for clock hour designated programs shall be awarded consistent with 34 Code of Federal Regulations Part 600.2.

(See Administrative Procedure 4103: Experiential Education for work experience education credit hour calculations.)

A. Credit Hour Calculations

Federal and state regulations for credit hour calculations are based on the total time a student spends on learning, including outside-of-class hours. The college shall use the following formula to determine the units of credit for a course:

(total contact hours + outside-of-class hours)/hours-per-unit divisor = units of credit

- **Total contact hours:** The total time per term that a student is under the direct supervision of an instructor or other qualified employee as defined in title 5 sections 58050, 58051, and 58161. This number is the sum of all contact hours for the course in all calculations categories, including lecture, laboratory, discussion, etc. Contact hours for courses may include hours assigned to more than one instructional category (e.g., lecture and lab, lecture and clinical).
- **Outside-of-class hours:** Hours students are expected to engage in coursework outside of the classroom.
- **Hours-per-unit divisor:** The term-length multiplier for MiraCosta College, as assigned by the Chancellor's Office, is 17. Full-length fall and spring semester classes, short- and extended-term classes, and positive attendance classes use an hours-per-unit divisor ranging from 48 to 54.

To ensure compliance with state and federal regulations related to credit hour calculations, the course outline of record for each course shall record the total number of hours in each instructional category specified in governing board policy, the total number of expected outside-of-class hours, and the total student learning hours used to calculate the award of credit.

B. Expected Ratios of In-Class to Outside-of-Class Hours

As a matter of standard practice in higher education, lecture and related course formats require two hours of student work outside-of-class for every hour in-class. All other academic work must provide an equivalent total number of student learning hours as typically required for lecture, with the ratio of in-class to outside-of-class work prorated for the instructional category. However, in the natural sciences and other disciplines, it is standard practice in higher education to base the number of units awarded for laboratory solely on contact hours, even though there may be some expectation of student work or preparation outside-of-class. These ratios are expressed as follows:

Instructional Category	In-Class Hours	Outside-of-Class Hours
Lecture (lecture, discussion, seminar, related work)	1	2
Laboratory (traditional lab, natural science lab, clinical, and similar)	3	0

C. Standards for Incremental Award of Credit

The minimum unit increment is 0.5 units. As a result, the minimum number of units for a course is a multiple of 0.5 units.

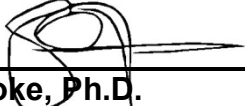
The total student learning hours required to reach a unit value are treated as a threshold. When increments are utilized, the college cannot award credits unless the total student learning hours have reached the minimum threshold for that number of units. MiraCosta College uses the following minimum and maximum hour thresholds for award of credit:

Units	Min–Max Hour Threshold
0.5	24–27
1	48–54
1.5	72–81
2	96–108
2.5	120–135
3	144–162
3.5	168–189
4	192–216
5	240–270

D. Federal Financial Aid Eligibility

For purposes of federal financial aid eligibility, a “credit hour” shall be not less than the following:

- A. One hour of classroom or direct faculty instruction and a minimum of two hours of out-of-class student work each week for approximately fifteen weeks for one semester hour of credit or the equivalent amount of work over a different amount of time; or
- B. At least an equivalent amount of work as required in the paragraph above for other academic activities as established by the college, including laboratory work, internships, practica, studio work, and other academic work leading to the award of credit hours.

Subject: Board Policy 4010 BP – Academic Calendar	Attachment: Board Policy 4010 BP – Academic Calendar
Category: Board Policies – Periodic Reviews	Type of Board Consideration: Information Consent <input checked="" type="checkbox"/> Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

A review of Board Policy 4010 BP – Academic Calendar has been completed and approved by College Council. The policy is now presented, as a periodic review with no recommended changes, for adoption by the board.

Administrative Procedure 4010 is provided for information only.

RECOMMENDATION

Adopt Board Policy 4010.

By the end of September of each year, the superintendent/president shall, in consultation with the Academic Senate, submit to the Board of Trustees for approval an academic calendar for the year following the next academic year.

See Administrative Procedure 4010.

The MiraCosta College Academic Calendar is reviewed and developed annually by a taskforce of the Academic Affairs Committee (AAC). This taskforce will be composed of members of AAC plus additional resource members. These resource members should include the Professional Development Program (PDP) Coordinator, Associated Student Government (ASG), Office of Instruction, and Office of Student Services representatives, and others as needed.

Regulatory Variables

- A. Per California Code of Regulations (CCR) §55701, the academic year consists of a minimum of 175 days of instruction. Note that both assessment and “flex” days (as arranged through the Flexible Calendar Program per CCR §55720) are included within the 175 days.
- B. Primary terms of the academic year are fall and spring semesters. The academic year begins with the fall semester.
- C. There must be sufficient time to meet the minimum required instructional hours for each course, in accordance with the course outline of record.
- D. All state and federal holidays are scheduled on the specified days/dates (with the exception of Veterans Day and Lincoln Day, which generally have allowable options). Refer to Education Code §79020 for the list of official academic holidays and laws regulating the scheduling of Lincoln Day, Veterans Day, and holidays that fall on weekends. The Board of Trustees may declare other days to be holidays, but must maintain the minimum required 175 days of instruction.

Operating Principles

- A. Veterans Day is observed on the federal holiday if all other regulatory constraints are met.
- B. Spring break is scheduled for one week following the eighth week of instruction during the spring semester.






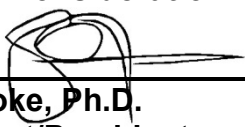
MiraCosta Community College District

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Effective: 1/19/10, 4/5/13, 1/18/14, 6/17/21
 References: Education Code §79020
 CCLC Update: #19, 8/11; #25, 11/14; #39, 10/21
 Steering: AAC / AS

Timeline

- A. In the spring semester, the AAC develops an academic calendar for the year after the next academic year and proposes it to the Academic Senate.
- B. By mid-September, the Academic Senate approves the recommended academic calendar.
- C. The superintendent/president submits the Academic Senate's recommended academic calendar to the Board of Trustees for their approval; the board adopts the academic calendar by the end of October.

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

BACKGROUND

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

STATUS

A review of edits to Board Policy to 4025B BP – Philosophy and Criteria for Baccalaureate Degree and General Education has been completed and approved by College Council. The policy is now presented as a first read and will be presented for adoption by the board at a future meeting.

Administrative Procedure 4025B is provided for information only.

RECOMMENDATION

For information only.

MiraCosta Community College District baccalaureate degree program is consistent with the college mission, vision, and core values.

The awarding of a baccalaureate degree is intended to represent more than an accumulation of units. It is to symbolize a successful attempt on the part of the college to lead students through **The baccalaureate program provides a framework within which students complete** patterns of learning experiences designed to develop progressively higher-level capabilities and insights **to support their academic and career goals. Among these capabilities and insights are skills and competencies that comprise a general education curriculum.**

- A. Lower-division general education courses introduce students to the variety of means through which people comprehend the modern world by providing opportunities for students to engage with the arts and humanities, sciences, mathematics, and social sciences. It ensures students who receive their degrees have mastered principles, concepts, and methodologies both unique to and shared by the various disciplines.
- B. Upper-division general education courses integrate biotechnology concepts within at least two disciplines outside the major. These courses **are intended only** for students enrolled in the baccalaureate program.

Students in the MiraCosta College baccalaureate program must complete 37-to-41 semester units of lower-division and 9 semester units of upper-division general education coursework in accordance with Board Policy 4100B: Graduation Requirements for the Baccalaureate Degree.

Students graduating with a baccalaureate degree shall also possess sufficient depth in the field of applied biomanufacturing to contribute to entry-level career positions within the region. This depth **is provided** through the completion of 24 lower-division and 34 upper-division semester units in the major in accordance with Board Policy 4100B: Graduation Requirements for the Baccalaureate Degree. Upper-division courses in the major require lower-division knowledge and apply that knowledge as demonstrated measures of critical thinking through writing, oral communication, or computation.

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

~~The MiraCosta Community College District General Education Program promotes skill development and knowledge acquisition through the study of ideas, the analysis of data, and the interpretation of issues and events. Students completing the MiraCosta Community College District General Education Program are systematic, critical, creative thinkers and clear communicators who are intellectually curious, culturally and~~

~~scientifically literate, civic-minded, and aesthetically appreciative. These students are able to demonstrate the following:~~

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

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

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

MiraCosta Community College District

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Adoption History:	6/22/16
Periodic Review:	6/22/23
References:	Title 5, §§55009, 55060 ACCJC Standard 2.1, 2.3
CCLC Update:	--
Steering:	C&P CPC / AS

Baccalaureate Degree

Students graduating with a baccalaureate degree from MiraCosta College shall possess sufficient depth in the field of applied biomanufacturing to contribute to entry-level career positions within the region. This depth will be provided through the completion of at least 24 lower-division and 34 upper-division semester units in the major. The college catalog will clearly differentiate upper-division and lower-division coursework.

Upper-division courses will be open only to students enrolled in the baccalaureate degree program.

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

The Courses and Programs Committee (CPC) determines which courses can be used to implement the district's goals for the baccalaureate degree. The course approval process is detailed in the Courses and Programs Committee Handbook.

Lower-Division General Education

Students in the baccalaureate program must complete 37-to-41 semester units of lower-division general education as part of the lower-division course requirements for the baccalaureate degree. Students may satisfy this requirement by completing one of the following:

- A. The California State University General Education (CSU-GE) Breadth pattern (Plan B)
- B. The Intersegmental General Education Transfer Curriculum (IGETC) pattern (Plan C).
- C. A bachelor's degree from an institution accredited by an agency recognized by the U.S. Secretary of Education.

MiraCosta Community College District**Page 1 of 4**

Effective Date: 4/8/16, 10/4/18, 6/17/21, 5/16/24
 References: Title 5, §§55009, 55060 et seq.
 34 Code of Federal Regulations Part 602
 ACCJC Standards 2.1, 2.3
 CCLC Update: --
 Steering: CPC / AS

Students enrolled in the baccalaureate program who have not completed the CSU-GE or IGETC pattern must complete any remaining CSU-GE or IGETC Areas.

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

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

A. CSU-GE Area A, English Language Communication & Critical Thinking; IGETC Area 1, English Composition

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

B. CSU-GE Area B1-3, Scientific Inquiry & Quantitative Reasoning; IGETC Area 5, Physical & Biological Sciences

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

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

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

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

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

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

Courses provide students with the understanding that human social, political, and economic institutions and behavior are inextricably interwoven. Courses will ensure that students have the opportunity to develop understanding of the perspectives and methods of the social and behavioral sciences. Courses will

help students gain an understanding and appreciation of the contributions and perspectives of men, women, and of ethnic and other minorities and a comparative perspective on both Western and non-Western societies.

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

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

G. CSU-GE Area F and IGETC Area 7: Ethnic Studies

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

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

1. Each course completed in CSU-GE Area A and B4 must be completed with a "C–" or a "P" or better.
2. Each course completed on IGETC must be completed with a "C" or a "P" or better.
3. Courses listed in two different areas may be used to satisfy a requirement in one area but not both areas.
4. All areas of the CSU-GE or IGETC pattern must be fully completed.
5. Students may request CSU-GE or IGETC certification, but certification is not necessary to fulfill the lower-division general education component of the baccalaureate degree.

Coursework from other institutions accredited by an agency recognized by the U.S. Secretary of Education will be approved to meet CSU-GE (Plan B) or IGETC (Plan C) requirements according to the following CSU-GE and IGETC certification guidelines:

- A. A CSU-GE or IGETC-approved course in the same area at another California community college.
- B. A course comparable to an approved MiraCosta College course on CSU-GE (Plan B) or IGETC (Plan C) or a course on another California community college CSU-GE or IGETC pattern.

- C. A lower-division course that meets the CSU-GE or IGETC area criteria.
- D. An upper-division course that is determined comparable by faculty to a lower-division CSU-GE or IGETC-approved course.
- E. Prior completion of the CSU-GE or IGETC general education pattern for a bachelor's degree at any CSU or UC.






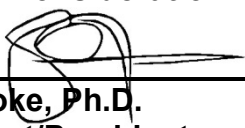
A single course may be used to complete both a general education requirement and a lower-division major requirement.

Upper-Division General Education

Students in the baccalaureate program must complete nine semester units of upper-division general education as part of the upper-division course requirements for the baccalaureate degree. Upper-division general education courses will enhance the foundational knowledge gained by students through the completion of the lower-division general education program. The further development of writing, leadership, and/or computational skills will supplement the major specific skill set that biotechnology employers seek in their employees.

- A. Students will be provided with an upper-division general education curriculum designed to be:
 1. An integrative learning experience that makes connections among the disciplines.
 2. Intentional, engaging, and meaningful.
 3. Contextualized to the major and global workplace.
- B. Courses will be offered in at least two disciplines outside of the biomanufacturing major.
- C. At least one course will have an emphasis in written or oral communication or on further development of computation skills and analysis.
- D. Courses will be open only to those students enrolled in the baccalaureate degree program.
- E. Comparable upper-division courses from other institutions accredited by an agency recognized by the U.S. Secretary of Education may be used to satisfy upper-division general education requirements.

The CPC determines which courses can be used for upper-division general education to implement the district's goals for the baccalaureate degree. The course approval process is detailed in the Courses and Programs Committee Handbook.

Subject: Board Policy 4100B BP – Graduation Requirements for Baccalaureate Degree and General Education	Attachment: Board Policy 4100B BP – Graduation Requirements for Baccalaureate Degree and General Education
Category: Board Policies – First Read	Type of Board Consideration:  Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported:     Goal 1 Goal 2 Goal 3 Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

A review of edits to Board Policy to 4100B BP – Graduation Requirements for Baccalaureate Degree and General Education has been completed and approved by College Council. The policy is now presented as a first read and will be presented for adoption by the board at a future meeting.

Administrative Procedure 4100B is provided for information only.

RECOMMENDATION

For information only.

The ~~MiraCosta Community College District grants~~ **confers** the Bachelor of Science in Biomufacturing to ~~those~~ students who have completed **a minimum of 120** degree-applicable **lower- and upper-division** semester units and meet the following grade-point requirements:

- A. No grade less than a "C" or "P" in all required lower-division coursework in the major.
- B. **A minimum cumulative an overall 2.0 grade point average of 2.0** ~~An overall:~~
 - 1. In all upper-division coursework.
 - 2. In all degree-applicable coursework completed at MiraCosta College.
 - 3. In all degree-applicable coursework completed at any college or university.

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

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

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

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

See Administrative Procedure 4100B.

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Adoption History: 6/22/16, 11/15/18
References: **Title 5, §55009**
 Periodic Review: 6/22/23
 CCLC Update: --
 Steering: CPC/AS

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






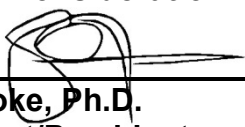
- A. Complete a combination of lower-division and upper-division coursework totaling a minimum of 120 semester units to include the following:
 1. A minimum of twenty-four (24) semester units of lower-division major courses
 - a. Lower-division courses acceptable for counting toward the baccalaureate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

3. Lower-division general education coursework (37-41 semester units).
Students may satisfy this requirement through one of the following:
 - a. Completion of the California State University General Education (CSU-GE) Breadth pattern (Plan B).
 - b. Completion of the Intersegmental General Education Transfer Curriculum (IGETC) pattern (Plan C).
 - c. Completion of a bachelor's degree from an institution accredited by an agency recognized by the U.S. Secretary of Education.

Lower-division general education courses completed at other institutions accredited by an agency recognized by the U.S. Secretary of Education will be evaluated for counting toward the lower-division general education requirement according to CSU-GE or IGETC certification guidelines.

Students enrolled in the MiraCosta College baccalaureate program who have not completed the lower-division general education requirement must complete any remaining CSU-GE or IGETC Areas.

4. Nine (9) semester units of upper-division general education courses.
- B. Complete a minimum of twelve (12) semester units in residence within the MiraCosta Community College District.
 - C. Maintain a minimum cumulative grade point average of 2.0; courses completed with a "P" may be used toward meeting baccalaureate degree requirements. Courses completed with a C- from other institutions accredited by an agency recognized by the U.S. Secretary of Education may be used to complete this requirement.

Subject: Board Policy 4100C BP – Graduation Requirements for Adult High School Diploma and Noncredit Certificates	Attachment: Board Policy 4100C BP – Graduation Requirements for Adult High School Diploma and Noncredit Certificates
Category: Board Policies – First Read	Type of Board Consideration:  Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported:     Goal 1 Goal 2 Goal 3 Goal 4
	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

A review of edits to Board Policy 4100C BP – Graduation Requirements for Adult High School Diploma and Noncredit Certificates has been completed and approved by College Council. The policy is now presented as a first read and will be presented for adoption by the board at a future meeting.

Administrative Procedure 4100C is provided for information only.

RECOMMENDATION

For information only.

MiraCosta College shall offer an adult high school diploma, a noncredit certificate of competency, and a noncredit certificate of completion. Noncredit educational programs leading to a certificate shall be approved by the college curriculum committee and the district board of trustees. Program and graduation requirements shall be published in the college catalog and in other resources that are convenient for students.

The high school diploma may be awarded to students who have completed 160 credits, with at least 20 credits in residence, or 6 college credit units at MiraCosta College, and who have demonstrated competence in reading, writing, and mathematics at a level generally accepted as appropriate for awarding a high school diploma. Students must also complete all content area standards and other adult high school diploma requirements set forth in California Code of Regulations, title 5, section 55154.

Noncredit certificate-of-competency programs shall be designed to articulate with degree-applicable coursework, completion of an associate degree, or transfer to a baccalaureate institution. Students may be awarded a noncredit certificate of competency upon successful completion of at least two noncredit courses in a prescribed pathway that has been approved by the Chancellor's Office. The awarding of a noncredit certificate of competency confirms that a student enrolled in a noncredit educational program of noncredit courses has demonstrated achievement of a set of competencies that prepares the student to progress in an academic career path of degree-applicable credit courses.

Noncredit certificate of completion programs shall be designed to lead to improved employability or job opportunities. Students may be awarded a noncredit certificate of completion upon successful completion of at least two noncredit courses in a prescribed pathway that has been approved by the Chancellor's Office. The awarding of a certificate of completion confirms that a student has completed a noncredit educational program of noncredit courses that prepares the student for improved employability or job opportunities.

The superintendent/president shall establish procedures to determine noncredit educational program requirements that include appropriate involvement of the college curriculum committee.

See Administrative Procedure 4100C.

Adult High School Diploma Requirements

The high school diploma may be awarded to students who have completed 160 credits with at least 20 credits in residence, or 6 college credit units at MiraCosta College and who have demonstrated competence in reading, writing, and mathematics at a level generally accepted as appropriate for award of a high school diploma.

The required 160 credits of high school level coursework must include the indicated minimum number of high school credits in each of the following areas:

- A. English (30 credits)
- B. Natural sciences, including biological and physical sciences (20 credits)
- C. Mathematics (20 credits)
- D. Social and behavioral sciences (30 credits)
- E. Humanities (10 credits)
- F. Electives (50 credits)

Competence in reading, writing, and mathematics must be demonstrated as follows:

English:

1. The California Code of Regulations, title 5, section 55154 requires students to demonstrate proficiency in reading and writing through the completion of coursework at a level generally accepted as appropriate for award of a high school diploma.
2. Students may demonstrate reading and writing proficiency through the successful completion of local English course(s), an equivalent graduation-level English course from another high school, or a college-level English course.

Math:

1. The California Code of Regulations, title 5, section 55154 requires students to demonstrate proficiency in the operations of mathematics as well as its practical applications through the completion of coursework at a level generally accepted as appropriate for award of a high school diploma.
2. Students may demonstrate mathematics proficiency through the successful completion of local math course(s), an equivalent graduation-level math course from another high school, or a college-level math course.

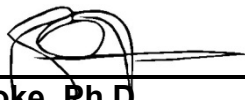
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Effective Date: 10/4/18, 5/16/24
Periodic Review: 5/19/22
References: § CCR §55150 et seq.
CCLC Update: N/A
Steering: CPC / AS

Noncredit Certificate Requirements

- A. Noncredit certificate of competency: To obtain a noncredit certificate of competency, students must complete at least two noncredit courses in a prescribed pathway with a "D," "P," or better in each course. The awarding of a noncredit certificate of competency recognizes achievement of a set of competencies that prepares the student to progress in an academic career path of degree-applicable credit courses.
- B. Noncredit certificate of completion: To obtain a noncredit certificate of completion, students must complete at least two noncredit courses in a prescribed pathway with a "D," "P," or better in each course. The awarding of a noncredit certificate of completion recognizes completion of a noncredit educational program that prepares the student for improved employability or job opportunities.

Subject: 2024/25 Board Goals	Attachment: None
Category: Information	Type of Board Consideration: ✓ Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: ✓ Goal 1 ✓ Goal 2 ✓ Goal 3 ✓ Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Board Policy 2745 establishes that the Board of Trustees will undergo an annual self-evaluation.

STATUS

As part of its annual evaluation process during the May 9, 2024, board workshop, the board discussed goals for 2024/25, as listed below:

Student Success/Guided Pathways/Equity

Regularly monitor progress of Student Success in context of diversity, equity, and inclusion. Maximize the first-year success rate of students by
 a) reviewing disaggregated Guided Pathways metrics twice per year, and
 b) providing the resources needed to improve first-year success.

Futures Planning and Enhanced Culture

Build long-term planning capacity and financial viability using a Futures lens. Identify Futures signals that will anticipate student and community needs while supporting an inclusive and collegial environment that values a culture of professional learning.

Engage the Community

Enhance the district’s ability to proactively offer innovative programs, services, and spaces that increase college participation and completion while supporting the future of working and learning through enhanced communication, and community outreach.

RECOMMENDATION

For information only.

Subject: Annual Legal Services	Attachment: None
Category: Information Items	Type of Board Consideration: <div style="display: flex; justify-content: space-around;"> Information Consent Action </div>
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <div style="display: flex; justify-content: space-around;"> Goal 1 Goal 2 Goal 3 Goal 4 </div>
Recommended: <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources	Approved for Consideration: <hr/> Sunita V. Cooke, Ph.D. Superintendent/President
Recommended: <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration: <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

All current contracts for non-JPA legal services expire on June 30, 2025. The following firms have agreed to a three (3)-year term with the option to renew two one (1)-year terms, for a maximum term not to exceed five (5) years. All firms are in year two (2) of the agreed-to three (3)-year term.

- Atkinson, Andelson, Loya, Ruud & Romo – general legal services, emphasis on major community college issues, employment law, investigative services.
 - Hourly Rates (*effective 07/01/2024*)
 - Senior Partners \$365
 - Partners/Senior Counsel \$340
 - Senior Associates \$320
 - Associates \$310
 - Electronic Technology Litigation Specialist \$275
 - Non-Legal Consultants \$245
 - Senior Paralegals/Law Clerks \$205

- Paralegal/Legal Assistants \$195
- Hourly Rates (*effective 07/01/2025*)
 - Senior Partners \$380
 - Partners/Senior Counsel \$355
 - Senior Associates \$330
 - Associates \$320
 - Electronic Technology Litigation Specialist \$280
 - Non-Legal Consultants \$250
 - Senior Paralegals/Law Clerks \$210
 - Paralegal/Legal Assistants \$200

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

- Hourly Rates (*effective 07/01/2023*)
 - Shareholders \$275
 - Of Counsel \$250
 - Associate \$225
 - Paraprofessional \$115
 - JPD Executive Assistant \$85*

*Not for secretarial services.

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

- Hourly rates (*effective 07/01/2023*)
 - Partner \$395
 - Senior Counsel \$345
 - Associates \$240 - \$325
 - Labor Relations/HR Consultants \$270
 - Paraprofessionals \$145 - \$185
- Hourly rates (*effective 07/01/2025*)
 - Partner \$410
 - Senior Counsel \$355
 - Associates \$250 - \$335
 - Labor Relations/HR Consultants \$280
 - Paraprofessionals \$145 - \$185

- Public Agency Law Group – general legal services, emphasis on construction, real estate, and business transactions.

- Hourly Rates (*effective 07/01/2024*)**
 - Principal \$324
 - Attorney \$278

**Annual rate increase of 3%

- Tao Rossini, APC – general legal services, emphasis on school and other public facilities issues related to preparing construction and design contracts, bid documentation, litigation, alternative dispute resolution, and other matters related to public facilities and public works construction projects.



- Hourly rates (*effective 07/01/2023*)
 - Senior Partners \$390
 - Partners/Senior Counsel \$330
 - Senior Associates \$300
 - Associates \$275

- Paralegal \$200
- Rutan & Tucker, LLP – general legal services, collective bargaining, and negotiations, as well as specialized legal services in labor and employment law, which include discrimination, wage and hour disputes, employee benefit plans, and discipline of municipal and school employees.
 - Hourly rates (*effective 07/01/2023*)
 - Partner/Senior Counsel \$375
- McDougal Boehmer Foley Lyon Mitchell & Erickson – specialized legal services, agreement advisement, public agency law, corporate law, litigation matters, and labor and employment issues.
 - Hourly rates (*effective 03/01/2024*)
 - Partner/Principal/Attorney (Non-Mandated) \$305
 - Attorney (Mandated) \$225
 - Paralegal \$125
 - Legal Clerk \$200
 - Court Litigation \$305
 - Travel \$225
 - No charge for phone calls with District administrators under 15 minutes, hourly rate above applies after.

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

RECOMMENDATION

For information only.

Subject: Office of Administrative Services Board Report	Attachment: None
Category: College-Related Reports	Type of Board Consideration: ✓ Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: ✓ ✓ ✓ ✓ Goal 1 Goal 2 Goal 3 Goal 4
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

Office of Administrative Services

Work continued throughout the spring semester to develop Facilities Futures Plan options. The plan options were presented to the board in May and will go to the greater college community in the fall for more feedback. The plan is expected to be presented to the board for approval in late fall 2024.

The Budget and Planning Committee (BPC) completed its annual Resource Allocation. The resource from department program review processes across the college. BPC sent final funding recommendations to the superintendent/president in May. The committee recommended to fund approximately \$1.16 million in ongoing and one-time requests, primarily utilizing restricted funds and reallocation of division funds. The recommended resource requests, driven by program review plans, are consistent with the mission and goals of the college in support of student learning, student success, and college resources are sufficient to fund the resource allocation requests.

The office wrapped up the fourth year of the Student Conduct/Police Advisory Committee (SCPAC). SCPAC continues to work with the IDEA office on DEI efforts and works closely with the College Police Department on community policing efforts and connecting with the college community.

The office continues to support the Independent Citizens’ Bond Oversight Committee (ICBOC) as Measure MM bond projects come to a close. The ICBOC and its advisory committees meet monthly to provide oversight on the Measure MM bond program, reviewing financials and progress of construction projects related to the bond to ensure funds are spent as outlined by the bond measure. The committee recently approved its 2023 Annual Report, which highlights the progress on the many projects funded through Measure MM.

College Police (Val Saadat, Chief of Police)

Commendations

PSO Jessica Taft was nominated for and later awarded as the Evidence Technician of the Year award by the California Association of Property and Evidence professionals. Officers Carrizosa, Saunders, and Santos were commended for their response to a vehicle that abruptly burst into flames in one of the parking lots on campus. Officer Bobby Sterling was promoted to the rank of Sergeant. MCPD reinstated its internship program and was successful with identifying one student to begin this process.

Emergency Preparedness Operations

In an effort to promote safety and crisis management, MCPD will continue to organize training on the Emergency Operations Plan. As part of the ongoing training, tabletop exercises were conducted in March. MCPD staff provided safety presentations at the Child Development Center and provided various classroom and Zoom safety presentations around campus. During the next semester, MCPD staff coordinate self-defense courses for faculty, staff, and students. The program is currently in the planning stages.

Statistics

During the spring semester, MCPD generated over 100 reports related to contacts with students/staff/faculty on campus. The reports ranged from documenting incidents that appeared suspicious in nature with no criminal activity, to minor criminal offenses i.e. vandalism/tagging. Members of MCPD responded to approximately 1,873 calls for service. These calls involved providing escorts to staff/students/faculty members, responding to calls for assistance, conducting special details, and taking reports.

Training

Legal updates are continuously conducted during department meetings to go over new and pending legislation that affects law enforcement and records. MCPD continues to coordinate with Oceanside Police to provide annual POST mandated training. This allows MCPD officers an opportunity to cross train with officers they work directly with in the city of Oceanside.

Events:

College Police participated at the STREAM Festival with an interactive booth and provided 250 families with a "Child ID Kit." The kit included a place for a photo of the child, identifying information, and the child's fingerprints. These kits are a useful tool for law enforcement should a child ever go missing.

College Police participated with the MiraCosta College Her Auto Club to host an Etch & Inspect event. College Police provided free etchings on 30 catalytic converters. Etching an identifying number on catalytic converters will assist law enforcement in tracking and locating it should it ever be stolen.

Additional events MCPD participated in are the following:

- SDUHSD College and Career Night
- SPHERE Lavender Celebration
- STREAM Festival

- Musica Latina Festiva
- Etch & Inspect
- E-Bike training
- Night Safety Walks
- Internship Program
- Traffic and Parking Committee

Facilities (Tom Macias, Director)

Capital Improvement/Measure MM Program Project Updates

Oceanside

- Continued construction efforts on Health and Wellness Phase 3, Student Services Building, Chemistry and Biotechnology Building and Media Arts Complex.
- Completed construction of the B1200 Library Renovation and on the new Gym and KHAN buildings.
- Continued design progress on the Communications Hub, Social Justice and Equity Centers project and submitted plans to DSA. Construction is slated to begin fall 2024.
- Started construction on the ADA Compliance project.
- Completed design and submitted Swing Space areas for the Communications Hub Equity Village and Student Center Project to DSA for review. Construction is slated to begin this summer.
- Continued design for the campus wayfinding and signage project.
- Complete procurement for design build entity for B4500 Science and Design Building and began the design process with user groups.
- Will facilitate move-in efforts for the Student Services Building.
- Conducted various structural, electrical, storm water surveys of existing buildings and systems.
- Continued design for the campus solar project.

San Elijo

- Bundled procurement for recycled water and path of travel projects and issued for bid. Bid award and construction start is scheduled for later this year.
- Continued design work on campus solar project.
- Began design work for external public area security infrastructure project.

Community Learning Center

- Continued design work for the campus solar project.
- Began design work for external public area security infrastructure project.

Fiscal Services (Katie White, Director)

Budget and Planning/Business Analysis

The department reviewed and analyzed Workday's Spring Release 2024R1 update and provided training sessions to budget managers on the FY2024/25 budget development process towards the Tentative Budget submission. Budgets continue to be monitored, reviewed, and updated with budget amendments on existing and new grants, and other budget transfers as requested by departments. Additionally, the Annual Fiscal Report for ACCJC was completed.

Accounting

Interim audit support for FY2023/24 financials started in spring and FY2022/23 final audit request and support for the Foundation was provided. Accounting assisted in many requests with grant reporting/certifications, hired Christina Undan as the permanent Accounting Manager, and filled the Interim Accountant I position. The annual IPED financial reporting requirements were completed, and efforts continue to transition supplier payments from checks to ACH to increase efficiency. Staff also provided support in completing various Chancellor's Office financial surveys required for reporting.

Cashier's Office

The Cashier's Office continues to serve students with student payments options and third-party payments. Staff monitor and provide status on students' unpaid tuition/fees, which remains high. This unpaid tuition includes suspected fraud that will impact enrollment revenue to be reversed. Staff have coordinated with Admissions and Records on student debt status and have worked with ITS on enhancing student statements. The 2023 1098-T Tuition statements for students were submitted.

The office has offered several engagement sessions for students and staff including Coffee 'N Cookies with the Cashier. The Bursar is working with the California Community College Classified Senate (4CS) on developing a Caring Campus Institutionalization and Sustainability Guidebook, which was released at the Classified Leadership Institute, June 4 -6.

Information Technology Services (Anthony Maciel, Associate VP/Chief Information Systems Officer)

ITS and the College Police Department conducted a ransomware tabletop training exercise districtwide as part of the district's ongoing emergency preparedness program. Training sessions were offered at the Oceanside, Community Learning Center, and San Elijo campuses. The training focused on an information technology ransomware attack simulating an IT security breach with encryption and exfiltration of sensitive data. The Emergency Preparedness teams were trained in the various implications of such an event and actions needed to mitigate. The training sessions were well attended with over eighty participants.

ITS is strengthening the district's IT security posture by contracting the services of a highly reputable IT security firm to provide Security Operations Center (SOC) services. SOC services will be provided 24/7/365, which will include monitoring, detection, and response. ITS has established action plans with the security firm to mitigate IT cybersecurity threats.

ITS experienced several retirements over the last year and successfully filled key vacancies in these past months. The department welcomed Jordan Barber, Heather Browning, and Julia Rothe, who joined the ITS team to help continue to support students, faculty, staff, and the community.

Enterprise Application Services (Mark Stramaglia, Interim Director)

The Enterprise Application Services unit continues to work on multiple on-going projects but has concluded the significant projects below:

- Developed a new integration between Workday and SISC to support the transition to a new benefits provider and an out-of-cycle open enrollment event.
- Supported the development of a new MiraCosta 90th Anniversary website.

- Supported the configuration of a new Workday Punchout integration with VWR.
- Developed a new SURF integration with Onward (Archer) to support marketing efforts to reach admitted students who never registered for classes.
- Completed a major Degree Works (myEdPlan) upgrade and rollout of the new mobile-responsive user interface for myEdPlan.
- Developed a new Student Billing Statement in SURF.
- Supported several MIS data file submissions required for compliance reporting.

Security and Infrastructure Systems (Cornel Ruston, Director, Security and Infrastructure Systems)

The Security and Infrastructure Systems team responded to and remediated 2,224 systems' issues and incidents from December 2023 to April 2024. The team completed several substantial projects and provided districtwide infrastructure systems support listed below.

Information Security and Systems Engineering

- Finalized and submitted the State Chancellor's Office IT security questionnaire and received a low-risk rating.
- Migrated the district's dashboards residing on Tableau to the cloud, increasing redundancy and reliability.
- Completed the State Chancellor's Office network penetration test to satisfy compliance requirements, with a preliminary report listing district as above average in IT security.
- Applied Microsoft Tuesday critical patches for servers, databases, endpoints to protect all district IT systems from zero-day exploits.
- Digitized the Office of Instruction's paper-based files to iLinx platform.
- Upgraded the district's data warehouse SQL server to better serve the needs of Research Planning and Institutional Effectiveness.
- Completed installation and configuration of Elasticsearch software for the PeopleSoft environment.

Network Infrastructure

- Procured core and perimeter switches to replace end-of-life hardware enhancing bandwidth and features within the district's infrastructure.
- Capital Construction Project related:
 - Deployed the network infrastructure for the new KHAN and Learning Commons /1200 buildings.
 - Configured 44 network switches for the Student Services Building preparing for the upcoming opening.
 - Participated in the IT design of the 3000 series building.
- Installed current security patches for all network switches districtwide.
- Upgraded Cisco IOS (software) with latest stable version districtwide.
- Upgraded the emergency broadcast system, InformaCast, enhancing stability to the application.
- Enhanced the Wi-Fi networks at CLC, TCI, and San Elijo.

Technology Support Services (Shanon Macintyre, Interim Director)

The Technology Support Services Team continues to focus on providing exceptional service and support to the district, while working to enhance existing technology as well as bringing in innovative technologies for students and employees. The team has provided districtwide AV technology upgrades, event management, hardware procurement and provisioning, project

management, and support and training to thousands of students and employees. Notable tasks and projects include:

- Processed over 600 student laptops to be used in the highly successful Library student checkout program.
- Ensured instructional computer labs met the needs of students and employees before the beginning of the spring semester by applying software updates, upgrades and various hardware replacements for over 3,000 computers.
- Installed hardware, and provided support and training for employees for the new KHAN buildings (OC5100, OC5200, OC5300) and Learning Commons/OC1200 remodeled building.
- Processed over 1,268 service requests meeting the needs of students and employees districtwide.

Open Computer Lab: The Open Computer Lab (on campus and online) provides access to PC and MAC computers for use by students and community patrons, as well as black and white and color printing services. Lab assistants aid students on course-related work and help community patrons with a variety of issues. Assistance is available through various means to meet the needs of online and on campus students and patrons. In total, the Technology Support Services team assisted 12,503 students in computer labs from November 2023 through April 2024.

Table 1: Open Computer Lab Requests Processed (Nov 2023 – Apr 2024)

Month	On-Campus	Online
November 2023	2,160	240
December 2023	1,098	276
January 2024	1,012	289
February 2024	2,420	253
March 2024	1,833	240
April 2024	2,331	351
Total	10,854	1,649
Total Requests Processed		12,503

Training Resources: The department continues to provide training resources to the district through workshops, videos, step-by-step guides, and individualized training for departments, groups, and individuals. A sampling of the various training topics includes Adobe Sign, All About OKTA, Camtasia, Microsoft Teams, OneDrive, Workday, and Zoom. Training options include online “how to” trainings covering more than 20 topics in the following formats:

- Over 30 step-by-step and over 15 S3 Under 90 (seconds) video tutorials.
- 50 step-by-step guides.
- Monthly onsite S3 (Simple Software Solutions) training workshops offered to district employees throughout the semester. As of April 2024, over 30 individual, department and group training courses were delivered.
- Over 100 service requests for individualized training sessions were administered.

Help Desk: The Help Desk team continues to provide students and employees with a wide range of support services. The services for students include support and troubleshooting with SURF (e.g., e-forms, adding and dropping classes, viewing class schedules, wait-listing, enrollment dates, payments, class search, search and ordering textbooks, transcripts) and

the learning management system—Canvas (e.g., discussion boards, media apps, Turnitin, submission of assignments, uploading/downloading files, locating online classes, and navigation in general). The Help Desk team also assists students and employees with account access issues, software application issues, password resets, and accessing and setting up multifactor authentication. Students and employees may request assistance by phone, email or chat. Additionally, employees may submit support ticket requests.

Table 2: Help Desk Service Requests Processed (Nov 2023 – Apr 2024)

	Incoming and Outgoing Calls		Email and Voicemail Responses		Chat Sessions	
Time of Day	AM	PM	AM	PM	AM	PM
Totals	1,542	2,301	531	506	71	116
Grand Totals	3,843		1,037		187	

Furthermore, the Help Desk team processed 736 district employee support tickets. In total, the Help Desk team managed a grand total of 5,803 service requests between November 2023 to April 2024.

Media Services: The Media Services team completed notable projects and events, including:

- Completed install and enhancement of Hy-Flex in CLC127 and SAN1131 Boardroom.
- Completed installation of 21 ADA-compliant smart lecterns at the CLC.
- Upgraded the Temescal Conference Room (OC3439) video display.
- Mounted digital signage displays in the San Elijo Library, Learning Commons/OC1200, and new KHAN OC5000 series buildings.
- Installed wireless screen mirroring devices (Vivi) in classrooms, study rooms, conference rooms, and designated offices in the Learning Commons/OC1200 and new KHAN OC5000 buildings, allowing employees to wirelessly connect to displays.
- Delivered faculty and staff training for newly installed classroom AV technology in the new KHAN OC5000 series buildings.
- Participated in ongoing capital construction projects covering AV design, installation, management, and support.
- Assisted with over 200 events from November 2023 to April 2024, including:

Board Meetings & Workshops	Academic Senate Meetings
Classified Senate Meetings	Spring Celebration of Excellence
Health/Wellness Opening Day Celebration	Flex Week – Spring 2024
Latinx Event	LIFE Group (weekly)
Annual Industry Advisory Meeting	

Purchasing and Materials Management (Mina Hernandez, Director)

Copy Center

The Copy Center has expanded its services this quarter and are now fully equipped to produce 16-page booklets with full bleed, enhancing its printing capabilities. This new service supports a higher standard of quality for event programs designed by the Public Information Office. Additionally, over the past quarter, the Copy Center has upgraded five copiers across campus: Automotive, Child Development Center, Instruction, Business, Letters, and the Copy Center.

These upgrades will improve efficiency and ensure smoother operations for the campus community.

Purchasing

Punchouts Implementation: The VWR punchout system has been successfully implemented and rolled out districtwide. This achievement represents a significant milestone in streamlining the procurement processes. In collaboration with Fiscal Services, Purchasing is actively testing the Dell punchout functionality to ensure a seamless experience for its users.

Buyer Recruitment: Purchasing is in the process of selecting a new buyer for its open position. The department is committed to finding a qualified professional who will contribute to its team's success in ensuring the district is supported in its mission to achieve student success.

Year-End and New Fiscal Year Orders: With the approach of the FY2024 year-end closing, the department is diligently working on completing remaining orders. The goal is to ensure that all outstanding requisitions are processed efficiently, and beginning June 3, end-users may begin to submit FY2025 requisitions. To support this transition, the Purchasing team will conduct two training sessions in June. These sessions will focus on locating annual contracts and blanket Purchase Orders.

Warehouse

Mail Stations and Package Delivery: With the opening of new buildings and ongoing staff relocations, the Warehouse/Mailroom team remains committed to ensuring efficient mail and package deliveries. It continues to update and maintain accurate information for new mail stations and package delivery locations. The team's goal is to prevent any delays by ensuring requests and deliveries reach the correct destinations promptly.

Building Remodel and Room Number Updates: The recent remodel of Building 1200 and the opening of Building 5100 prompted collaboration with the Facilities team and the Human Resources System Analyst. As a result, all room numbers and names for each building have been uploaded and updated within the Workday system. This enhancement will streamline internal processes and improve overall efficiency.

Surplus Auction Results: The Warehouse/Mailroom's surplus auctions held in February, March, and April have generated a total of \$18,227.63. These funds contribute to the district's financial sustainability and support future initiatives.

Purchase Order Tracking: The Warehouse/Mailroom team remains on track to have all Purchase Orders received into Workday by June 28th. It is dedicated to maintaining accurate records and ensuring seamless procurement processes.

Bookstore (Follett)

Sales

During spring 2024, the bookstore saw no significant changes in course materials sales when compared to fall 2023. Physical options for course materials continue to decrease, while digital offerings continue to increase. Outreach to Promise and EOPS program participants significantly increased sales of Trade items, such as backpacks, planners, and academic calendars, and Supplies.

Clothing and gift sales have outpaced last year's numbers due to significant pushes to sell clearance merchandise, earlier arrival of Welcome Fest items, and consistent promotion of bookstore sales events through the MiraCostan. Convenience sales have increased modestly over last year, but significant opportunity for increased in-store sales still exist and are being explored.

Events

The bookstore held and collaborated on a number of events this spring including Grad Fest and the Reyna Grande book signing hosted by the Puente Program. The bookstore partnered with Terrence Shaw, the Commencement Planning Committee, and CollegeWear, Inc. to assist students with all of their graduation needs during Grad Fest. This year, graduates were able to purchase the first ever first generation stole, and sales were up 109 percent for the week. On April 24, the bookstore collaborated with the Puente Program on the ever first book event. The event yielded over \$3,000 in total sales and fostered a great partnership with Puente.

The bookstore is hosting a 75 Percent Off Clearance Sale through June, after offering the additional 40 Percent Off Clearance the last week of May. This is a great opportunity for folks to get their Spartan swag. This clearance sales drive will clear the shelves in preparation for the 2024/25 inventory.

Food Services (CulinArt)

The café saw an increase in catering orders for district-wide events in the months of April and May, bolstered by the various special events and student organization activities associated with the end of the academic year. CulinArt continues to support students by donating perishable and nonperishable food items to veterans, the Food Pantry, and hungry students in the cafe at the end of every week or before major breaks.