



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

REGULAR MEETING
4 P.M. – THURSDAY – DECEMBER 14, 2023
BOARDROOM (T-200) – OCEANSIDE CAMPUS
1 BARNARD DRIVE – OCEANSIDE, CA

AGENDA

I. CALL TO ORDER AND REPORT OUT FROM CLOSED SESSION

II. FLAG SALUTE / ROLL CALL

III. BOARD ORGANIZATIONAL ACTION

- A. Election of Officers
 - 1. President
 - 2. Vice President
 - 3. Board Secretary and Assistant Board Secretary
- B. Fix Dates, Times, and Locations of 2024 Board Meetings

IV. APPROVE MEETING MINUTES

- A. Special Meeting/Closed Session of November 9, 2023
- B. Workshop of November 9, 2023
- C. Regular Meeting of November 16, 2023

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

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

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

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

VI. CHANGES IN AGENDA ORDER

VII. PRESENTATIONS

- A. Political and Legislative Update
- B. Facilities Plan Update

VIII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
- B. Ratify Memorandum of Understanding 23-07 between the MiraCosta Community College District and the MiraCosta College Academic Associate Faculty
- C. Approve Spring 2024 Program Components for the Oceanside Unified School District CCAP Dual Enrollment Program
- D. Approve Updated Course Agreement with San Dieguito Union High School District for the Spring 2024 Dual Enrollment Program
- E. Approve Updated Course Agreement with Carlsbad Unified School District for the Spring 2024 Dual Enrollment Program
- F. Approve Wolters Kluwer Health, Inc. Lippincott Full Curriculum Partnership/NurseThink Complete – RN Services
- G. Approve Assessment Technologies Institute, LLC Nursing Training and Curriculum Services
- H. Approve Position Title Change on Prior Authorization Approval
- I. Approve Purchase for AV/IT Equipment for OCN New Student Services Building Project
- J. Approve Contract with Rx Research Services Foundation for Apprenticeship Pathways Training in Food Safety
- K. Approve Agreement with Salesforce, Inc. (Tableau)
- L. Approve Study Abroad Association (SAA) Faculty-Led Study Abroad to Costa Rica – Summer 2024
- M. Ratify and Approve Contracts and Purchase Orders

IX. ACTION ITEMS

- A. Approve Filling Board of Trustees Area 7 Vacancy by Provisional Appointment
- B. Adopt Resolution No. 8–23/24 Granting Emeritus Trustee Status to William Fischer, Ph.D.

X. SECOND READ – BOARD POLICIES (Action Required)

- A. Board Policy 6250 – Budget Management

XI. FIRST READ – BOARD POLICIES

- A. Board Policy 7390 – Telework
- B. Board Policy 7600 – College Police Department

XII. INFORMATION

- A. Report Update of Emergency Declaration and Emergency Actions for Oceanside Main Power Outages

- B. Sunshine the MiraCosta Community College District Initial Proposal to the MiraCosta College Academic Associate Faculty CCA/CTA/NEA for the Contract to Commence July 1, 2024

XIII. 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

XIV. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

XV. ADJOURNMENT

UPCOMING MEETINGS

**4 p.m. – January 18, 2024
Regular Meeting**

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



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

MINUTES OF CLOSED SESSION MEETING

**NOVEMBER 9, 2023
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, November 9, 2023, in Room 1054 at the Oceanside Campus. President Frank Merchat called the meeting to order at 2:30 p.m.

I. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat (via phone)
William Fischer	Anna Pedroza
George McNeil	Jackie Simon

Board members absent:

Raye Clendening

Administrators present:

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

II. DECLARE NEED FOR CLOSED SESSION

At 2:30 p.m., the board announced the need to enter closed session, along with Superintendent/President Cooke and Assistant Superintendent/Vice President Ng, to discuss the following topic:

A. Conference with Labor Negotiators

(Pursuant to Government Code Section 54957.6)

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

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

At 3:40 p.m., the board returned to open session to report the following:

A. Conference with Labor Negotiators

(Pursuant to Government Code Section 54957.6)

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

No report.

IV. ADJOURNMENT

The meeting adjourned at 3:40 p.m.

MINUTES APPROVAL:

Frank Merchat
President

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



**MIRACOSTA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

One Barnard Drive, Oceanside, CA

MINUTES OF REGULAR MEETING / WORKSHOP

**NOVEMBER 9, 2023
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in a regular meeting/workshop on Thursday, November 9, 2023, in Room T-200 on the Oceanside Campus. Vice President Cassar called the meeting to order at 4 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Jacqueline Simon
William Fischer	Anna Pedroza
George McNeil	

Trustees present via Zoom:

Raye Clendening
Frank Merchat

Administrators present:

Assistant Superintendent/Vice President Charlie Ng
Assistant Superintendent/Vice President Denée Pescarmona
Assistant Superintendent/Vice President Alketa Wojcik
Chie IDEA Officer Wendy Stewart

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

None.

IV. CHANGES IN AGENDA ORDER

None.

V. PRESENTATIONS

A. Spotlight on Career Ed Programs and Outcomes

Career Education faculty and administrators provided a focused update on two programs of interest: Computer Science and Computer Studies and Information Technology (CSIT). Dean Al Taccone and Associate Dean Ben Gamboa were joined by faculty members in the disciplines to discuss program data, challenges and opportunities.

Computer Science Department Chair Catherine Walker and faculty member Mike Paulding reviewed some of the courses offered. Most students are working on a degree in the field. A zero textbook cost initiative is underway supported by three grants, helping to make this effort sustainable. The programs are designated as “preferred providers” to provide internships, which leads to fulltime employment for some interns.

Campus clubs also serve as conduits for both the Computer Science and CSIT programs. The clubs collaborate with partner high schools to increase participation from students who are normally under-represented in these fields.

Ben Gamboa demonstrated how the equity efforts have increased success rates, retention rates, and transfer rates, based on data. An equity gap was identified: 70 percent of students are male; 30 percent are female. However, men of color are and area of focus in the programs due to the underrepresentation.

CSIT faculty member Steve Isaachson, shared how they are meeting industry needs, including through internships. Their program sends people directly to the workforce as well as to universities. He noted the two departments complement each other and work collaboratively.

CSIT faculty member Rick White shared examples of how they are building on networking. Club IT is student managed, and they participate in Cyber League as they build a community of cyber security. Engagement in the region is important, so MiraCosta faculty work with other faculty and programs in the region with a futures lens to anticipate topics and degrees around AI. Curriculum is being written around knowledge, skills, and abilities that students will need to know. The group reviewed where we’re heading with AI, alignment with CSUSM’s bachelor of science in cyber data science pathway collaboration, and cloud computing.

Embedded tutors in the most difficult courses have proven to be important, and it would be beneficial to expand the embedded tutors broadly across all of the courses to increase success and retention. The depth and quality of connection with students is crucial in both CS and CSIT.

Trustees Merchat and Cassar noted the board is looking for continued data on salaries in the industry for students in the CS and CSIT programs, as this is an important program for socioeconomic mobility. The board also asked how the board can extend their reach in the community to foster industry connections.

B. Futures Update

College leadership provided an informational update on Futures. A number of Futures-related themes were identified. From a Student Services perspective, supporting basic needs of students and their families by collaborating with the community and local resources was prioritized as a need with a focus on access and equity.

From an Instructional Services perspective, it’s critical that we redesign ourselves to address core student academic needs and provide scalable, flexible, life-long learning to meet our wage gains and data. Students will be more likely to enter and exit education and work in the future.

Human Resources (HR) expressed the importance of continuing cultural education efforts and identifying what kinds of employees we need to be hiring in the future, along with the skills they will need. Additionally, HR will explore what AI means for the future of teaching and staffing at the college.

From an IDEA perspective, what should the focus be for the folks in Student Equity and what are the core concepts of the Futures thinking, and how do define diversity in the future and the work of equity? Additionally, what are the gaps, since some may narrow, while others may widen.

From a facilities perspective, it is clear that students need both brick and mortar centers, as well as digital centers.

Superintendent/President Cooke noted the recent Community Leaders breakfast was focused of Futures. In total, 27 new futurists at MiraCosta just finished the Futures Canvas course; they will gather and signal spot and explore ways in which the signals can be embedded in the planning for our future.

VI. ADJOURNMENT

The meeting adjourned at 5:34 p.m.

MINUTES APPROVAL:

Rick Cassar
Vice President

Sunita V. Cooke
Superintendent/Vice President



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

MINUTES OF REGULAR MEETING

**NOVEMBER 16, 2023
(DRAFT)**

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, November 16, 2023, in Room T200 at the Oceanside Campus. President Frank Merchat called the meeting to order at 4 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar (arrived at 4:03 p.m.)	Frank Merchat
William Fischer	Anna Pedroza
George McNeil	Jackie Simon
	Kenneth Pilco (Student Trustee)

Board members absent:

Raye Clendening

Administrators present:

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

III. APPROVE MEETING MINUTES

D. Special Meeting/Closed Session of October 19, 2023

By motion of Trustee McNeil, seconded by Trustee Fischer, the board approved the minutes of the special meeting/closed session of October 19, 2023.

Vote: 5/0/1
Aye: Fischer, McNeil, Merchat, Pedroza, Simon
Abstentions: None
Absent: Cassar, Clendening

E. Regular Meeting of October 19, 2023

By motion of Trustee McNeil, seconded by Trustee Simon, the board approved the minutes of the regular meeting of October 19, 2023.

Vote: 5/0/1
Aye: Fischer, McNeil, Merchat, Pedroza, Simon
Abstentions: Cassar
Absent: Clendening

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

None.

V. CHANGES IN AGENDA ORDER

None.

VI. PRESENTATIONS

A. Student Success and Equity Metrics

As part of the board’s biannual review of student success and equity metrics, Dean Chris Tarman presented the most recent metrics, trends, and analyses from the leading and lagging indicators for first-time-in-college cohorts in the Guided Pathways Dashboard. Data show we are starting to rebound since Covid; our outcomes are recovering for the first time since Covid. Completed matriculation is even higher now than pre-Covid.

Data relating to first-time, fulltime students and their persistence rates show that two thirds of our first-time students attempt a full load. Fulltime students tend to complete their first term at a much greater rate than part-time students (e.g. approximately 14 percent of fulltime students do not complete all of their units, whereas 40 percent of part-time students do not complete any of their units in the first term), especially among disproportionately impacted students (African American/Black, Latinx, and male students).

Fall to spring persistence rates are increasing since Covid, however, those who do not complete any of their classes are those who typically don’t return the next semester. This pattern is consistent over the past seven years, regardless of Covid. This reveals how critical early engagement, support, and intervention for students is to improve persistence and success rates. The college is developing strategies to serve this segment of students to mitigate the drops.

VII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions**
- B. Approve Increase to Hourly Pay Rates Effective January 1, 2024, and Set Minimum Wage to \$16**
- C. Approve Curriculum for 2024-2025 Catalog, Part I**
- D. Approve the American Institute for Foreign Study (AIFS) Faculty-Led Study Abroad to Paris, France – Spring 2024**
- E. Award Bid #C04-24 OC8000 CDC Access Control and Security**
- F. Award Bid #C14-23 OC Barrier Removal ADA Project**
- G. Notice of Completion – Bid #MM-21-23 Theater Equipment Installation Project**
- H. Ratify and Approve Contracts and Purchase Orders**

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

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

VIII. ACTION ITEMS

A. Establish Date and Time of Annual Organizational Board Meeting

By motion of Trustee McNeil, seconded by Trustee Pedroza, the board established the annual organizational meeting as December 14, 2023, at 4 p.m.

Vote: 6/0/0

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

Abstentions: None

Absent: Clendening

B. Ratify MiraCosta Community College District Classified Administrators Working Conditions Manual

By motion of Trustee McNeil, seconded by Trustee Pedroza, the board ratified MiraCosta Community College District Classified Administrators Working Conditions Manual as presented.

Vote: 6/0/0

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

Abstentions: None

Absent: Clendening

C. Adopt Resolution No. 6-23/24: Amend Resolution No. 13-10/11 Authorizing the Superintendent/President to Declare an Emergency and Take Emergency Actions

By motion of Trustee McNeil, seconded by Trustee Pedroza, the board adopted Resolution No. 6-23/24 to amend Resolution No. 13-10/11 authorizing the superintendent/president to declare an emergency and take emergency actions.

Vote: 6/0/0

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

Abstentions: None

Absent: Clendening

D. Adopt Resolution No. 7-23/24 Delegate Superintendent/President Emergency Declaration and Emergency Actions for Oceanside Main Power Outages

By motion of Trustee McNeil, seconded by Trustee Cassar, the board adopted Resolution No. 7-23/24 to delegate superintendent/president emergency declaration and emergency actions for the Oceanside Campus power outages.

Vote: 6/0/0

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

Abstentions: None

Absent: Clendening

IX. PERIODIC REVIEW – BOARD POLICIES (Action Required)

A. Board Policy 2715 – Code of Ethics – Standards of Practice

By motion of Trustee McNeil, seconded by Trustee Pedroza, the board adopted Board Policy 2715.

Vote: 6/0/0

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

Abstentions: None

Absent: Clendening

X. SECOND READ – BOARD POLICIES (Action Required)

A. Board Policy 2200 – Board Duties and Responsibilities

By motion of Trustee McNeil, seconded by Trustee Cassar, the board adopted Board Policy 2200.

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

B. Board Policy 6400 – Financial Audits

By motion of Trustee McNeil, seconded by Trustee Cassar, the board adopted Board Policy 6400.

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

XI. FIRST READ – BOARD POLICIES

A. Board Policy 6250 – Budget Management

Board Policy 6250 was reviewed and discussed, and the policy will be placed on a future agenda for adoption.

XII. INFORMATION

A. First Quarter Fiscal Report

The First Quarter Fiscal Report was provided for information.

B. Municipal Storm Water Management Plan Annual Implementation

The Municipal Storm Water Management Plan annual implementation was provided for information.

C. Actuarial Study Report

The Actuarial Study Report was provided for information.

D. Annual Financial and Budget Report

The Annual Financial and Budget Report was provided for information.

XIII. COLLEGE-RELATED REPORTS

A. Trustees Activities

Trustees McNeil, Cassar, Simon, Merchat, Clendening attended the Community Leaders Breakfast on October 20 at the Westin Carlsbad Resort and Spa.

Trustee McNeil attended a GEAR UP meeting via zoom and noted there are two cohorts of students: one high school seniors cohort, and one high school junior cohort. Trustee McNeil shared the women's soccer team won the league and will play in the state championship!

Trustee Cassar attended the SDICCCA board meeting. He also attended the listening session at the San Elijo Campus (SEC) last evening, along with Trustee Simon. Trustees Simon, Pedroza, and Merchat attended the Saturday farmers market at SEC.

B. Students

Student Trustee Kenneth Pilco reported he attended the Community Leaders Breakfast. He expressed appreciation for the faculty members who pivoted during the power outage to assist students. Pilco met with Charlie Ng to discuss payroll for student employees, and he toured the campus with visitors.

C. Classified Employees

Immediate Past Classified Senate (CS) President Carl Banks also attended the Community Leaders Breakfast. Banks thanked the board for approving the release time for classified staff to attend the December 8 end-of-year celebration lunch. Funds raised from the online gift basket auction will be used to endow the NDN scholarship.

D. Faculty

Academic Senate (AS) President Leila Safaralian was away at an ASCCC conference, so no report given.

E. Assistant Superintendents/Vice Presidents

1. Instructional Services

Assistant Superintendent/Vice President Pescarmona expressed gratitude for faculty and staff being able to pivot and work so hard over the last several weeks during the power outages.

Enrollment for spring is looking very strong, and we're only one week into priority registration. Pescarmona expressed appreciation for the Aspen Prize, for which we are submitting an extensive application. MiraCosta was ranked as one of the top 150 academic institutions in the nation, making us eligible to apply. Additionally, the TCI was selected for a Department of Energy grant focused on energy conservation that will help with existing TCI coursework and the development of new programs.

2. Student Services

Assistant Superintendent/Vice President Wojcik reported the compressed enrollment period has so far resulted in 5,000 students enrolled in one week. Prior to the compressed enrollment period, it would have taken one month to enroll the same number of students. Wojcik thanked the CARE team for providing more than 250 turkeys to students in need at the CLC and OC, in addition to a successful clothing drive. To further assist students in need, a \$50,000 resilience fund goal has been reached, however, Wojcik noted additional contributions can still be made.

3. Administrative Services

Assistant Superintendent/Vice President Flood thanked all of the students, staff, faculty, and administrators for their resilience and flexibility during the power outages. Balfour Beatty, Kitchell, and CW Driver were very supportive and instrumental in resolving the issues as well.

Flood shared we received the Chancellor's Office Sustainability award for innovative projects for a medium-sized college for the photovoltaics project on our campuses. He thanked the sustainability committee and the student club for their efforts on the project. We also received the Customer of the Year award from the Olivenhein Municipal Water District for our work with them on bringing reclaimed water to the San Elijo Campus.

4. Human Resources

Assistant Superintendent/Vice President Ng reported open enrollment (for two months - January and February) was just completed, and Human Resources (HR) is preparing for a second open enrollment that will take place in January. Progress is being made on onboarding training and professional development. Ng thanked HR and Payroll staff for their hard work. He acknowledged all who had to pivot over the last several weeks.

F. Superintendent/President

Assistant Superintendent/Vice President Wojcik noted that Dr. Cooke was away at an AACC Conference, and the President 's Office submitted a written report.

XIV. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

None.



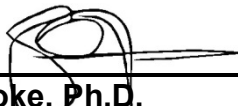
XV. ADJOURNMENT

The meeting adjourned at 5:43 p.m.

MINUTES APPROVAL:

Frank Merchat
President

Alketa Wojcik, Ph.D.
Assistant Superintendent/Vice President

Subject: Election of Officers (President, Vice President, Board Secretary, Assistant Board Secretary)	Attachment: None
Category: Board Organizational Action	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

Education Code §72000(c)(2) provides that the governing board of a community college district shall organize by electing a president, from its members, and a secretary.




STATUS

In addition to the legally required president position, the MiraCosta Community College District Board of Trustees traditionally elects a vice president.

The board traditionally elects the superintendent/president to serve as board secretary and the executive assistant to the superintendent/president as assistant board secretary.

RECOMMENDATION

Elect a president and vice president to serve from December 14, 2023, until the 2024 organizational meeting; elect Superintendent/President Sunita V. Cooke as board secretary and Executive Assistant to the Superintendent/President Julie Bollerud as assistant board secretary, to serve until the 2024 organizational meeting.

Subject: Fix Dates, Times, and Location of 2024 Board Meetings	Attachment: Proposed 2024 Meeting Schedule
Category: Board Organizational Action	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

Education Code §72000(c)(4) requires that the governing board of a community college district shall fix the time and place for regular governing board meetings.

STATUS

A schedule of meetings for 2024 is presented for review and final approval.

RECOMMENDATION


Fix the date, time, and place for the 2024 board meetings, as proposed.



BOARD OF TRUSTEES

DRAFT

Date – 2024		Board Meeting	Location
Thu. Jan. 18	4 p.m.	Business Meeting	Oceanside Campus
Thu., Feb. 15	4 p.m.	Board Workshop and Business Meeting	Oceanside Campus
Thu., Mar. 14	4 p.m.	Board Workshop and Business Meeting	San Elijo Campus
Thu., Apr. 18	4 p.m.	Business Meeting	Community Learning Center
Thu., May 9	4 p.m.	Workshop	Oceanside Campus
Thu., May 16	4 p.m.	Business Meeting	Oceanside Campus
Thu., Jun. 13	4 p.m.	Retreat/Budget Workshop	Oceanside Campus
Thu., Jun. 20	4 p.m.	Business Meeting	Oceanside Campus
Thu., Jul. 18	4 p.m.	Business Meeting	Oceanside Campus
Thu., Aug. 15	4 p.m.	Business Meeting	Oceanside Campus
Thu., Sept. 5	4 p.m.	Board Workshop	Oceanside Campus
Thu., Sept 12	4 p.m.	Business Meeting	Oceanside Campus
Thu., Oct. 17	4 p.m.	Business Meeting	San Elijo Campus
Thu., Nov. 7	4 p.m.	Workshop	Community Learning Center
Thu., Nov. 21	4 p.m.	Business Meeting	Oceanside Campus
TBD Dec. 19	4 p.m.	Organizational Meeting	Oceanside Campus
Date – 2025 (Tentative)		Board Meeting	Location
Thu., Jan. 23	4 p.m.	Business Meeting	Oceanside Campus
Thu., Feb. 20	4 p.m.	Business Meeting	Oceanside Campus
Thu., Mar. 13	4 p.m.	Business Meeting	San Elijo Campus
Thu., Apr. 17	4 p.m.	Business Meeting	Community Learning Center
Thu., May 8	4 p.m.	Workshop	Oceanside Campus
Thu., May 15	4 p.m.	Business Meeting	Oceanside Campus

Subject: Political and Legislative Update	Attachment: None
Category: Presentations	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>
	Approved for Consideration: <div style="text-align: center; margin-top: 10px;">  <hr style="width: 100%;"/> </div> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND



The board of trustees receives periodic presentations on pertinent topics.

STATUS

Director of Public and Governmental Relations, Marketing, and Communications Kristen Huyck will provide a general overview of the current political climate at both the federal and state levels significantly impacts community colleges, with varying policies, funding, and legislative decisions shaping their future.

RECOMMENDATION

For information only.

Subject: Facilities Update	Attachment: PowerPoint Presentation
Category: Information	Type of Board Consideration: <input checked="" type="checkbox"/> Information <input type="checkbox"/> Consent <input type="checkbox"/> 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/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

In November 2016, the district successfully passed general obligation bond Measure MM with 62.39 percent of the votes (minimum requirement was 55 percent). This measure provided the district with \$455 million, which will allow for implementation of the projects identified in the 2016 Facilities Master Plan Update. Additional funds from the district’s Fund 41 Capital Construction, State Scheduled Maintenance, grants, and other sources of funding will also be used to implement the overall capital construction program plan.



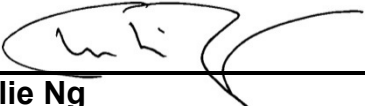
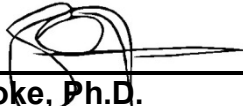
STATUS

Assistant Superintendent/Vice President Tim Flood, as well as district and Kitchell staff, will provide an update on the progress of the district’s capital construction program, including:

- Program status summary and budget information
- Community Learning Center project completion list and planning status
- San Elijo project completion list and planning status
- Oceanside Campus project completion list and planning status
- Local Hire and Small/Highly Underutilized Business Enterprise contract award and value data
- Facilities Futures Plan

RECOMMENDATION

For information only.

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

STATUS

1. Retirement of the following classified and/or academic employees:
 - Doris Sexton, Cashier II, position P-00101, effective December 30, 2023.
 - Tracy Gibson, Facilities Manager, position P-00164, effective December 30, 2023.
 - Dana Ledet, Academic Division Administrative Assistant, School of Continuing and Community Education, position P-00002, effective December 29, 2023.
 - Susan Simpson, Instructor, Nursing, position P-00590, effective December 15, 2023.

2. Resignation of the following classified employees:
 - Karen Knapp, Human Resources Analyst, position P-07084, effective November 8, 2023.
 - Fran Bautista, Student Services Specialist, Student Equity, position P-00379, effective November 20, 2023.
 - Margi Arguello, Box Office Cashier, Cashiering Services, position P-00090, effective December 31, 2023.

3. Employment of the following regular classified employees:
 - Rosa Alvarado, Operations Supervisor, Student Services, position P-10418, classified salary range 27, step 2, \$6,997.58 per month, full-time, 12 months per year, effective November 27, 2023. Rosa was selected through an open recruitment process.

Rosita Moncada, IT Help Desk Technician, ITS Technology Support Services, position P-00187, classified salary range 17, step 2, \$5,245.16 per month, full-time, 12 months per year, effective December 4, 2023. Rosita was selected through an open recruitment process.

David Jimenez, IT Help Desk Technician, ITS Technology Support Services, position P-00236, classified salary range 17, step 2, \$5,245.16 per month, full-time, 12 months per year, effective December 4, 2023. David was selected through an open recruitment process.

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

Jordan Barber, Instructional Computer Lab Assistant, position P-00237, has accepted the position of Instructional Associate, Technology Support Services, position P-10465, classified salary range 25, longevity year 11, \$7,637.42 per month, full-time, 12 months per year, effective December 1, 2023. Jordan was selected through an open recruitment process.

Giselle Ordaz, Library Technician I, Public Services, position P-00270, has accepted the position of Library Technician II, Public Services, Library, position P-06205, classified salary range 21, longevity year 11, \$7,402 per month, full-time, 12 months per year, effective December 1, 2023. Giselle was selected through an open recruitment process.

Dulce Gangani, Library Technician I, Public Services, position P-00267, has accepted the position of Library Technician II, Public Services, position P-00273, classified salary range 21, longevity year 1, \$6,845.66 per month, full-time, 12 months per year, effective December 1, 2023. Dulce was selected through an open recruitment process.

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

Heidi Willis, Business Systems Analyst, Instructional Services, position P-00096, will continue to serve as Interim Enrollment Database Specialist, classified salary range 31, longevity year 20, \$10,859.01 per month, full-time, effective July 1, 2023 – June 30, 2024.

Gwendolyn Partlow, Instructional Technology Support Specialist, Instructional Services, position P-00247, will continue to serve as Interim Enrollment Database Specialist, classified salary range 31, longevity year 22, \$11,038.83 per month, full-time, July 1, 2023 – June 30, 2024.

Brenda Cruz, Academic Records Evaluator, Admissions & Records, position P-00009, will serve as Interim Assistant Business Systems Analyst, Admissions and Records, classified salary range 25, step 5, \$7,637.42 per month, full-time, effective November 22, 2023 – January 30, 2024.

6. Employee 00002232, in accordance with Board Policy 7345, requests a waiver to the limitation on how much of their available sick leave can be used for personal necessity leave as the employee will exhaust the personal necessity allowance for the 2023/24 fiscal year. Pursuant to the Classified Senate WCM, classified employees may use up to seven days of earned sick leave per fiscal year for the purpose of personal necessity leave.

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

Communication Studies – Shelley Natale
 Earth Science – Katharine Cezo

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.

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

Lea	Corkidi-Cherbowsky	Biological Sciences
Shelley	Natale	Communication Studies
Raul	Soto	Computer Science
Katharine	Cezo	Physical Sciences
Masako	Ura	Psychology




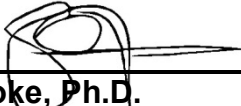
9. Request approval of the following short-term and substitute employees. These employees meet the Education Code 88003 definition of short-term and substitute employees, and as such, these employees will be employed and paid less than 75 percent of the college year:

Employee Name	Job Title	Assignment	Department	Pay Rate	Start Date	End Date
Abigail Vivas-Orozco	Student Services Specialist	Short-term	Counseling	\$32.19/hr	12/15/23	6/30/24
Abigail Vivas-Orozco	Administrative Support Assistant I	Short-term	Counseling Operations	\$22.75/hr	12/15/23	6/30/24
Alex King Alaoen	Campus Aide I	Short-term	Honors	\$15.50/hr	1/2/24	5/24/24
Andrew Vierling	Campus Aide I	Short-term	Honors	\$15.50/hr	1/2/24	5/24/24
Anisha Shetty	Campus Aide I	Short-term	Honors	\$15.50/hr	1/2/24	5/24/24
Ariana Gonzalez	Campus Aide I	Short-term	Honors	\$15.50/hr	1/2/24	5/24/24
Autumn Hill	Student Services Specialist	Substitute	Student Equity	\$32.19/hr	12/15/23	6/30/24
Brenda Morelia Lopez	Administrative Support Assistant II	Short-term	Counseling Operations	\$27.85/hr	12/15/23	6/30/24
Collin McDonnell	Campus Aide I	Short-term	Honors	\$15.50/hr	1/2/24	5/24/24
Jacqueline Robledo	Campus Aide III	Short-term	Student Services, CLC	\$19.50/hr	12/15/23	6/30/24

Jose Sandoval	Vehicle & Equipment Maintenance Assistant	Substitute	Grounds	\$39.39/hr	11/27/23	6/30/24
Kimberli Baeza	Cashier II	Substitute	Cashiering Services	\$28.67/hr	1/2/24	6/30/24
Maleine Taylor	Administrative Support Assistant III	Short-term	Counseling and Student Development	\$31.27/hr	12/15/23	6/30/24
Margi Arguello	Box Office Cashier	Short-term	Cashiering Services	\$24.10/hr	1/1/23	6/30/24
Sonya Ogirala	Administrative Support Assistant I	Short-term	Counseling Operations	\$22.75/hr	12/15/23	6/30/24
Terence Sautia	Campus Aide III	Short-term	International Office	\$19.50/hr	1/15/24	6/30/24

RECOMMENDATION

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

Subject: Ratify Memorandum of Understanding 23-07 between the MiraCosta Community College District and the MiraCosta College Academic Associate Faculty	Attachment: Memorandum of Understanding 23-07 Power Outage
Category: Consent Items	Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div>
Institutional Goals: mcc.mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: <div style="text-align: center;">  Goal 1 Goal 2 Goal 3 Goal 4 </div>
Recommended:  <hr/> Charlie Ng Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Due to the unplanned power outages that occurred on the Oceanside campus on October 26, 27, 28, and November 8, 9, 2023, the MiraCosta College Academic Associate Faculty demanded to bargain on behalf of unit members who were teaching in a face-to-face modality and were required to provide their instruction via remote delivery relying on their professional discipline expertise, communicate with students the change in modality, and ensure that the continuity of learning continued for students.

STATUS

The district and the MiraCosta College Academic Associate Faculty have negotiated the terms and conditions of compensation to be paid and agreed to in the attached memorandum of understanding.

RECOMMENDATION

Ratify Memorandum of Understanding 23-07 between the MiraCosta Community College District and the MiraCosta College Academic Associate Faculty, as stated.



MOU Between
the MiraCosta Community College District and
MiraCosta Community College District – Associate Faculty 23-07

This agreement is entered into by and between the MiraCosta Community College District (hereinafter referred to as "District") and the MiraCosta College Academic Associate Faculty (hereinafter referred to as "MCCAAF") (hereinafter collectively referred to as the "Parties"), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement ("CBA"). The purpose of this Memorandum of Understanding is to address the effects of the recent power outages on unit members' wages, hours, and working conditions.

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

Due to the unplanned power outages that occurred on the Oceanside campus on October 26, 27, 28, and November 8, 9, 2023, Associate Faculty unit members who were teaching in a face-to-face modality were required to provide their instruction via remote delivery relying on their professional discipline expertise, communicate with students the change in modality, and ensure that the continuity of learning continued for students.

As such, the Parties agree to compensate each impacted unit member (identified by the District to the MCCAAF on November 29, 2023) at their hourly classroom rate of pay for each hour of scheduled class instruction for each assigned class that was converted to remote instruction. A class may have multiple unique class numbers but are aggregated as one class for classroom and pay purposes.

This amount shall be paid no later than December 31, 2023.





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

Sunita V. Cooke, Ph.D.

Krista Warren

Signature _____ Date _____
Superintendent/President
MiraCosta Community College District

Signature _____ Date _____
President
MCC Academic Associate Faculty

Subject: Approve Spring 2024 Program Components for the Oceanside Unified School District CCAP Dual Enrollment Program	Attachment: Spring 2024 Program Components for OUSD CCAP
Category: Consent Item	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 2017, MiraCosta College established a College and Career Access Pathways (CCAP) Agreement for Dual Enrollment with Oceanside Unified School District (OUSD). The initial CCAP agreement with OUSD included courses in Counseling, Communications, and Mathematics. Those CCAP courses proved successful, and OUSD and MiraCosta College continued the CCAP partnership. Additional transfer and Career Education pathways have been developed for OUSD students. The attached Spring 2024 Program Components for OUSD CCAP represents the currently agreed upon course offerings for the spring 2024 academic term.

STATUS

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

RECOMMENDATION

Approve the Spring 2024 Program Components for the OUSD CCAP Dual Enrollment Program to offer dual enrollment classes through MiraCosta College during Spring 2024.

APPENDIX
OCEANSIDE UNIFIED SCHOOL DISTRICT CCAP
SPRING 2024 PROGRAM COMPONENTS

Courses of Instruction: M CCD 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.

Estimated Number of Students to be Served: 503

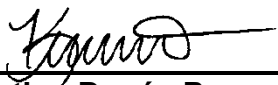

Total Sections: 15

Spring 2024 Course Offerings									
Location	Course Name	Catalog #	Units	Days	Time	Faculty	Employer	Student Contact Hours	Enrollment Cap
<i>Online*</i>	CHLD	113	3	Online	Asynch	Staff	MCCD	48-54	40
<i>Online*</i>	BTEC	107	3	Online	Asynch	Staff	MCCD	48-54	35
<i>CLC</i>	CSIT	180	4	W	4:30-7:20 +Asynch	Staff	MCCD	80-90	24
<i>ARR</i>	BUS	292	1	ARR	Asynch	Staff	MCCD	144-162	Varies
<i>ECHS</i>	MATH	126	4	T/TH	7:45-9:20 +Asynch	Staff	MCCD	64-72	35
<i>ECHS</i>	BUS	130	3	M/W	7:45-9:20	Staff	MCCD	48-54	40
<i>OHS</i>	BUS	130	3	M/W	ARR	Staff	MCCD	48-54	40
<i>OHS</i>	DESN	207	3	ARR	ARR	Staff	OUSD	80-90	24
<i>OHS</i>	PSYC	100	3	T/TH	8:30-10	Staff	MCCD	48-54	40
<i>OHS</i>	MATH	150	5	M-TH	ARR	Staff	MCCD	80-90	35
<i>OHS</i>	MATH	131	4	M-TH	ARR	Staff	MCCD	64-72	35
<i>SEA</i>	HOSP	153	3	M-TH	1:15-3:05	Staff	MCCD	48-54	40
<i>SEA</i>	BUS	130	3	M-TH	1:15-2:35	Staff	MCCD	48-54	40
<i>SEA</i>	COUN	100	3	M-TH	1:15-3:05	Staff	MCCD	48-54	35
<i>SEA</i>	SOC	101	3	M-TH	1:15-2:35	Staff	MCCD	48-54	40

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

<p>Criteria used to select courses in a dual enrollment program:</p> <ul style="list-style-type: none"> ● Applicability of course towards post-secondary educational goals (major and general education) ● Transferability to the University of California and California State University systems ● Applicability of skills in the high school environment as well as in post-secondary education ● Completion of coursework in a Career Education pathway, leading to in-demand workforce skills attainment and gainful employment.

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

Subject: Approve Updated Course Agreement with San Dieguito Union High School District for the Spring 2024 Dual Enrollment Program	Attachment: Exhibit A Course Agreement Spring 2024
Category: Consent Item	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

During the 2014/15 academic year, the San Dieguito Union High School District (SDUHSD) and MiraCosta Community College District entered into a dual enrollment agreement, which enabled SDUHSD students to enroll in MiraCosta College classes at Canyon Crest Academy, La Costa Canyon, San Dieguito Academy, and Torrey Pines High Schools during the regular school day to earn both high school and college credit. The program was a success, and additional agreements have continued. The Instructional Services Division worked with leaders from SDUHSD to identify courses to be offered during the spring 2024 term, and that agreement is reflected in the courses proposed on the attached Exhibit A Course Agreement. As with previous agreements, the seats in dual enrollment courses will be limited to SDUHSD students only.

STATUS

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

RECOMMENDATION

Approve the new Exhibit A Course Agreement with San Dieguito Union High School District to offer dual enrollment classes through MiraCosta College during Spring 2024.

EXHIBIT A
SPRING 2024 COURSE AGREEMENT

Between
MIRACOSTA COMMUNITY COLLEGE DISTRICT and
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

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

Effective Date of Course Agreement: December 15, 2023

Period of Course Agreement: January 2024 – May 2024

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

Spring 2024 Course Offerings									
Location	Course Name	Catalog #	Units	Days	Time	Faculty	Employer	Student Contact Hours	Enrollment Cap
CCA	MATH	260	4	ARR	ARR	Staff	SDUHSD	80-90	35
CCA	MATH	270	4	ARR	ARR	Staff	SDUHSD	64-72	35
CCA	PHYS	280	3	ARR	ARR	Staff	SDUHSD	80-90	30
LCCHS	MATH	270	4	ARR	ARR	Staff	SDUHSD	64-72	35
LCCHS	DRAM	105	3	ARR	ARR	Staff	SDUHSD	48-54	40
TPHS	MATH	270	4	ARR	ARR	Staff	SDUHSD	64-72	35
TPHS	ESL	150	4	ARR	ARR	Staff	SDUHSD	80-90	24

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

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

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

MiraCosta Community College District
 Denee Pescarmona
 Vice President of Instructional Svcs.
 1 Barnard Drive
 Oceanside, CA 92056

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT





APPROVED BY: _____

Date: ____/____/2023

MIRACOSTA COMMUNITY COLLEGE DISTRICT

APPROVED BY: _____

Date: ____/____/2023

Subject: Approve Updated Exhibit A Course Agreement with Carlsbad Unified School District for the Spring 2024 Dual Enrollment Program	Attachment: Exhibit A Course Agreement Spring 2024
Category: Consent Item	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

During the 2018/19 year, the Carlsbad Unified School District (CUSD) and MiraCosta Community College District entered into a dual enrollment agreement, which enabled CUSD students to enroll in MiraCosta College classes at Carlsbad and Sage Creek high schools during the regular school day to earn both high school and college credit. The program was a success, and additional agreements have continued. The Instructional Services Division worked with leaders from CUSD to identify courses to be offered during the fall 2023 term, and that agreement is reflected in the courses proposed on the attached Exhibit A Course Agreement. As with previous agreements, the seats in dual enrollment courses will be limited to CUSD students only.

STATUS

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

RECOMMENDATION

Approve the new Exhibit A Course Agreement with Carlsbad Unified School District to offer dual enrollment classes through MiraCosta College during spring 2024.

EXHIBIT A
SPRING 2024 COURSE AGREEMENT

Between
MIRACOSTA COMMUNITY COLLEGE DISTRICT
and CARLSBAD UNIFIED SCHOOL DISTRICT

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

Effective Date of Course Agreement: December 15, 2023

Period of Course Agreement: January 2024 – May 2024

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

Spring 2024 Course Offerings									
Location	Course Name	Catalog #	Units	Days	Time	Faculty	Employer	Student Contact Hours	Enrollment Cap
CHS	BUS	147	3	Online	Asynch	Staff	MCCD	48-54	40
SCHS	SOC	101	3	Online	Asynch	Staff	MCCD	48-54	40
SCHS	BUS	120	3	Online	Asynch	Staff	MCCD	48-54	40

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

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

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



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

CARLSBAD UNIFIED SCHOOL DISTRICT

APPROVED BY: _____ DATE: ____/____/2023

MIRACOSTA COMMUNITY COLLEGE DISTRICT

APPROVED BY: _____ DATE: ____/____/2023

Subject: Approve Wolters Kluwer Health, Inc. Lippincott Full Curriculum Partnership/NurseThink Complete – RN Services	Attachment: Basic Services Agreement
Category: Consent Items	Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 <input checked="" type="checkbox"/> Goal 3 Goal 4
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

Beginning in 2014, nursing students paid a fee directly to an online curriculum provider each semester for nursing education resources. These resources are available to the students and faculty and have been implemented into the nursing curriculum. In spring 2020, the Courses and Programs Committee approved the Nursing and Allied Health Department to attach the fees to NURS 180, NURS 182, NURS 281, and NURS 283, allowing students to use financial aid and scholarships to cover the cost, when applicable. These monies go into a student fees account, which the district uses to pay the supplier directly.

During spring 2023, the nursing faculty completed an evaluation of textbook/software and standardized testing packages with the goal of reducing student costs while meeting student and programmatic needs. After a thorough review, the nursing faculty selected the Lippincott Full Curriculum Partnership/NurseThink – RN program from Wolter’s Kluwer Health, Inc.

STATUS



California Education Code 816351 states the governing board of any community college district may purchase supplementary textbooks, library books and educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals in any amount needed for the district without taking estimates or advertising for bids.

The cost for this full curriculum partnership with Wolter’s Kluwer Health, Inc. which includes textbooks/software and standardized exams, is \$2893, paid over two years, with a total estimated contract value not to exceed o \$400,000.

Funds for this purchase are identified through the Nursing department student fees.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with Wolters Kluwer Health, Inc. for a total value not to exceed \$400,000.

Subject: Approve Assessment Technologies Institute, LLC Nursing Training and Curriculum Services	Attachment: ATI Complete Agreement ATI Schedule B
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

Since 2014, nursing students have paid a fee directly to Assessment Technologies Institute, LLC (ATI) each semester for nursing education resources. Resources have been implemented into the nursing curriculum and are available to the students and faculty. In spring 2020, the Courses and Programs Committee approved the Nursing and Allied Health department to attach fees to NURS 180, NURS 182, NURS 281, and NURS 283, allowing students to use financial aid and scholarships to cover the cost, when applicable. These monies go into a student fees account, which the district uses to pay ATI directly.

STATUS

California Education Code 816351 states the governing board of any community college district may purchase supplementary textbooks, library books and educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals in any amount needed for the district without taking estimates or advertising for bids.

In June 2020, an amendment was established to procure the training and curriculum services for \$667 per student per semester through November 2023. The services provided by ATI continue with the student cohorts throughout their time in the program. As the contract concludes, district staff have identified the final costs for the final three cohorts.

Semester	Students	Cost	Total
Fall 2023	99	\$667 pp	\$66,033
Spring 2024	84	\$667 pp	\$56,028
Fiscal Year 2024 Total			\$122,061

Semester	Students	Cost	Total
Fall 2024	56	\$667 pp	\$37,352
Spring 2025	24	\$667 pp	\$16,008
Fiscal Year 2025 Total			\$53,360

In August 2023, PO #23003388_PO was utilized for the fall 2023 semester costs of \$66,033.00. Subsequently, the district has identified that an additional \$56,028 is needed for a total fiscal year 2024 not to exceed amount of \$121,565.50. For fiscal year 2025, total costs are estimated at \$53,360, for a total remaining not to exceed value of \$175,421.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with Assessment Technologies Institute, LLC for a total value not to exceed \$175,421.

SCHEDULE B

ATI Complete Partnership
Additional Terms and Conditions

This Schedule B (“this Schedule”) sets forth terms and conditions of the ATI Complete Partnership entered into by Nursing Program. This Schedule is subject to the terms of the ATI Complete Partnership Agreement between Assessment Technologies Institute, LLC (“ATI”) and Mira Costa College (“Nursing Program”) with an Effective Date of November 17, 2017 (“Agreement”). Terms used herein shall have the same meaning as set forth in the Agreement, unless separately defined herein. In the event of any inconsistency between the terms of the Agreement and this Schedule, this Schedule shall prevail. This Schedule B will become effective when signed by both parties, below (“Effective Date”).

1. Products

(a) **The definition of “ATI Products” is updated to also include any computer software programs licensed by ATI.** The following ATI Products are procured by Nursing Program and licensed by ATI for use with Nursing Program cohorts with a curriculum start date between the period beginning December 1, 2020 and ending November 30, 2023 (License Term) (each such cohort referred to herein as the “Nursing Program Class” and collectively referred to herein as the “Nursing Program Classes”), subject to the terms of the Agreement and this Schedule:

CARP (Comprehensive Assessment & Review Program)	Nurses Touch Tutorials
CMS Proctored Assessments	Communication Simulation Modules
CMS Online Practice Assessments	Civility Simulation Modules
Clinical Judgement Practice Items	Test Taking Strategies Seminar
Comprehensive Predictor - Proctored & Online Practice Assessments	Learning Strategies Book
Focused Review Modules	Jones & Bartlett Drug Guide
Video Case Studies	Active Stack: Pharmacology Online Flash Cards
NurseLogic	NCLEX Reviews
Learning System	Capstone Content Review
Self-Assessment Inventory	Virtual ATI
Critical Thinking Entrance/Exit Test	BoardVitals
ATI HealthAssess ¹	Comprehensive or Customized Live NCLEX Review ²
EHR Tutor	Nursing Program Resources:
Skills Modules	The following modules of ATI Program Manager by MedHub -
Nursing Fundamentals Interactive Tutorial ¹	Accreditation Management upon ATI’s general release³
Dosage Calculations and Safe Medication Administration	Clinical Management upon ATI’s general release³
Pharmacology Made Easy	ATI Pulse
Dosage Calculation Proctored Assessments	Four (4) Total Days of Consulting with an ATI Nurse Consultant ⁴
Anatomy and Physiology Assessment Package	ATI Academy Premium Membership
Achieve Tutorial	Educating Nurses Faculty Annual Subscription ⁵
Real Life: Clinical Reasoning Scenarios	Nurse Educator Essentials: Online Learning Lab

- 1 Nursing Program will receive access to **ATI HealthAssess and Nursing Fundamentals Interactive Tutorial upon ATI’s general release of each such Product.**
- 2 Live NCLEX Reviews require a minimum of 10 Students.
- 3 Nursing Program will receive access to each of the modules within **Accreditation Management as made available by ATI upon ATI’s general release of each such module.**
- 4 Consulting will be limited to four (4) days, with topics to be selected from an ATI list of available topics. Two (2) of the four (4) days will be dedicated to implementation and training related to the Accreditation Management module of ATI Program Manager by MedHub. Consulting must be completed within the above noted License Term. No credits or refunds will be provided for Consulting not used within the License Term.
- 5 Nursing Program will receive an annual subscription to Renewal of EducatingNurses.com for the duration of this Agreement, provided that such subscription is **subject to ATI’s continued status as a reseller of EducatingNurses.com and further provided that EducatingNurses.com license terms** will be between Nursing Program and Educating Nurses LLC.

Except for ATI’s proctored Assessments, which are available during each applicable Nursing Program Class, and Nursing Program Resources listed above, which are available during the License Term, Students will have access to the above ATI Products procured hereunder until the period ending one year after the applicable Nursing Program Class graduation date.

(b) Nursing Program Classes

The Products noted in Section 1(a) above are procured by Nursing Program and licensed by ATI for use with all Students enrolled in Nursing Program Classes, as well as any Nursing Program Class(es) added by ATI Order Form or a written amendment to this Schedule A signed by both parties.

2. Student Enrollment

Under the ATI Complete Partnership Agreement, for the full duration of each of the above Nursing Program Classes, Nursing Program will procure the Products and pay the per Student Fee set forth in Section 7, below, for all Students enrolled in said Nursing Program Classes specified in Section 1 of this Schedule at the following Nursing Program campus(es):

Oceanside, CA

Within one week after the first day of class of each semester, Nursing Program shall provide to ATI via email an electronic roster with the names of all Students enrolled in each Nursing Program Class. Nursing Program shall require that all Students in each Nursing Program Class register online with ATI for use of the

Products and shall provide written notice to ATI of any changes in the Nursing Program Class list, including additions for new or transfer Students and deletions for Student who leave the Nursing Program. Nursing Program will notify ATI in writing within 30 days of any such change to the Student Enrollment.

3. ATI Services

ATI shall provide the following Services to Nursing Program under this Schedule, at no additional charge:

- (a) **Faculty Orientation & Implementation Meeting:** Prior to administering the ATI Products, an ATI consultant will meet with the nursing faculty (in person) to accomplish the following:
 - As described more fully below, create a policy for Student and faculty use of ATI Products
 - Explain how to navigate the website and reporting portal
 - Explain how to produce and interpret score reports and data
 - Identify and set an appropriate benchmark for the various Assessments and tutorials
 - Determine the best method of implementing ATI resources, including degree to which stakes are involved for Nursing Program
 - Discuss how to troubleshoot issues
- (b) **Student Orientation Tutorial:** Students are provided access to an ATI orientation tutorial located on their Student website, to assist with the following:
 - Explain who ATI is, and what ATI does
 - Explain the benefits of using ATI Products during nursing school as well as for NCLEX preparation
 - Explain how to navigate the Student website and reporting portal

Time spent in the tutorial will be tracked and a certificate of completion available for the Student. **It will also be recorded on the Student's transcript.**
- (c) **ATI Product Alignment to Curriculum:** As set forth in Section 4, below, ATI nurse educators will provide a blueprint for suggested mapping of ATI Products to Nursing Program curriculum.
- (d) **Complete Insights Reviews:** An ATI representative will meet with Nursing Program leadership on a semi-annual basis (or as agreed upon by both parties) to (i) review and interpret student performance data based on ATI Product usage as prepared by ATI, (ii) review ATI Product Alignment and Nursing Program Policies in relation to current Nursing Program and faculty practices, and (iii) collaborate with Nursing Program to develop mutually agreed upon action plans for improvement.

4. Nursing Program Obligations

- (a) Nursing Program will distribute to all students and faculty the Program Policies that the parties developed under Schedule A to the Agreement. Nursing Program will oversee implementation of the Program Policies and ensure that faculty adhere to specified requirements.
- (b) Nursing Program will utilize the ATI Product Alignment developed pursuant to Schedule A of the Agreement and provide the same to faculty for implementation.
- (c) Students must make every effort to attend all days of the ATI Live NCLEX Review. Students will also be enrolled in the Virtual-ATI Online NCLEX Review ("**Virtual-ATI**") for a 12-week access. Virtual-ATI includes a virtual "**classroom**" and a Virtual-ATI personal coach who will provide students with online practice Assessments, individualized remediation, and resources to help prepare for NCLEX. A "**Green Light**" may be awarded by the Virtual-ATI coach once a graduate has demonstrated readiness to test for NCLEX. At the end of the 12-week access, Nursing Program may purchase an additional 12 weeks of Virtual-ATI for a reactivation fee. Additional requirements regarding use of Virtual-ATI are set forth in the "**Virtual-ATI Terms**" found on the ATI website under "**Integration Resources**". **By signing this Agreement, Nursing Program indicates that it has read and understands the Virtual-ATI Terms.**
- (d) Nursing Program leadership will meet with ATI on a semi-annual basis, through meetings at Nursing Program facilities or by teleconference, to (i) review and interpret ATI Product usage and student performance data prepared by ATI, (ii) review ATI Product Alignment and Nursing Program Policies in relation to current Nursing Program and faculty practices, and (iii) collaborate with ATI on strategies for improvement. Based on agreed upon strategies, Nursing Program will implement appropriate measures designed to increase usage of ATI Products, improve student performance, and **carry out Nursing Program's Policies and the ATI Product Alignment.**
- (e) Nursing Program will require that Students successfully adhere to Nursing Program policies regarding student performance.
- (f) Nursing Program agrees that any data analytics Services performed by ATI hereunder are intended for the internal business uses of Nursing Program only and that such Services and any resulting reports, data, or methodologies used by ATI will not be disclosed by Nursing Program to any third party, unless compelled by law, in accordance with Section 6 of the Agreement.
- (g) Students must take the NCLEX exam within ninety (90) days of graduating from Nursing Program. For any Student who passes the NCLEX, Nursing Program **must provide ATI with written notice and a copy of the official NCLEX results indicating the Student's passage of the NCLEX exam. Such notice must be received by ATI within one hundred and eighty (180) days of the Student's Nursing Program Class graduation date.** ATI shall not accept any notice or documentation from any Student in connection with this section; all documentation and notice must be provided to ATI directly by Nursing Program.
- (h) Nursing Program understands that ATI Products and Services are not to be used as a substitute for professional medical judgment. ATI does not assume, **and hereby expressly disclaims, any responsibility for, or warranty regarding, Nursing Program's ability to satisfy or meet any accreditation requirements.** NURSING PROGRAM IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR MONITORING AND VERIFYING ITS INPUT TO THE ATI PRODUCTS AND SERVICES (INCLUDING WITHOUT LIMITATION NURSING PROGRAM DATA) AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY FINANCIAL, CLINICAL OR MEDICAL INFORMATION OR OTHER OUTPUT PROVIDED BY ATI PRODUCTS AND SERVICES. ATI shall be entitled to rely on the accuracy, truthfulness and completeness of all

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Nursing Program input into ATI Products and Services (including Nursing Program Data), and Nursing Program hereby releases ATI from any claims arising out of such improper reliance on Products or Services. ATI DOES NOT WARRANT THE PRODUCTS AND SERVICES PROCURED **HEREIN WILL MEET NURSING PROGRAM'S SPECIFIC REQUIREMENTS, NOR SHALL ATI BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT, OR DESTRUCTION OF NURSING PROGRAM DATA, FILES OR PROGRAMS.**

- (i) Personal or academic information regarding Students and information about Nursing Program submitted to ATI or any ATI System by Nursing Program or **Nursing Program administrators, faculty or staff ("Nursing Program Staff") or Students ("Nursing Program Data") is confidential information of Nursing Program (collectively, "Nursing Program Confidential Information") and shall be protected and safeguarded** by ATI pursuant to the terms of the Agreement. ATI and its licensors may compile and use statistical, diagnostic, technical or general usage information related to its Systems, and may in some cases make such information publicly available, provided that such information is aggregated, de-identified, and/or made anonymous and does not identify Nursing Program Confidential Information, personally identifiable Nursing Program Data or include Nursing **Program's name**. ATI retains all intellectual property rights in such aggregated and de-identified information.
- (j) Nursing Program permits ATI to use, publish, profit from and otherwise exploit any suggestion, enhancement request, customization request, recommendation or idea for improving or otherwise modifying any **of ATI's Products or Services ("Feedback") that Nursing Program or any Authorized Users** provide to ATI, without compensating or crediting Nursing Program or any Authorized User
- (k) Nursing Program shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Nursing Program Data.
- (l) Nursing Program shall not alter, reproduce or copy ATI Products in any way, and shall at all times assure that all copyright and other proprietary notices on ATI Products remain intact, unaltered and prominent. Nursing Program shall never claim or suggest that any ATI Product is other than the intellectual property of ATI or its affiliates.
- (m) Nursing Program shall not utilize or permit to be utilized any ATI Products for whom the applicable fee has not been paid to ATI.
- (n) In connection with any ATI presented workshop, presentation, and ATI Live NCLEX Review, Nursing Program agrees to provide a classroom or presentation space that is ADA compliant, suitable for the expected number of participants, with adjustable lighting, writing surfaces for participant note-taking, **and providing an unobstructed view of the ATI instructor and the instructor's presentation at no charge** to ATI. The **classroom/presentation space will be made available from 8:00am – 5:00pm (Course time: 9:00 am – 4:00 pm)**
- (o) Nursing Program agrees to provide audio visual equipment for an ATI Live NCLEX Review and any ATI presented workshop or presentation as follows:
 - A computer enabled with Microsoft Office Power Point (2007 or later), projection connectivity and high speed Internet Access
 - Overhead projector
 - Large projection screen
 - Podium with light and stool
 - Microphone/cordless microphone
 - Registration table for participant check-in, managed by Nursing Program

This equipment will be in working order and made available to the ATI instructor at the beginning of the time agreed upon herein. If the instructor encounters technical problems or complications, Nursing Program agrees to provide technical assistance as necessary. This equipment and any applicable assistance shall be provided to ATI and its instructor at no charge.

- a. Provide a site coordinator within the Nursing Program to assist ATI with site logistics, and resolve any issues with the classroom as soon as reasonably possible. Nursing Program agrees to provide at least fourteen (14) days prior notice of any cancellation of any scheduled ATI presentation or workshop.
 - b. Nursing Program agrees to allow ATI to fill any open seats in the ATI Live NCLEX Review classroom with students from other **institutions, where "open seats"** is defined as the difference between the number of seats in the class room and the number of participants identified.
 - c. Nursing Program agrees that, if any specifically designated ATI instructor/presenter is unable to instruct/present on the designated day (for example, due to sickness or travel difficulties), ATI will replace such instructor/presenter with another instructor/presenter to ensure the delivery of Services.
 - d. Unless separately agreed in writing otherwise by ATI and Nursing Program, ATI will be responsible for all travel and living expenses associated with travel by its instructors/consultants.
- (p) **Nursing Program will follow ATI's proctor guidelines and requirements in the administration of ATI Assessments and will use** reasonable methods to prevent cheating and unauthorized copying or distribution of ATI Assessments, including maintaining and enforcing a strict policy that prohibits and sanctions any form of cheating, distribution or use of unauthorized copies of Assessments, or other test misconduct.

5. ATI Program Manager by MedHub.

If Nursing Program has licensed use of ATI Program Manager by MedHub:

(a) Nursing Program acknowledges and agrees that no network security system can guarantee complete network security or prevent all unauthorized network access. Nursing Program will be responsible for maintaining access to the ATI Program Manager by MedHub server, which will include tracking log-in accounts and ensuring that adequate security precautions are in place to protect username and password information for such accounts. ATI shall not be liable for any unauthorized use of ATI Program Manager by MedHub, any use of ATI Program Manager by MedHub not in accordance with this Agreement, or any loss of data or functionality caused directly or indirectly by any Authorized Users.

(b) Prior to adding any Student records or data to ATI Program Manager by MedHub, Nursing Program will ensure that it has secured all necessary permissions from each such Student, including permission to send such records or data to third party clinical sites. Such student records may include immunization records

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if elected by Nursing Program. Given that all of a Student's immunization data generally appears in one record, Nursing Program understands and agrees, and will ensure each applicable Student understands and agrees, that clinical sites will receive a Student's entire immunization record, which may include immunization data that exceeds the applicable clinical site's specific requirements. Nursing Program assumes sole responsibility for collection and uploading of personal data of Students maintained in ATI Program Manager by MedHub and understands that ATI has no liability or obligation in connection with Nursing School's upload or transfer of such personal data to various third parties, as enabled by ATI Program Manager by MedHub. While Program Manager by MedHub includes functionality that allows Nursing Program to indicate whether a student has met applicable background checks and drug testing, it is strictly prohibited for Nursing Program to add reports or data which include the actual results or record of any background check or drug testing. Nursing Program is solely responsible for selecting third parties to whom Student data will be delivered and for establishing access levels with respect to Student data.

(c) While ATI Program by MedHub may offer references to certain accreditation standards and professional guidelines as well as sample documents such as a sample letter of good standing, Nursing Program understands that ATI is not offering or providing any form of legal or other professional advice and it is the sole obligation of Nursing Program to secure appropriate legal and professional guidance to ensure that its program meets all reporting, regulatory, legal, accreditation and other standards and that all documents are in order and meet Nursing Program's specific needs. Nothing in ATI Program Manager by MedHub should be deemed to replace decision making by Nursing Program or Nursing Program's ongoing obligation to oversee program compliance. Use of ATI Program Manager by MedHub does not guarantee that any accreditation, standards or any specific outcomes will be met for Nursing Program.

(d) To the extent Nursing Program utilizes features in ATI Program Manager by MedHub to upload contracts for purposes of managing clinical sites, Nursing Program understand and agrees that this is solely intended for Nursing Program's tracking of pertinent data, such as start and end data. ATI Program Manager by MedHub is not intended for use in any way connected to contract negotiation, drafting, processing of signatures, or invoicing and ATI offers no legal advice with respect to any of the foregoing.

(q) ATI does not review, verify, error check, or warrant the accuracy or fitness of any content or letters generated by or uploaded into ATI Program Manager by MedHub, nor does ATI warrant that the workflow process or system will be error-free, meet Nursing Program's requirements or comply with any applicable law, regulation or accreditation requirement. Certain modules provide output files regarding professional licensure status from various state and federal agencies. Nursing Program agrees that ATI does not verify, error check or warrant the accuracy or fitness of the output files or any information contained therein. Output files are intended for internal business purposes only and not for distribution outside Nursing Program.

(r) Nursing Program will ensure that only authorized Nursing Program Staff have access to and use of ATI Program Manager by MedHub and will remain responsible for (i) Nursing Program Staff's use of ATI Program Manager by MedHub; (ii) any use of ATI Program Manager by MedHub through Nursing Program's account, whether authorized or unauthorized, including without limitation, sharing of passwords (prohibited by ATI) or any other conduct that would violate the requirements of this Agreement applicable to Nursing Program; and (iii) the actions of Nursing Program Staff designated by Nursing Program to serve as technical administrator of ATI Program Manager by MedHub. ATI shall not be liable for any loss of data or functionality caused directly or indirectly by any Nursing Program Staff.

6. Consulting Services

In connection with any curriculum consulting Services provided to Nursing Program hereunder, Nursing Program shall:

- (a) Collaboratively develop a written schedule for such consulting Services with ATI representative;
- (b) Collaborate directly with ATI consultants regarding delivery of Services;
- (c) Provide meeting space with computer, data projector and internet access and schedule meeting times(s) with faculty as appropriate;
- (d) Ensure that all appropriate administrators, faculty, and students are available and present at all applicable meetings;
- (e) Provide requested materials and task completion as requested by ATI for successfully progressing through the project phases; and
- (f) Provide documents requested by ATI of the Nursing Program at least 2 weeks prior to the scheduled date of the initiation of consulting Services in order to avoid delays and rescheduling. ATI is not responsible for delays caused by the Nursing Program's failure to provide the required material.

Nursing Program represents and agrees that:

- (a) Nursing Program has received all necessary State Board of Nursing and State Department of Education approvals for its nursing program and remains in compliance with applicable regulations and standards;
- (b) Nursing Program is solely responsible for ensuring that the curriculum and related materials meet all applicable regulations, rules, guidelines, and other accreditation, government, agency, and licensing requirements; ATI assumes no responsibility for any aspect of Nursing Program's licensure, credentialing, or accreditation.
- (c) Nursing Program has a designated dean or director providing leadership over the nursing program;
- (d) Nursing Program has developed and maintains policies sufficient to support its nursing program;
- (e) Nursing Program has defined faculty responsibilities and expectations for its nursing program;
- (f) Nursing Program understands that the following circumstances may impact the overall effectiveness and outcomes of ATI's consulting Services:
 - Faculty workload, attrition, and experience
 - Faculty preparedness, willingness to adopt practices, and engagement
 - Timeliness in communication with ATI
 - Necessary resources to facilitate meetings
- (g) Following completion of ATI's consulting Services, ATI will provide to Nursing Program the following deliverables: a written summary report summarizing Services provided by ATI, and a copy of all documents developed by ATI during consulting visits.

7. Fees and Payment Schedule

(a) For the Products and Services noted above, Nursing Program shall pay to ATI \$2,450 per RN Student ("Fee"), to be invoiced and paid in accordance with this Section 7. All invoices are due and payable in accordance with the Agreement. Use of the Products and Services by Nursing Program at any campus beyond those specified in Section 2, above, will require a separate Schedule and payment of separate fees to ATI, as agreed in writing by the parties.

(b) Per Term Payments: On or before ten (10) days after the applicable term's add/drop period, Nursing Program will provide ATI with a Student enrollment count for the applicable Nursing Program Class. ATI will provide an ATI Order based on the actual Student enrollment and a per Student fee for each term as follows:

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Nursing Program Classes	First Term	Second Term	Third Term	Fourth Term	Total Fee
Starting with 1222	\$612.50	\$612.50	\$612.50	\$612.50	\$2,450.00

ATI will invoice the Nursing Program for the actual Student count within two (2) days after receiving the Student enrollment count, and purchase order if a purchase order is required, provided that, Nursing Program's failure to provide a purchase order within the time period specified herein shall not delay Nursing Program's payment of all applicable invoices in accordance with the terms of the Agreement.

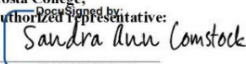
For all Nursing Program payments due in January, the parties agree that ATI will invoice Nursing Program in the immediately preceding December based on ATI's projection of Nursing Program's Student enrollment count, as determined by past enrollments, and, after receiving the actual Student enrollment count in January, ATI will adjust Nursing Program's balance to account for any necessary additional invoiced amounts or credits due to Nursing Program.

(c) The Fee for any Student transferring into a Nursing Program Class after commencement of said Class shall be prorated based on the number of terms/semesters of the Nursing Program Class, but in no event shall said Fee be less than one thousand dollars (\$1,000) for any such transferring Student.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Assessment Technologies Institute, LLC,
 DocuSigned by:
 by its authorized representative:

 (Signature) 6F2CEF37C7674E6...
 Mike Lynch
 (Print Name)
 Executive Vice President
 (Title)
 6/16/2020 | 2:40 PM CDT
 (Date)

Mira Costa College,
 DocuSigned by:
 by its authorized representative:

 (Signature) 2E55A0FBEFF3481...
 Sandra Ann Comstock
 (Print Name)
 Associate Dean
 (Title)
 6/16/2020 | 9:56 AM PDT
 (Date)

AMENDMENT TO ATI COMPLETE PARTNERSHIP AGREEMENT

This Amendment (the "Amendment") is entered into by and between Assessment Technologies Institute, LLC ("ATI") and Mira Costa College ("Nursing Program") to amend the ATI Complete Partnership Agreement between ATI and Nursing Program dated November 17, 2017, and the Schedule B dated June 16, 2020 (the "Agreement").

WHEREAS, ATI and Nursing Program desire to amend the original terms of the Agreement in accordance with the following Amendment:

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Nursing Program and ATI have been operating, in good faith, under the terms of the Agreement as of the Effective Date, however, Nursing Program desires to replace the name of the signatory on the Agreement to the authorized signatory named below. Accordingly, the Agreement is hereby ratified and deemed effective, as of the Effective Date, and, for purposes of this Agreement, the undersigned shall be deemed the signatory of the Agreement on behalf of Nursing Program, as of the Effective Date.
2. The amendments set forth herein are limited precisely as written and shall not be deemed to be a consent or waiver of any other terms or condition of the Agreement as now amended. Except as expressly amended herein, all terms contained in the Agreement shall remain in full force and effect.
3. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Copies of this Amendment, including any copy with a facsimile signature, shall have the same force and effect as the original.

IN WITNESS WHEREOF, this Amendment shall become effective when signed by both parties below ("Effective Date").

For Assessment Technologies Institute, LLC:

DocuSigned by:
Mike Lynch
6F2CE37C7874E6...

Mike Lynch
(Print Name)
Executive Vice President
(Title)

3/24/2021 | 3:33 PM CDT
(Date)

Mira Costa College:

M. Hernandez
(Signature of Authorized Representative)

Mina Hernandez
(Print Name)
Director, Purchasing & Material Management
(Title)

March 23, 2021
(Date)

ATI COMPLETE PARTNERSHIP AGREEMENT

This ATI Complete Partnership Agreement (this "Agreement") is entered into by and between Assessment Technologies Institute, L.L.C., with its principal place of business at 11161 Overbrook Road, Leawood, KS 66211 ("ATI") and Mira Costa College, with its principal place of business at 1 Barnard Drive, Oceanside, CA 92056 ("Nursing Program") (referred to collectively herein as "the Parties") and contains terms and conditions governing Nursing Program's procurement of Products and Services from ATI. This Agreement shall be binding when signed by the Parties (the "Effective Date").

1. PURPOSE. This Agreement sets forth terms and conditions under which ATI shall license ATI Products and provide ATI Services to Nursing Program. "Products" shall mean ATI's proprietary products, including all related books, videos, curriculum content, documentation, manuals, guides, practice and proctored assessments ("Assessment(s)"), and other materials, and any copies, in any form or medium delivered or made accessible to Nursing Program, including all updates and revisions made by ATI thereto. "Services" shall mean any service provided by ATI to the Nursing Program in connection with Product(s) or otherwise. Any schedules ("Schedules") attached hereto, or signed by the Parties subsequent to the Effective Date of this Agreement, shall be incorporated into and made a part of this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of a Schedule, the terms of said Schedule shall prevail.

2. LICENSE GRANT AND RESTRICTIONS.

(a) **License Grant.** Subject to the terms herein, ATI grants to Nursing Program a non-exclusive, non-transferrable, non-sublicensable right to access and use the Products and Services delivered or made available online to Nursing Program by ATI ("License"), as set forth in Schedule A and described in an ATI Comprehensive Assessment and Remediation Program order form or any future form used by ATI for Product orders ("ATI Order"). Products may be used only by Nursing Program's enrolled students (each, a "Student"), administrators, faculty, and staff in the United States (collectively, "Authorized Users"), in connection with the Nursing Program class identified in Schedule A ("Nursing Program Class") during the period a Student is enrolled in Nursing Program's nursing program. This License term ("License Term") for each Nursing Program Class's use of the Products and Services shall begin upon the applicable Nursing Program Class curriculum start date ("License Start Date") and, unless terminated earlier pursuant to this Agreement, shall terminate one year after said Nursing Program Class's graduation date, except as otherwise specified in Schedule A ("License End Date"). Product enhancements made available by ATI during the License Term shall be provided to Nursing Program at no additional charge.

(b) **Security of ATI Products and Services.** Nursing Program shall supervise use of the Products and Services by Authorized Users and take reasonable measures to allow only Authorized Users to access the Products and Services. Nursing Program shall comply with ATI's proctoring requirements as they related to administration of ATI Assessments, which shall be provided by ATI in writing to Nursing Program. Nursing Program shall take reasonable measures to prevent Authorized Users from misusing and improperly sharing Products and Services and will have clear policies, actively enforced by Nursing Program, that prohibit any form of cheating on ATI Assessments, including but not limited to, any copying, reproduction, sharing or distribution of all or part of any ATI Assessment. Nursing Program shall not (and take reasonable steps to ensure Authorized Users do not) (i) modify, translate, copy, reproduce, disassemble, decompile, or create derivative works of the Products or Services or any portion thereof; and (ii) transfer, loan, rent, lease, distribute, or grant any rights in any form in or to Products or Services or remove or obscure any copyright or other proprietary notice, labels or proprietary marks therein. All Products and Services are subject to copyright and contain confidential and trade secret information belonging to ATI and Nursing Program agrees not to disclose any Product or Services, or portion thereof, to any person who is not an Authorized User. If Nursing Program is obtaining online access to Products hosted on ATI's servers, Nursing Program, including Authorized Users, shall receive and utilize access information, such as passwords and usernames, ("Access Information") to permit Product access. Nursing Program shall implement reasonable measures to safeguard against improper sharing or unauthorized use of such Access Information.

(c) **Termination of License.** ATI may terminate the License by written notice (i) with immediate effect if Nursing Program infringes or misappropriates any ATI IP rights (as defined in Section 4), if ATI determines that the security and integrity of any ATI Assessment(s) would be at risk through continued use by Nursing Program, or if Nursing Program breaches any material License provision contained in this Section 2, or (ii) if Nursing Program fails to cure any other material breach of this Agreement within thirty (30) days after receipt of written notice from ATI. On the License End Date, or in the

event of an earlier License termination under this Section 2, Nursing Program shall make no further use of the Products or Services and, in the event of a breach of this Section 2, ATI shall deactivate Nursing Program's access to the Products and Services licensed hereunder.

3. ORDER; PAYMENT

(a) **Orders.** For each Nursing Program Order for ATI Products and Services hereunder, the Parties shall execute a Schedule which shall include (i) a list the Products; (ii) a mutually agreeable description of Services to be performed, including the obligations of the Parties; and (iii) Product and Services fees due under the Schedule, including any specific invoicing periods. As ATI Product pricing is per Student, Nursing Program shall promptly notify ATI of any new Student(s) joining the program after Nursing Program has commenced use of the Products and Nursing Program shall be responsible for payment of additional fees for any such additional Student(s) in accordance with Schedule A.

(b) **Product and Services Fees Payment.** Product and Services fees noted in the applicable Schedule are due and payable net thirty (30) days from the invoice date. Notwithstanding the foregoing, ATI reserves the right to require pre-payment of all or a portion of the Product and Services fees prior to delivering or providing access to Products and/or prior to delivering Services. Any amounts which are not paid when due shall bear interest at one and one half percent (1.5%) per month or the maximum legal rate, if less.

(c) **Taxes.** All fees noted on a Schedule are exclusive of any sales, use, value added or other taxes, fees, or costs which may be imposed, levied, or assessed against the sale, licensing, delivery, or use of Product(s) or Services. Nursing Program shall pay all taxes that may become due as a result of this Agreement, excepting only ATI's income and payroll related taxes. ATI shall invoice Nursing Program for all such taxes, which may be paid by ATI unless, prior to Product delivery or commencement of applicable Services, Nursing Program provides ATI with a valid tax-exempt certificate.

4. PROPRIETARY RIGHTS. Nursing Program acknowledges that the Products and Services materials, as well as ATI's proprietary information, tools, methods, programs, software, and prior developed intellectual property, are the sole and exclusive intellectual property of ATI or its licensors ("ATI IP") and, other than as expressly set forth in this Agreement, no license or other rights in or to the Products or Services are granted to Nursing Program, and all such licenses and rights are hereby expressly reserved by ATI. Nursing Program's limited right to use such ATI IP shall be governed by the licensing, confidentiality, and other use restriction provisions of this Agreement. ATI's names, and its product and Services names, are trademarks and service marks belonging to ATI. All rights reserved. No part of the ATI materials may be resold, licensed, copied, transferred, distributed, stored, reproduced, or disclosed to any third party without written permission of ATI. Nursing Program is not permitted to use any ATI Services material or content for the delivery of its own presentation or workshop. To the extent that any ATI IP is included in any consulting/workshop Services, Nursing Program may use such ATI IP pursuant to the License and solely for its own internal business purpose, provided that use of any ATI proprietary software shall not be included in such License and is restricted solely to use by ATI in connection with ATI's delivery of such consulting/workshop Services. ATI reserves the right to seek all legal and equitable rights and remedies available to ATI for any Nursing Program use of ATI IP in violation of this Agreement.

5. WARRANTIES AND DISCLAIMERS. ATI warrants that (i) for 90 days after delivery of, or Nursing Program receiving access to, the Products, the media and documentation supplied by ATI to Nursing Program shall be free from material defects in materials and workmanship under normal use and that the Products shall perform in all material respects in accordance with the documentation provided ("Product Warranty") and (ii) Services shall be performed in a good workmanlike manner consistent with generally accepted industry standards ("Services Warranty"). For a breach of Product Warranty which is reported during the Product Warranty period, ATI shall correct or replace the Product or, if such is not practical in ATI's judgment, refund amounts paid for such defective Product. For a breach of Services

Warranty which is reported to ATI no later than thirty (30) days following performance of the defective Service, ATI shall re-perform such defective Service at no cost to Nursing Program or, if re-performance is not practical in ATI's judgment, provide to Nursing Program a refund for amounts paid for the defective Service. Nursing Program acknowledges that Products are intended solely for academic purposes and that Authorized Users should NOT rely on the Products as a reference for administering medications or patient care. Nursing Program hereby releases ATI from any claims arising out of such improper reliance on Products or Services. THIS SECTION SETS FORTH ATI'S SOLE LIABILITY AND NURSING PROGRAM'S SOLE REMEDY FOR BREACH OF WARRANTY. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED. ATI DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PRODUCTS OR SERVICES SHALL BE ERROR FREE OR UNINTERRUPTED. ATI shall have no obligations under this Section 5 if the breach is caused by Nursing Program's improper use or modification of a Product.

6. CONFIDENTIAL INFORMATION. The Parties agree that (i) this Agreement, any Schedules and Orders, and the Products and Services provided hereunder incorporate confidential information of ATI and that personal or academic information regarding Students is confidential information of Nursing Program, and (ii) each party may receive or have access to confidential and proprietary information ("Receiving Party") of the other party ("Disclosing Party"), whether orally or in writing, that is marked as confidential or that should reasonably be understood to be confidential given the nature of the information (collectively, "Confidential Information"). Confidential Information shall not include any information that can be shown by the Receiving Party to be (i) generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) independently developed by the Receiving Party without any breach of any obligation owed to the Disclosing Party; or (iv) received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written consent. Each party shall protect the Confidential Information of the other party in the same manner that it protects its own confidential and proprietary information, but in no event less than reasonable care. If Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent permitted by law). Each party reserves the right to seek injunctive relief, in addition to any other remedies available at law, to protect its Confidential Information.

7. INDEMNIFICATION. Subject to this Section 7, if an action is brought against Nursing Program claiming that Products, when used in accordance with ATI Product manuals and guides and this Agreement, infringes a valid patent or registered copyright, or misappropriates a trade secret, ATI shall defend Nursing Program at ATI's expense and pay the damages and costs finally awarded against Nursing Program in relation to the infringement or misappropriation action, but only if (i) Nursing Program notifies ATI promptly upon learning that an action has been or might be asserted, (ii) ATI has sole control over the defense of the action and any negotiation for its settlement or compromise, and (iii) Nursing Program fully cooperates in ATI's defense of such action. ATI shall have no obligation or liability under this Section 7 if the action results from (i) a modification or improper use of such Product, (ii) the failure to promptly replace a Product with a new Product when notified by ATI that the replacement Product would have eliminated the actual or alleged infringement or misappropriation, (iii) the use of any non-ATI product, information, design, specification, instruction, software, data, or material in combination with the Product where such infringement would not have arisen but for such combination, or (iv) ATI's compliance with designs, plans or specifications furnished by Nursing Program. If a covered claim described in this Section may be or has been asserted, Nursing Program shall permit ATI, at ATI's option and expense, to (i) secure the right for Nursing Program to continue using the Product, (ii) replace, modify, or create a workaround for the Product to eliminate the infringement or misappropriation while providing functionally equivalent performance, or (iii) terminate the applicable License and, upon Nursing Program's return of the infringing Product, refund to

Nursing Program the amount actually paid to ATI for such Product. THIS SECTION 7 SETS FORTH ATI'S SOLE LIABILITY AND NURSING PROGRAM'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM.

8. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCE SHALL EITHER PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES EXCEED IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT THE TOTAL AMOUNT THAT NURSING PROGRAM ACTUALLY PAID FOR THE SPECIFIC PRODUCT OR SERVICE WHICH IS THE SUBJECT OF SUCH ACTION OR PROCEEDING IN THE PRIOR TWELVE (12) MONTHS, PROVIDED, HOWEVER, THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR RELIEVE NURSING PROGRAM OF ITS OBLIGATION TO MAKE FULL PAYMENT OF ALL AMOUNTS DUE HEREUNDER.

9. HIGH-STAKES USE. Nursing Program acknowledges and understands that ATI discourages use of ATI Products, Services and Assessments as the sole criterion to determine student advancement, graduation, or readiness to sit for any licensure exam ("High-Stakes Use"). ATI disclaims any and all responsibility, liability or obligation in connection with any High-Stakes Use, policy or practice by Nursing Program. Nursing Program shall defend, indemnify and hold harmless ATI and its affiliates, directors, employees, agents, successors and assigns from and against any claim, liability, damage, cost or expense arising out of or related to Nursing Program's High-Stakes Use of any ATI Products, Services or Assessments.

10. MISCELLANEOUS

(a) **No Agency.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

(b) **Force Majeure.** Neither party shall be considered in breach of its obligations under this Agreement due to any failure to perform such obligations arising out of causes beyond the reasonable control, and without the fault or negligence, of such party. Such causes shall not excuse Nursing Program from paying accrued amounts due to ATI through any available lawful means acceptable to ATI. If any such causes continue to prevent or delay performance for more than 180 days, ATI may terminate this Agreement, effective immediately upon notice to Nursing Program.

(c) **Notice.** All notices or approvals required or permitted under this Agreement shall be given in writing and signed by the authorized representatives of the Parties hereto. All such notices shall be hand delivered or sent to the Parties' respective addresses first set forth above or to such other address as either party may specify by written notice to the other. No failure or delay by either party to exercise any right or remedy specified herein shall be construed as a current or future waiver of such remedy or right, unless said waiver is in writing.

(d) **Amendments.** This Agreement may be superseded or modified solely by written agreement signed by the authorized representatives of both parties hereto, which specifically acknowledges the existence of this Agreement and that it is being superseded or modified by the terms of such subsequent written agreement.

(e) **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Kansas, U.S.A., excluding its conflict of law principles, and consent to exclusive jurisdiction in the state and federal courts located in Johnson County in any action related to this Agreement. In the event of any action related to this Agreement, the court shall have the power to award costs and attorney's fees to the prevailing party in such action. The parties specifically agree to exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act in the form adopted by any state from governing this Agreement and any transaction between the parties that may be implemented in connection herewith. All provisions of this Agreement that by their nature are intended to survive expiration or termination shall survive.

(f) **Assignment.** Nursing Program may not assign any of its obligations, rights or remedies hereunder, in whole or in part, without the express written approval of ATI.

(g) **Restricted Government Rights.** The Products were developed solely at private expense, contain "restricted computer software" submitted with restricted rights in accordance with the US FAR 52.227-19 (a) through (c) of the Commercial Computer Software License (Dec 2007) Clause and its successors, and in all respects is proprietary data belonging to ATI and/or its suppliers. For US Department of Defense units, the Products are considered commercial computer software in accordance with US DFARS 227.7202-3 and its successors, and use, duplication, or disclosure by the US Government is subject to the restrictions set forth herein.

(h) **Publicity.** Nursing Program permits ATI to use Nursing Program's name and logo in ATI's list of customers and ATI Complete Partnership customers, including but not limited to in ATI's marketing and website materials, provided that ATI shall not include any statement indicating Nursing Program's endorsement of ATI or any ATI Product or Service without Nursing Program's express written authorization. Any use beyond the foregoing shall require Nursing Program's prior written permission.

(i) **Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

(j) **Export Regulations.** Nursing Program acknowledges that ATI deliverables are subject to export controls and agrees to strictly comply with all applicable U.S. export controls and regulations and will not export any ATI deliverables outside of the U.S.

(k) **Entire Agreement.** The terms set forth herein constitute the entire agreement between the Parties with respect to Nursing Program's procurement and use of Product(s) and Services from ATI. This Agreement shall override and replace all terms contained in any Nursing Program purchase order accepted by ATI. These terms supersede and exclude all prior


or contemporaneous proposals, understandings, agreements, negotiations, and representations, whether oral or written, with respect to the subject matter of this Agreement.

11. **SCHEDULES.** The following attached Schedules are incorporated by reference into and made a part of this Agreement:


Schedule A – ATI Complete Partnership Agreement - Additional Terms and Conditions

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Assessment Technologies Institute, LLC, by its authorized representative:

Signature: 
Name: Scott R. Barnes
Title: RVP - Complete Partnership's
Date: 11/17/17

Nursing Program, by its authorized representative:

Signature: 
Name: Sandra Comstock
Title: Assoc. Dean / Director
Date: 11/16/17

SCHEDULE A

ATI Complete Partnership Agreement Additional Terms and Conditions

This Schedule A ("this Schedule") sets forth additional terms and conditions of the ATI Complete Partnership Agreement entered into by Nursing Program. This Schedule is subject to the terms of the ATI Complete Partnership Agreement between ATI and Nursing Program ("Agreement"). Terms used herein shall have the same meaning as set forth in the Agreement, unless separately defined herein. In the event of any inconsistency between the terms of the Agreement and this Schedule, this Schedule shall prevail.

1. Products

(a) The following ATI Products are procured by Nursing Program and licensed by ATI for use with Nursing Program cohorts with a curriculum start date between the period beginning Dec. 1, 2017, and ending Nov. 30, 2020 (each such cohort referred to herein as the "Nursing Program Class" and collectively referred to herein as the "Nursing Program Classes"), subject to the terms of the Agreement and this Schedule:

CARP (Comprehensive Assessment & Review Program)	Real Life: Clinical Reasoning Scenarios
CMS Proctored Assessments	Nurses Touch Tutorials
CMS Online Practice Assessments	Sigma Theta Tau Nurse Manager Certificate Program – RN Only
Comprehensive Predictor - Proctored & Online Practice Assessments	Test Taking Strategies Seminar
Focused Review Modules	Learning Strategies Book
Video Case Studies	Jones & Bartlett Drug Guide (eBook version)
Nurse Logic 2.0	Active Stack: Pharmacology Online Flash Cards
Learning System	NCLEX Reviews
Self-Assessment Inventory	Capstone Content Review
Critical Thinking Entrance/Exit Test	Virtual ATI
Skills Modules	Comprehensive or Customized Live NCLEX Review*
Dosage Calculations and Safe Medication Administration 2.0	Faculty Resources:
Pharmacology Made Easy 3.0	C-MAP (Curriculum Mgmt. and Articulation Program)
Dosage Calculation Proctored Assessments	ATI Pulse
Anatomy and Physiology Assessment Package	Four (4) Total Days of Consulting with an ATI Nurse Consultant**
Achieve Tutorial	ATI Academy Premium Membership
	Educating Nurses Faculty Annual Subscription***

* Live NCLEX Reviews require a minimum of 10 Students.

** Consulting will be limited to four (4) days, with topics to be selected from an ATI list of available topics. Consulting must be completed within two (2) years from the Effective Date of this Agreement. No credits or refunds will be provided for Consulting not used within the two (2) year period.

*** Nursing Program will receive an annual subscription to Renewal of EducatingNurses.com for the duration of this Agreement, provided that such subscription is subject to ATI's continued status as a reseller of EducatingNurses.com and further provided that EducatingNurses.com license terms will be between Nursing Program and Educating Nurses LLC.

Except for ATI's proctored Assessments and Faculty Resources listed above, Students will have access to the above ATI Products procured hereunder until the period ending one year after the applicable Nursing Program Class graduation date.

(b) Nursing Program Classes

The Products noted in Section 1(a) above are procured by Nursing Program and licensed by ATI for use with all Students enrolled in Nursing Program Classes, as well as any Nursing Program Class(es) added by ATI Order Form or a written amendment to this Schedule A signed by both parties.

2. Student Enrollment

Under the ATI Complete Partnership Agreement, for the full duration of each of the above Nursing Program Classes, Nursing Program will procure the Products and pay the per Student Fee set forth in Section 7, below, for all Students enrolled in said Nursing Program Classes specified in Section 1 of this Schedule at the following Nursing Program campus(es):

Oceanside, CA

Within one week after the first day of class of each semester, Nursing Program shall provide to ATI via email an electronic roster with the names of all Students enrolled in each Nursing Program Class. Nursing Program shall require that all Students in each Nursing Program Class register online with ATI for use of the Products and shall provide written notice to ATI of any changes in the Nursing Program Class list, including additions for new or transfer Students and deletions for Student who leave the Nursing Program. Nursing Program will notify ATI in writing within 30 days of any such change to the Student Enrollment.

3. ATI Services

ATI shall provide the following Services to Nursing Program under this Schedule, at no additional charge:

- (a) **Faculty Orientation & Implementation Meeting:** Prior to administering the ATI Products, an ATI consultant will meet with the nursing faculty (in person) to accomplish the following:
- As described more fully below, create a policy for Student and faculty use of ATI Products
 - Explain how to navigate the website and reporting portal
 - Explain how to produce and interpret score reports and data

(Rev 4.17)

- Identify and set an appropriate benchmark for the various Assessments and tutorials
 - Determine the best method of implementing ATI resources, including degree to which stakes are involved for Nursing Program
 - Discuss how to troubleshoot issues
- (b) **Student Orientation Tutorial:** Students are provided access to an ATI orientation tutorial located on their Student website, to assist with the following:
- Explain who ATI is, and what ATI does
 - Explain the benefits of using ATI Products during nursing school as well as for NCLEX preparation
 - Explain how to navigate the Student website and reporting portal
- Time spent in the tutorial will be tracked and a certificate of completion available for the Student. It will also be recorded on the Student's transcript.
- (c) **ATI Product Alignment to Curriculum:** As set forth in Section 4, below, ATI nurse educators will provide a blueprint for suggested mapping of ATI Products to Nursing Program curriculum.
- (d) **Complete Insights Reviews:** An ATI representative will meet with Nursing Program leadership on a semi-annual basis (or as agreed upon by both parties) to (i) review and interpret student performance data based on ATI Product usage as prepared by ATI, (ii) review ATI Product Alignment and Nursing Program Policies in relation to current Nursing Program and faculty practices, and (iii) collaborate with Nursing Program to develop mutually agreed upon action plans for improvement.

4. Nursing Program Obligations

- (a) Within sixty (60) days of the Effective Date of the Agreement, ATI and Nursing Program will develop mutually agreed upon written Nursing Program policies ("Program Policies") for distribution to all students and faculty regarding use of ATI Products by Nursing Program. The Program Policies will include, at a minimum, the following:
- benchmarks for student performance on ATI Assessments
 - detailed description of how ATI Products are implemented and used by Nursing Program, including for assessments and tutorial use
 - including ATI Products in each course syllabus
 - policy for student grading, including what percent of students' course grades will be tied to ATI Products
 - admissions policy reflective of industry standards
- Nursing Program will oversee implementation of the Program Policies, and ensure that faculty adhere to specified requirements.
- (b) ATI will create a detailed Product alignment blueprint ("ATI Product Alignment"), recommending placement of ATI's Products in relation to Nursing Program curriculum. After studying the curriculum and course descriptions provided by the Nursing Program, ATI educators will match ATI content with Nursing Program courses and syllabi. The ATI Product Alignment will be delivered in hard copy and/or electronic format, and will be reviewed with the Nursing Program director and faculty. The Nursing Program director will sign-off on the ATI Product Alignment and any changes must be mutually agreed upon, in writing, by the parties. Nursing Program will provide the ATI Product Alignment to faculty for implementation.
- (c) Students must make every effort to attend all days of the ATI Live NCLEX Review. Students will also be enrolled in the Virtual-ATI Online NCLEX Review ("Virtual-ATI") for a 12-week access. Virtual-ATI includes a virtual "classroom" and a Virtual-ATI personal coach who will provide students with online practice Assessments, individualized remediation, and resources to help prepare for NCLEX. A "Green Light" may be awarded by the Virtual-ATI coach once a graduate has demonstrated readiness to test for NCLEX. At the end of the 12-week access, Nursing Program may purchase an additional 12 weeks of Virtual-ATI for a \$75 reactivation fee. Additional requirements regarding use of Virtual-ATI are set forth in the "Virtual-ATI Terms" found on the ATI website under "Integration Resources". By signing this Agreement, Nursing Program indicates that it has read and understands the Virtual-ATI Terms.
- (d) Within thirty (30) days of the Effective Date of the Agreement, Nursing Program and ATI will determine and document required ATI Academy webinars assigned for each faculty, with scheduled timeframes for completion. All faculty will be required to complete their assigned ATI Academy webinars, which, for each, will, at a minimum, include webinars that directly relate to the course(s) they teach.
- (e) Nursing Program leadership will meet with ATI on a semi-annual basis, through meetings at Nursing Program facilities or by teleconference, to (i) review and interpret ATI Product usage and student performance data prepared by ATI, (ii) review ATI Product Alignment and Nursing Program Policies in relation to current Nursing Program and faculty practices, and (iii) collaborate with ATI on strategies for improvement. Based on agreed upon strategies, Nursing Program will implement appropriate measures designed to increase usage of ATI Products, improve student performance, and carry out Nursing Program's Policies and the ATI Product Alignment.
- (f) Nursing Program will require that Students successfully adhere to Nursing Program policies regarding student performance
- (g) Nursing Program agrees that any data analytics Services performed by ATI hereunder are intended for the internal business uses of Nursing Program only and that such Services and any resulting reports, data, or methodologies used by ATI will not be disclosed by Nursing Program to any third party, unless compelled by law, in accordance with Section 6 of the Agreement.
- (h) Students must take the NCLEX exam within ninety (90) days of graduating from Nursing Program. For any Student who passes the NCLEX, Nursing Program must provide ATI with written notice and a copy of the official NCLEX results indicating the Student's passage of the NCLEX exam. Such notice must be received by ATI within one hundred and eighty (180) days of the Student's Nursing Program Class graduation date. ATI shall not accept any notice or documentation from any Student in connection with this section; all documentation and notice must be provided to ATI directly by Nursing Program.
- (i) In connection with Nursing Program's use of ATI Products and Services, in addition to the other Nursing Program obligations set forth above in this Schedule and the Agreement:

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- (1) Nursing Program shall not alter, reproduce or copy ATI Products in any way, and shall at all times assure that all copyright and other proprietary notices on ATI Products remain intact, unaltered and prominent. Nursing Program shall never claim or suggest that any ATI Product is other than the intellectual property of ATI or its affiliates.
- (2) Nursing Program shall not utilize or permit to be utilized any ATI Products for whom the required student fee has not been paid to ATI.
- (3) In connection with any ATI presented workshop, presentation, and ATI Live NCLEX Review, Nursing Program agrees to provide a classroom or presentation space that is ADA compliant, suitable for the expected number of participants, with adjustable lighting, writing surfaces for participant note-taking, and providing an unobstructed view of the ATI instructor and the instructor's presentation at no charge to ATI. The classroom/presentation space will be made available from 8:00am – 5:00pm (Course time: 9:00 am – 4:00 pm)
- (4) Nursing Program agrees to provide audio visual equipment for an ATI Live NCLEX Review and any ATI presented workshop or presentation as follows:
 - A computer enabled with Microsoft Office Power Point (2007 or later), projection connectivity and high speed Internet Access
 - Overhead projector
 - Large projection screen
 - Podium with light and stool
 - Microphone/cordless microphone
 - Registration table for participant check-in, managed by Nursing Program

This equipment will be in working order and made available to the ATI instructor at the beginning of the time agreed upon herein. If the instructor encounters technical problems or complications, Nursing Program agrees to provide technical assistance as necessary. This equipment and any applicable assistance shall be provided to ATI and its instructor at no charge.
- (5) Provide a site coordinator within the Nursing Program to assist ATI with site logistics, and resolve any issues with the classroom as soon as reasonably possible. Nursing Program agrees to provide at least fourteen (14) days prior notice of any cancellation of any scheduled ATI presentation or workshop.
- (6) Nursing Program agrees to allow ATI to fill any open seats in the ATI Live NCLEX Review classroom with students from other institutions, where "open seats" is defined as the difference between the number of seats in the class room and the number of participants identified.
- (7) Nursing Program agrees that, if any specifically designated ATI instructor/presenter is unable to instruct/present on the designated day (for example, due to sickness or travel difficulties), ATI will replace such instructor/presenter with another instructor/presenter to ensure the delivery of Services.
- (8) Unless separately agreed in writing otherwise by ATI and Nursing Program, ATI will be responsible for all travel and living expenses associated with travel by its instructors/consultants.
- (9) Nursing Program will follow ATI's proctor guidelines and requirements in the administration of ATI Assessments and will use reasonable methods to prevent cheating and unauthorized copying or distribution of ATI Assessments, including maintaining and enforcing a strict policy that prohibits and sanctions any form of cheating, distribution or use of unauthorized copies of Assessments, or other test misconduct.

5. Consulting Services

In connection with any curriculum consulting Services provided to Nursing Program hereunder,

Nursing Program shall:

- (a) Collaboratively develop a written schedule for such consulting Services with ATI representative;
- (b) Collaborate directly with ATI consultants regarding delivery of Services;
- (c) Provide meeting space with computer, data projector and internet access and schedule meeting times(s) with faculty as appropriate;
- (d) Ensure that all appropriate administrators, faculty, and students are available and present at all applicable meetings;
- (e) Provide requested materials and task completion as requested by ATI for successfully progressing through the project phases; and
- (f) Provide documents requested by ATI of the Nursing Program at least 2 weeks prior to the scheduled date of the initiation of consulting Services in order to avoid delays and rescheduling. ATI is not responsible for delays caused by the Nursing Program's failure to provide the required material.

Nursing Program represents and agrees that:

- (a) Nursing Program is solely responsible for ensuring that the curriculum and related materials meet all applicable regulations, rules, guidelines, and other accreditation, government, agency, and licensing requirements;
- (b) Nursing Program has a designated dean or director providing leadership over the nursing program;
- (c) Nursing Program has developed and maintains policies sufficient to support its nursing program;
- (d) Nursing Program has defined faculty responsibilities and expectations for its nursing program;
- (e) Nursing Program understands that the following circumstances may impact the overall effectiveness and outcomes of ATI's consulting Services.
 - Faculty workload, attrition, and experience
 - Faculty preparedness, willingness to adopt practices, and engagement
 - Timeliness in communication with ATI
 - Necessary resources to facilitate meetings
- (f) Following completion of ATI's consulting Services, ATI will provide to Nursing Program the following deliverables: a written summary report summarizing Services provided by ATI, and a copy of all documents developed by ATI during consulting visits.

6. Fees and Payment Schedule

(Rev 4.17)

6

(a) For the Products and Services noted above, a total fee to ATI of \$2,100 per RN student ("Fee") is to be paid in accordance with this Section 6.

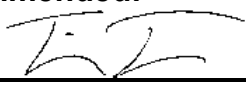
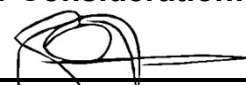
(b) Per term payments: For institutional billing, on or before ten (10) days after the applicable term's add/drop period, Nursing Program will provide ATI with a Student enrollment count for the applicable Nursing Program Class. For direct Student payments, ATI will provide Student payment letters prior to semester start date, and a per Student fee for each term will be as follows:

Nursing Program Classes	First Term	Second Term	Third Term	Fourth Term	Total Fee
Starting with 1219 Graduates	\$525	\$525	\$525	\$525	\$2,100

For all new and existing student cohorts with Nursing Program start dates in January, the parties agree that ATI will establish a Student payment deadline in the immediately preceding December.

(c) The Fee for any Student transferring into a Nursing Program Class after commencement of said Class shall be prorated based on the number of terms/semesters of the Nursing Program Class, but in no event shall said Fee be less than one thousand dollars (\$1,000) for any such transferring Student.

(d) If Nursing Program desires its Existing Students to access the Products noted above separate from the Nursing Program Classes specified above, Existing Nursing Students will pay to ATI a prorated fee of \$500 total, divided over their remaining scheduled ATI payments. For all existing student cohorts with Nursing Program start dates in January, the parties agree that ATI will establish a Student payment deadline in the immediately preceding December.

Subject: Approve Position Title Change on Prior Authorization Approval	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/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

On March 14, 2019, the board approved Consent Item No. VII. G. entitled “Approve Authorization for the Vice President for Administrative Services to Execute Change Orders and Contract Amendments for Measure MM Bond Program and Other District Facilities Contracts” based on recommendations from district staff and outside legal counsel, John P. Dacey, Esq. of Bergman Dacey Goldsmith, P.C. The board action was based on the authority provided to the district by the legislature pursuant to, without limitation, Education Code sections 81655 and 81656. The district has operated without incident since then.

STATUS

As applicable to construction contracts and professional service agreements, Education Code sections 81655 and 81656, both acknowledge a governing board’s discretion to delegate its authority provided that: (i) The delegation of authority “... shall prescribe the limits of the delegation as to time, money, and subject matter; (ii) All transactions entered into by the officer or employee shall be reviewed and ratified by the governing board every 60 days; and (iii) In the event of malfeasance in office, the community college district officer or employee invested by the governing board with the power to contract shall be personally liable for any and all moneys of the district paid out as a result of the malfeasance.” Further, the officer or employee of a district can only be delegated that authority which the board would have under applicable law. (Education Code sections 81655, 81656, 70902 (a) (1) and (d), and applicable case law).

Pursuant to the aforementioned code sections, on March 14, 2019, the board authorized the vice president, administrative services to approve and execute all professional service and construction contract amendments, task orders, and change orders thereunder that are: (1) within the board’s authority and also within the previously board approved project amounts under the Measure MM Bond Program’s “5 Year Construction Plan” approved on July 19,

2018, which establishes “Project Budgets” for each project identified therein and any future board approved “5 Year Construction Plans”, any amendments, and/or augmentations thereto; and (2) within the board’s authority for any existing and or future approved Funding Limits for each Master Service Agreement Bench that the district establishes: provided that with regard to (1) and (2) that: (i) all such amendments, task orders, and change orders are brought before the board for ratification within 60 days of the vice president administrative services’ action; (ii) all such actions by the vice president administrative services shall not exceed the amounts that the board is permitted to approve/issue under applicable law; and (iii) this delegated authority shall exist in the position of vice president administrative services for the length of the Measure MM Bond Program, unless earlier revoked, at any time, by the board.”

Since the approval of Consent Item No. VII. G. on March 14, 2019, the position of “Vice President Administrative Services” has been amended to “Assistant Superintendent/Vice President, Administrative Services”.

The instant Agenda Item clarifies that the amended position title of assistant superintendent/vice president, administrative services has the delegated authority previously authorized in 2019 to the position of vice president administrative services.

The delegation authority being requested is only to the extent of each project’s board approved ‘Projected Budget’ and Master Service Agreement Bench Funding Limits unless the board subsequently approves an increase.

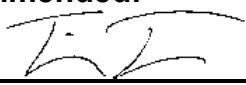

The Measure MM Bond 5 percent Program Reserve for such projects, which is currently carried on the Program Management Office’s ‘Master Program Budget’, is not included in this request for the delegation of authority.

RECOMMENDATION

Given the foregoing, District Staff, the Project Management Office, and outside legal counsel, Cauvel & Dacey, P.C., recommend that the board adopt a policy or rule that reads as follows:

“Authorization for the assistant superintendent/vice president, administrative services to execute change orders and contract amendments for Measure MM Bond Program and other district facility contracts as follows:

The assistant superintendent/vice president, administrative services is authorized to approve and execute all professional service and construction contract amendments, task orders, and change orders thereunder that are: (1) within the board’s authority and also within the previously board approved project amounts under the Measure MM Bond Program’s “5 Year Construction Plan” approved on July 19, 2018, which establishes “Project Budgets” for each project identified therein and any future board approved “5 Year Construction Plans”, any amendments, and/or augmentations thereto; and (2) within the board’s authority for any existing and or future approved Funding Limits for each Master Service Agreement Bench that the district establishes: provided that with regard to (1) and (2) that: (i) all such amendments, task orders, and change orders are brought before the board for ratification within 60 days of the assistant superintendent/vice president, administrative services’ action; (ii) all such actions by the assistant superintendent/vice president, administrative services shall not exceed the amounts that the board is permitted to approve/issue under applicable law; and (iii) this delegated authority shall exist in the position of assistant superintendent/vice president, administrative services for the length of the Measure MM Bond Program, unless earlier revoked, at any time, by the board.”

Subject: Approve Purchase for AV/IT Equipment for OCN New Student Services Building Project	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 <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 AV/IT, specifically network switches and miscellaneous information technology items, is related to the project needs identified for the New Student Services Building 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 Cisco NASPO ValuePoint DataCom (Master Agreement #AR3227 and California PA #7-20-70-47-01) 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 \$320,000, and are detailed below:

Project Name	Estimated Cost	Supplier
OCN New Student Services	\$320,000	ePlus Technology

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

RECOMMENDATION

Authorize the vice president, administrative services to proceed with the procurement with Cisco NASPO ValuePoint DataCom for purchases in amount not to exceed \$320,000.

Subject: Approve Contract with Rx Research Services Foundation for Apprenticeship Pathways Training in Food Safety	Attachment: <u>Basic Services Agreement Grant Agreement #G0771</u>
Category: Consent Items	Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div>
Institutional Goals: <u>mcc_mission_statement.pdf (miracosta.edu)</u>	Institutional Goal Supported: <div style="text-align: center;">  Goal 1 Goal 2 Goal 3 Goal 4 </div>
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The Bioscience Workforce Development Hub was awarded a CAI New and Innovative grant (Apprenticeship Program for Food Safety, Compliance, and Quality) through the California Community Colleges Chancellor’s Office, effective July 1, 2023. This is an innovative apprenticeship program in Food Safety, the first of its kind in the state, and completes the pathway that begins with the First Food Safety, Compliance & Quality Pre-Apprenticeship grant, also the first of its kind. This career pathway prepares students for livable wage jobs with upward mobility in the food industry. Rx Research Services Foundation has a proven track record as a collaborator providing apprenticeship pathways training in biotechnology, and now food safety, to community college students in California. As a state-approved sponsor of pre-apprenticeship and apprenticeship programs in Food Safety, Rx Research Services Foundation has the credentials, expertise, staff, and track record to deliver these programs to underserved and underrepresented community college students.

STATUS



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

Due to the specialized knowledge required to ensure grant compliance, the district is entering into a three-year agreement with Rx Research Services Foundation for apprenticeship pathways training in food safety through the Bioscience Workforce Development Hub for a total contract value not to exceed \$1,302,000.

Funds are allocated out of the CAI Food Safety Grant budget.

RECOMMENDATION

Authorize the assistant superintendent/vice president, administrative services to enter into an agreement with Rx Research Services Foundation for the total contract value not to exceed \$1,302,000.

Subject: Approve Agreement with Salesforce, Inc. (Tableau)	Attachment: Quote Order Form Supplement Salesforce MSA
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

In September 2016, the Research, Planning, and Institutional Effectiveness (RPIE) department evaluated software products to provide data visualization and analytics, identifying the Tableau Software Suite as best suited to the district’s needs. The MiraCosta College dashboards are created and made available by the RPIE department using this product.

In 2019, Salesforce, Inc. acquired Tableau Software and, beginning in 2024, the software licensing model is transitioning to a cloud and subscription-based software model known as Tableau Cloud.

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.





District staff has determined that transitioning to Tableau Cloud maintains district operations. The contract for Tableau Cloud subscription services for the period of January 1, 2024, through June 30, 2027, for a contract value not to exceed of \$229,376.40 as follows:

Start Date	End Date	Cost
01/01/24	06/30/24	\$34,375.20
07/01/24	06/30/25	\$65,000.40
07/01/25	06/30/26	\$65,000.40
07/01/26	06/30/27	\$65,000.40
Total Contract Value		\$229,376.40

Funding for this is budgeted through the Information Technology Services (ITS) budget.

RECOMMENDATION

Authorize the director of purchasing and material management to proceed with salesforce.com for the total contract value not to exceed \$229,376.40.

Subject: Approve Study Abroad Association (SAA) Faculty-Led Study Abroad to Costa Rica – Summer 2024	Attachment: SAA Agreement
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

Study abroad is a cornerstone of effective practice in the sphere of international education, providing opportunities for students to study abroad, which 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 proven to increase equitable access to study abroad for MiraCosta College students from various backgrounds. As is true generally in study abroad, there has continued to be a significantly larger proportion of female students than male, which indicates an area for improvement, but 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 in accordance with the process laid out in the college’s Education Abroad Handbook. Based on the review of proposals, Study Abroad Association (SAA) was selected for the Summer 2024 Costa Rica program.


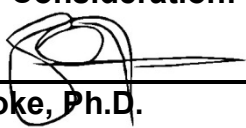
The study abroad program is planned for June 23, 2024, through July 20, 2024. Participants will enroll for two summer courses, HUMN 101 (Introduction to the Arts), taught by Professor

John Kirwan, and COMM 215 (Intercultural Communication), taught by Professor Anthony Ongyod. The program will be organized and arranged by SAA, which will offer homestay and pension accommodations ranging between \$3,450-\$4,030, depending on the number of participant travelers. Costs and program itinerary are summarized in the proposal in the attached agreement.

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 Study Abroad Association (SAA) Faculty-Led Study Abroad to Costa Rica – Summer 2024.

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

BACKGROUND

Board Policy 6330—Purchasing and Contracts requires, in part, that all contracts valued at more than the current bid level, as specified in Public Contract Code §20651 et seq. (calendar year 2023 = \$109,300.00), will be presented to the Board of Trustees for prior approval, but that contracts valued at less than the current Public Contract Code bid level may be presented to the board for ratification rather than prior to execution. All contracts ratified by the board shall be deemed to be fully executed district commitments and may not be subsequently cancelled, withheld or amended, unless determined by the vice president, administrative services to be a legally unenforceable obligation.

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

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

STATUS

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

RECOMMENDATION

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

**Contract and Purchase Order Ratification List
October 23, 2023 - November 19, 2023**

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

CUPCCAA POs from \$5,000 – \$200,000

PO #	Vendor	Description	Amount
23004656	Young Electric Sign Company	Marquee repair (Art)	\$6,151.40

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

Emergency Repair Contracts Without Bid

PO #	Vendor	Description	Amount
	No Entries This Month		

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

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

PO #	Vendor	Description	Amount
23004850	Audacy	Contract Services (PIO)	\$85,000.00
23004734	The PAPE Group Inc.	Equipment (Fac)	\$68,614.57
23004715	Explore Colleges	Contract Services (Gear Up)	\$61,000.00
23004743	Josh Shapiro	Consulting (COE LMR)	\$60,000.00
23004770	Archer Education, Inc	Contract Services (Std Support)	\$50,000.00
23004763	Institute for the Future	Contract Services (President)	\$37,500.00
23004874	Marissa Harmon	Consulting (SWP)	\$31,200.00
23004664	Academic Impressions	Software Maintenance (ITS)	\$30,000.00
23004750	Kelley Ann Ring	Labor Market Research (RSWP)	\$30,000.00
23004749	Institute of Healthcare, Inc.	Medical Training Supplies (CE)	\$28,455.26
23004689	CDW Government Inc	Contract Services (ITS)	\$27,500.00
23004593	Follett Higher Education Group, LLC	Books and Supplies (Promise Grant)	\$25,742.77

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
23004872	Carolina Biological Supply Co	Equipment - Instructional (CHEM)	\$22,829.93
23004741	Apple Computer Inc	7 Apple MacBook Pros (SWP)	\$16,271.80
23004668	The PAPE Group Inc.	Equipment (Fac)	\$15,236.43
23004735	District BT of Broward College, Florida	Supply Chain Mgmt Cert Exam Fees (SWP)	\$11,840.00
23004842	JPM Installations	Installation for police lockers (Pol)	\$11,480.67
23004869	Open Biopharma Training Institute, Inc.	Internship (LAEP)	\$11,155.00
23004651	Southwest Offset Printing	S24 CE Schedule (CLC)	\$10,141.00

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
23004667	Secure W2 Inc	Software Maintenance (ITS)	\$9,968.40
23004762	GottIt! Inc.	Online/Mobile tutoring (Gear Up)	\$9,600.00
23004757	SDICCCA	SDICCCA Membership (President)	\$7,600.00

23004660	Leapfrog Technologies Inc	Software Maintenance (ITS)	\$6,900.00
23004666	Amazon	Equipment and Supplies (Fac)	\$6,460.21
23004808	CCC Chancellor's Office	Contract Services (STD SRV)	\$5,900.00
23004745	Instructure Inc	Contract Services (PIO)	\$5,750.00
23004665	Waxie	Supplies (Fac)	\$5,684.26

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
23002897	WestAir Gases & Equipment Inc.	Blanket (Fac)	\$6,495.00

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
23004028	Schmidt Fire Protection Co	Five Year stand pipe inspections SAN (Fac)	\$5,506.00

Total Contract Expenditures: \$709,982.70			
Ratify MCC purchase orders 23004569 through 23004882			

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

MOUs / Grants / Instructional / Miscellaneous Agreements			
Contract #	Other Party	Description	Amount
23000163	Point Loma Nazarene University	Affiliation Agreement	\$0.00
23000165	Southwestern CCD	Center of Excellence	\$0.00
23000172	Grossmont-Cuyamaca CCD	SWP K-14 Dual Enrollment Grant	\$50,000.00

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

Facilities Use Agreements			
Contract #	Licensee	Description	Amount
23000116	Tushaus Group LLC	Tushaus Maximizing Social Security Wrkshp	\$626.24
23000118	Encinitas Friends of the Arts	Encinitas Annual Día de Los Muertos	\$0.00
23000132	San Diego Regulatory Affairs Network	In-Person Job-Hunting Workshop	\$287.16
23000147	Calvin Christian Schools	1st Grade Hort Field Trip	\$0.00
23000148	Oceanside Unified School Dist	Staff training for OUSD BASE programs	\$363.86
23000151	SD County Medical Society Foundation	Immunization Clinic	\$0.00
23000152	Corn Armor	SAN Dia De Los Muertos 2023	\$0.00
23000153	Fruity Fruits	SAN Dia De Los Muertos 2023	\$0.00
23000154	Loli's Bites	SAN Dia De Los Muertos 2023	\$0.00
23000155	Lonchera de Rojas	SAN Dia De Los Muertos 2023	\$0.00
23000167	North County LGBTQ Resource Center	Community Forum	\$224.58

**Capital Improvement Program Contract and Purchase Order Ratification List
October 23, 2023 – November 19, 2023**

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

CUPCCAA POs from \$5,000 – \$200,000

PO #	Vendor	Description	Amount
23004789	Spacesaver Intermountain	04201 HWH Shelving Installation (OCN)	\$16,491.89

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

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

PO #	Vendor	Description	Amount
23004781	VWR International LLC	04201 Shelving and Medical Equipment (OCN)	\$53,305.91

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
23004782	CDW Government Inc	04201 Vivi AV Product for HWH (OCN)	\$21,433.50
23004867	Advanced Healthstyles Fitness Equipment, Inc.	04204 Exercise Equipment Moving for HWH (OCN)	\$18,560.00

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 \$0 - \$9,999

PO #	Vendor	Description	Amount
23004783	Spacesaver Intermountain	04202 Anchorage Cals for Chem Bio (OCN)	\$3,675.00
23004861	Konica Minolta Business Solutions	03722 Maintenance/Supplies for PMO Copier in T120.	\$3,000.00
23004786	Pipe Trades	04207 Pressure Reducing Valve and Copper pipe fitting (OCN)	\$1,198.26
23004698	Mobile Mini	04112 Rental of Single 40' conex bin for FY23/24 (OCN)	\$945.00
23004790	Parron Hall	04201 AV Equipment for HWH (OCN)	\$430.84

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
23004684	Myers Houghton & Partners, Inc.	04225 Change Order 1 (OCN)	\$180,000.00
23004673	Shadpour Consulting Engineers Inc	04207 Change Order 1 (OCN)	\$10,000.00

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
23003450	Level 10 Construction	04216 Change Order 7 (OCN)	\$374,628.00
23003450	Level 10 Construction	04216 Change Order 6 (OCN)	\$353,243.00
23003450	Level 10 Construction	04216 Change Order 8 (OCN)	\$39,076.00

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



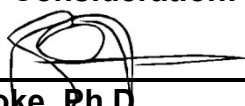
Contract #	Other Party	Description	Amount
MM0719013	Kent Schafer/CIS	04203 Change Order 3	\$171,596.70
MM0190141	MTGL Inc.	04202 Change Order 1	\$88,917.00

Total Contract Expenditures: \$1,365,501.10

Ratify purchase orders — 23004698, 23004781-3, 23004786, 23004790, 23004861-2, 23004867

Ratify purchase orders (Task Orders) — N/A

Ratify purchase orders (Contracts) — 23004789

Subject: Approve Filling Board of Trustees Area 7 Vacancy by Provisional Appointment	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 
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

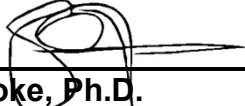
On December 5, 2023, Trustee William Fischer submitted his resignation as Trustee Area 7 effective January 2, 2024. A resignation letter has been submitted to Dr. Paul Gothold, San Diego County superintendent of schools.

STATUS

Pursuant to Education Code §5090 et seq., within sixty days of a vacancy or the filing of a deferred resignation with the county superintendent of schools, a community college governing board shall either order an election or make a provisional appointment to fill the vacancy. If a governing board takes no action within the sixty-day period, the county superintendent of schools will order an election to fill the vacancy. The sixty-day period ends on March 2, 2024.

RECOMMENDATION

Approve filling Board of Trustees Area 7 vacancy by provisional appointment.

Subject: Adopt Resolution No. 8–23/24 Granting Emeritus Trustee Status to William Fischer, Ph.D.	Attachment: Resolution No. 8–23/24
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 Goal 3 <input checked="" type="checkbox"/> Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

On September 16, 2003, the Board of Trustees established emeritus status for trustees in order to acknowledge service to the college and to keep trustees connected to the college.

STATUS

Trustee William Fischer, Ph.D., will resign from the Board of Trustees, effective January 2, 2024. The Board of Trustees wishes to grant emeritus status to recognize Trustee Fischer’s contributions to the college and community, since he became a member of the board in April 2009.

RECOMMENDATION

Adopt Resolution No. 8–23/24, granting emeritus trustee status to William Fischer, Ph.D.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 8–23/24**

GRANTING EMERITUS TRUSTEE STATUS TO WILLIAM FISCHER, PH.D.

Whereas, William Fischer, Ph.D., has been a member of the MiraCosta Community College District Board of Trustees since April 2009, representing Trustee Area 7; and

Whereas, William Fischer, Ph.D., provided leadership to the Board of Trustees through his service as board president in 2011; and

Whereas, William Fischer, Ph.D., has offered an invaluable perspective to the deliberations of the Board of Trustees in a range of matters, especially an understanding of academia and equity, diversity, and inclusion.

Whereas, William Fischer, Ph.D., has shown dedication to the mission of MiraCosta College and for ensuring students have access to higher education; and

Whereas, William Fischer, Ph.D., has also through his service on the board made a personal contribution to the advancement of education in California;

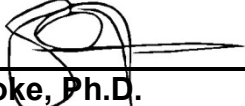
Now, therefore, be it resolved, that we, the Board of Trustees of the MiraCosta Community College District, do bestow upon William Fischer, Ph.D., on the 14th day of December, 2023, with our deepest appreciation and heartfelt gratitude, the title of Trustee Emeritus, and grant him all the rights and privileges therein.

Frank Merchat, President

Rick Cassar, Vice President

I, Sunita V. Cooke, secretary to 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.

Sunita V. Cooke, Ph.D.
Superintendent President

Subject: Board Policy 6250 – Budget Management	Attachment: Board Policy 6250 – Budget Management
Category: Board Policies – Second Read	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

Edits to Board Policy 6250 – Budget Management have been completed and approved by College Council. The policy is now presented for a second read and adoption by the board of trustees.

Administrative Procedure 6250 is provided for your reference only.

RECOMMENDATION

Adopt Board Policy 6250.

The budget shall be managed in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual (CCCBAM). Budget revisions shall be made only in accordance with these policies and as provided by law.

The district's unrestricted general reserves shall be no less than ~~five-seventeen~~ percent of annual expenditures, to align consistent with the minimum reserve recommended by seventeen percent five percent from the state chancellor's office guideline. Further information regarding the district's reserves is detailed in Administrative Procedures 6305.

Revenues in excess of amounts budgeted shall be added to the district's reserves, which are available for appropriation only upon a resolution of the board that sets forth the need according to major budget classifications in accordance with applicable law.

Approval by the board of trustees is required for changes between major expenditure classifications. Transfers from general reserves to any expenditure classification must be approved by a two-thirds vote of the members of the board. Transfers between expenditure classifications must be approved by a majority vote of the members of the board. Board approval of transfers between major expenditure classifications (Major Object Classifications 10, 20, 30, 40, 50, 60, 70, and 80) may be on a ratification basis. ~~The board may adopt an annual resolution to be filed with the San Diego County Superintendent of Schools, permitting the county superintendent of schools to originate intra budget transfers necessary for closing the district's records by authority given under Education Code §70902. (D)~~

See Administrative Procedure 6250.

MiraCosta Community College District

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Adoption History: 2/16/10, 11/21/19
 Periodic Review:
 References: Title 5, §§58307, 58308
 Education Code §70902
 CCLC Update: #24, 4/14, #42, 4/23
 Steering: BPC / AS/ Admin

Budget management shall conform to the following standards:

1. Total amounts budgeted as the proposed expenditure for each major classification of expenditures shall be the maximum expended for that classification for the fiscal year, except as specifically authorized by the board of trustees.
2. The term "major classification" shall refer to the major object code classifications from the California Community Colleges Budget and Accounting Manual (1000, 2000, 3000....).
3. Transfers may be made from the available reserves to any expenditure classification by written resolution of the board and must be approved by a two-thirds vote of the members of the board.
4. Transfers may be made between expenditure classifications by written resolution of the board and may be approved by a majority of the members of the board. The board approval may be on a ratification basis.
5. Excess funds must be added to the general reserve of the district and are not available for appropriation except by resolution of the board setting forth the need according to major classification.
6. Transfers of money within the same major classification of accounts may be made without prior board approval.

The district's budget development and management process exhibits the following budgetary principles:

1. The board of trustees vests in the superintendent/president the authority and responsibility to implement the approved annual budget while exercising its appropriate oversight responsibilities.
2. The budgeting process is transparent in design and application to include the district's compliance with the 50 Percent Law, the 75:25 ratio for full-time and adjunct faculty, and the other required standards established by the state.

MiraCosta Community College District

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Effective Date: 2/16/10, 9/12/19, 11/2/23

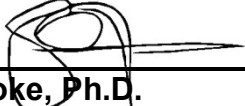
Periodic Review:

References: Title 5, §§58305, 58307, 58308
Education Code §70902

CCLC Update: -|

Steering: BPC / AS/Admin

3. All divisions and programs are the subject of a program review process.
4. The results of the program review process will be linked to the budget-development process.
5. The budgeting process promotes the accomplishment of institutional goals and objectives.
6. There should be flexibility within clearly defined limits in this process to allow for changes and redeployment of funds.
7. The superintendent/president will ensure that an open and accountable process is developed to include the district Budget and Planning Committee, as well as other relevant constituencies, incorporating clear guidelines and adequate training for those involved.
8. The process encourages communication and participatory governance at all organizational levels.
9. Resource allocation decisions include the stakeholders who participate in determining the relative contributions of the various programs towards district goals and objectives, including but not limited to enrollment growth or decline.
10. All indirect overhead revenue associated with a grant or categorical program accrues to the district.
11. The budget process emphasizes planning first and then budgeting, rather than being reactive to fiscal circumstances or environmental exigencies. Sound fiscal management requires the use of available resources to carry out the agreed-upon budgetary plans and priorities of the district.

Subject: Board Policy 7390 – Telework	Attachment: Board Policy 7390 – Telework
Category: Board Policies – First Read	Type of Board Consideration: ✓ Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: ✓ ✓ ✓ ✓ Goal 1 Goal 2 Goal 3 Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

Edits to Board Policy 7390 – Telework have been completed and approved by College Council. The policy is now presented for a first read by the board of trustees.

Administrative Procedure 7390 is provided for your reference only.

RECOMMENDATION

For information only.

Teleworking is an alternate work arrangement in which an authorized employee may work from an Alternate Worksite instead of commuting to their District Worksite.

Teleworking is a benefit, which the district may grant under appropriate circumstances considering the operational needs of the district and the provisions of this Policy. No employee is guaranteed the right to telework.

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

I. Telework

A. Definitions

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

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

3. **District-Owned Equipment:** Equipment including but not limited to software, hardware, electronic devices, cell phones, smart phones, tablets, laptops, computers, records, materials, furniture and/or other office equipment owned by the district, which the district allows the employee to use at the Alternate Worksite to conduct work for the district.

4. **Telework or Teleworking:** An approved work arrangement of a specific duration and frequency where an employee performs work for the district at an Alternate Worksite one or more days per week.

B. Employment Relationship

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

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

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

II. Approval Process

A. Eligibility Criteria

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

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

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

B. Employee Request to Telework

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

1. Job Knowledge: Does the employee have the necessary knowledge to perform the required job tasks at home or does the employee need close supervision or input from others that is only available at the office?
2. Job Characteristics: Does the job lend itself to self-directed activities? Can priorities be easily established? Can the time of the activities be managed effectively by the employee?

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

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

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

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

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

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

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

C. Departmental Review Criteria

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

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

a. Self-motivated;

- b. Self-disciplined;
 - c. Responsive;
 - d. Organized;
 - e. Productive;
 - f. Honest;
 - g. Satisfactory communication skills;
 - h. Satisfactory time management skills;
 - i. Demonstrated conscientious observance of work hours; and
 - j. Demonstrated timeliness in meeting deadlines.
2. The operational needs of the employee's department, program, and the district to support the best interests of students, staff, and the campus community. This may include, but is not limited to, items such as relationship building, culture, process knowledge, etc.;
 3. The ability of the employee to perform their specific job duties from a location separate from their District Worksite without diminishing the quantity or quality of the work performed based on the criteria outlined in Section II (B) above;
 4. The portability of the employee's work;
 5. The ability to create a functional, reliable, and secure Alternate Worksite for the employee at a reasonable cost;
 6. The risk factors associated with performing the employee's job duties from a location separate from their District Worksite;
 7. The ability to measure the employee's work performance from a location separate from their District Worksite;
 8. Departmental and/or program efficiency and service are not adversely affected;
 9. Regular hours to meet departmental needs are maintained;
 10. Undue burdens are not placed on other employees or supervisors;
 11. The employee's supervisory responsibilities; and
 12. The employee's need for supervision.

D. Teleworking Agreement

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

E. Duration of the Teleworking Agreement

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

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

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

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

III. Termination of Teleworking Agreement

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

A. Termination of the Agreement by Manager

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

B. Termination of the Agreement by Employee

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

IV. Work Schedule

A. Work Schedule

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

B. Communication and Accessibility

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

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

C. Scheduled Hours and Overtime

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

D. Meals and Rest Breaks

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

E. Leave

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

V. Work Standards

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

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

VI. Alternate Worksite

A. Designated Workspace

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

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

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

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

B. Equipment

1. District-Owned Equipment

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

2. Employee-Owned Equipment

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

3. Technical Support

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

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

VII. Information Security and Recordkeeping

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

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

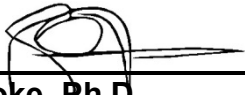
Employees may not remove confidential or sensitive information from their District Worksite. Confidential and sensitive information may not be electronically accessed, copied, downloaded or transferred to an unapproved electronic media except as permitted and authorized by established policy and procedure,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

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

VIII. Tax Consequences and Local Zoning Regulations

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

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

Subject: Board Policy 7600 – College Police Department	Attachment: Board Policy 7600 – College Police Department
Category: Board Policies – First Read	Type of Board Consideration: ✓ Information Consent Action
Institutional Goals: mcc mission statement.pdf (miracosta.edu)	Institutional Goal Supported: ✓ ✓ ✓ ✓ Goal 1 Goal 2 Goal 3 Goal 4
	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

Edits to Board Policy 7600 – College Police Department have been completed and approved by College Council. The policy is now presented for a first read by the board of trustees.

Administrative Procedure 7600 is provided for your reference only.

RECOMMENDATION

For information only.

The Board of Trustees has established the MiraCosta College Police under the supervision of a Chief of Police, who shall report directly to the Vice President of Administrative Services. The purpose of the department is to enforce the law on or near the campuses, centers, and other grounds or properties owned, operated, controlled, or administered by the district or by the state acting on behalf of the district.

District police officers shall be employed as members of the classified staff, but shall, when duly sworn, be peace officers as defined by law. Prior to employment, they shall satisfy the training requirements set out in Government Code §1031 and Penal Code §§830.32 (a), et seq.

Public safety services must adhere to principles of diversity, equity, inclusion, and accessibility. Public safety services must advance access to education, educational equity, and opportunities for student success by creating safe, secure, peaceful, and inclusive campus environments in which all persons may fully develop their individual potential without fear or undue risk of physical or emotional harm.

The superintendent/president shall establish minimum qualifications of employment for the Chief of Police, including, but not limited to, prior employment as a peace officer or completion of a peace-officer-training course approved by the Commission on Peace Officers' Standards and Training (POST).

~~The superintendent/president shall ensure that every member of the College Police first employed by the district before July 1, 1999, satisfies the requirements of state law regarding qualifications for continued employment.~~

~~Every member of the College Police shall be issued a suitable identification card and badge bearing the words "MiraCosta College Police."~~

The superintendent/president, in cooperation with the Chief of Police, shall issue such other regulations as may be necessary for the administration of the College Police. Sworn police officers and dispatchers of the College Police shall comply with all POST requirements.

Use of Military Equipment

~~The chief of police shall obtain approval from the Board of Trustees to adopt a military equipment use policy prior to purchasing, raising funds for, or acquiring military equipment. The superintendent/president shall submit the proposed military equipment policy to the Board of Trustees and make those documents available on the College Police Department website at least 30 days prior to any public hearing concerning the military equipment at issue. The Board of Trustees shall consider the proposed military equipment policy as an agenda item for an open session meeting in accordance with the Brown Act.~~

The superintendent/president will develop procedures to ensure the Chief of Police obtains approval from the Board of Trustees of a military equipment use policy prior to purchasing, raising funds for, or acquiring military equipment as defined in the Government Code.]

Campus Policing and Student Success

The superintendent/president will develop procedures to ensure the District develops a "Public Safety Compact" with District stakeholders, including college police officers. The Public Safety Compact will establish the District's requirements for the delivery of public safety-related services on campus, including the respective roles and responsibilities of administrators, faculty, college police officers, mental health and social services workers, crisis counselors, community non-profits, and other related service providers in responding to the public safety needs of the college.

The District will establish a public safety advisory committee to make recommendations to the District governing board related to District policies governing college public safety services. The District will engage in active efforts to recruit advisory committee members from historically underserved communities.

Policing Data

The superintendent/president will develop procedures to ensure the Chief(s) of Police will record policing data metrics, including key performance indicators, track data related to traffic stops and other officer-initiated contacts, and conduct stakeholder climate surveys focused on college public safety services.

Use of Force

The chief of police shall obtain approval from the Board of Trustees to adopt a military equipment use policy prior to purchasing, raising funds for, or acquiring military equipment. The superintendent/president shall submit the proposed military equipment policy to the Board of Trustees and make those documents available on the College Police Department website at least 30 days prior to any public hearing concerning the military equipment at issue. The Board of Trustees shall consider the proposed military equipment policy as an agenda item for an open session meeting in accordance with the Brown Act.

Report Regarding Complaints

The chief(s) of police shall regularly provide the board with a report regarding complaints against the College Police Department and police officers. This report must disaggregate the complainants by race, gender, religion, or any other characteristic identified by the board.

See Administrative Procedures 7600.

MiraCosta Community College District

Page 1 of 1

Adoption History: 11/3/09, 5/20/21

Periodic Review: 7/7/15, 3/16/16

References: Education Code §§72330 et seq.
Government Code §§3300 et seq.

CCLC Update: #16, 4/09, #28, 4/16, #36, 4/20, #42, 4/23, #42 Addendum, 5/23

Steering: VPAS

Human Resources is delegated the responsibility to establish minimum qualifications of employment for the College Chief of College Police, including but not limited to, the conditions contained in Board Policy 7600.

Every member of the College Police first employed by the district before July 1, 1999, must, in order to retain their employment, meet the requirements of Education Code §72330.2, including but not limited to:

- A. Submission of one copy of their fingerprints, which shall be forwarded to the Federal Bureau of Investigation.
- B. A determination that the employee is not a person prohibited from employment by a California community college district.
- C. If the employee is required to carry a firearm, is not a person prohibited from possessing a firearm.

Every member of the College Police shall be supplied with, and authorized to wear, a badge bearing words "MiraCosta College Police." Every member of the college police shall be issued a suitable identification card.

Salaries for College Police shall be established after appropriate negotiations with their exclusive representative. If no such unit is established, salaries shall be recommended by the Classified Senate and Classified Administrators.

The district, in cooperation with the Chief of College Police, shall issue such other regulations as may be necessary for the administration of the College Police, including:

- A. Schedules and shifts.
- B. Hiring procedures in compliance of Peace Officers' Standards and Training (POST) standards.
- C. Call-back procedures.

MiraCosta Community College District


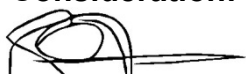
Effective Date: 11/3/09, 2/19/16, 5/6/21
 Periodic Review: 7/7/15, 3/10/22
 References: Education Code §72330
 Government Code §§3300 et seq.
 Penal Code §830.32 (a)
 CCLC Update: #28, 4/16; #32, 4/20; #38, 4/21
 Steering: VPAS / N/A

- D. Weapons practices and weapons retention.
- E. Use of vehicles.
- F. Pursuit practices.
- G. Use of Force procedures.
- H. Discipline procedures.
- I. Training
- J. Department of Justice, California Law Enforcement Telecommunications System (CLETS) Training. Complete CLETS use and training information can be found in the MiraCosta College Police Procedures Manual.

MOU/Clery

The College Police shall maintain Memoranda of Understanding with appropriate local law enforcement agencies in accordance with the requirements of Education Code §67381 and the federal Clery Act. The agreement shall address, but not be limited to, the following:

- A. Operational responsibilities for investigations of the following violent crimes:
 - 1. Criminal homicide: murder and non-negligent manslaughter, manslaughter by negligence
 - 2. Sex offenses: rape, fondling, incest, statutory rape
 - 3. Robbery
 - 4. Aggravated assault
 - 5. Burglary
 - 6. Motor vehicle theft
 - 7. Arson
 - 8. Arrests and referrals for disciplinary action for liquor law violations, drug law violations, and
 - 9. weapons law violations
 - 10. Hate crimes for all of the above crimes and crimes of larceny-theft, simple assault, intimidation, vandalism/damage/destruction of property, motivated by a bias from one of the bias categories;
 - 11. Dating violence, domestic violence, and stalking
- B. Geographical boundaries of the operational responsibilities.
- C. Mutual-aid procedures.

Subject: Report Update of Emergency Declaration and Emergency Actions for Oceanside Main Power Outages	Attachment: None
Category: Information Items	Type of Board Consideration: ✓ Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: ✓ ✓ ✓ Goal 1 Goal 2 Goal 3 Goal 4
Recommended:  <hr/> Tim Flood Assistant Superintendent/Vice President, Administrative Services	Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

On November 16, 2023, the board adopted Resolution No. 6-23/24, amending Resolution No. 13-10/11, delegating authority to the superintendent/president to declare an emergency and take emergency actions. On the same day, the board adopted Resolution No. 7-23/24, which gave the superintendent/president delegation authority to declare and take emergency actions for the three Oceanside main power outages, which began October 19, 2023.

STATUS

CUPCCAA (AstroTurf Public Contract Code §22050) authorizes the Board of Trustees to declare an emergency and to authorize procurement of goods/services necessary to address an emergency without advertising for bids or competitive proposals (“Emergency Actions”). CUPCCAA authorizes the Board of Trustees to delegate authority to take Emergency Actions to District staff and for District staff to report Emergency Actions to the Board of Trustees (Public Contract Code §22050(b)).

Pursuant to the board’s adopted Resolution No. 6-23/24, and the requirements under Public Contract Code §22050, the following is an updated report of the emergency action taken and the status of the Oceanside main power outages, and reasons why the emergency will not permit delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency:


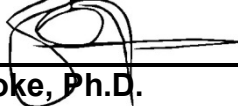
Outage #	Status
1	In the a.m. on October 19, the Oceanside Campus experienced its initial power outage. Power was restored at approximately 10:33 p.m. Project completed
2	In the a.m. on October 23, Building 4800 main electrical feeder failed. In addition, on the morning of October 25, the campus experienced a failure in its medium voltage loop causing a campus-wide power outage. Power was successfully restored October 28. Project completed
3	At approximately 5:30 a.m. on November 7, power was lost on the north side of Oceanside Campus due to an additional medium voltage loop failure. Power was restored on November 11 to most of the campus, except for 4200, 4300, and 4400 buildings. Final scope involved de-energizing medium voltage on both ends of the bridge. Project ongoing to include additional electrical loop cable replacement during winter break

Necessary procurements needed to address the emergency:

Outage #	Vendor/Contractor	Work/Goods/Services Description	Current Amount
1	Chula Vista Electric	Electrical, electrical testing, and temporary power.	\$2,305.40
2	Southern Contracting Company	Electrical, electrical testing, and temporary power.	\$179,001
3	Southern Contracting Company	Electrical, electrical testing, and temporary power.	\$133,678.22

RECOMMENDATION

The assistant superintendent/vice president, administrative services will continue to update the board of any emergency action taken and the status thereof until the emergency action is completed.

Subject: Sunshine the MiraCosta Community College District Initial Proposal to the MiraCosta College Academic Associate Faculty CCA/CTA/NEA for the Contract to Commence July 1, 2024	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
Recommended:  _____ Charlie Ng Assistant Superintendent/Vice President, Human Resources	Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The collective bargaining agreement between the district and the MiraCosta College Academic Associate Faculty expires on June 30, 2024.

As required by Government Code § 3547, the district’s initial proposal for a new agreement must be presented at a public meeting, the public has to be given a chance to comment on the proposal, and the Board of Trustees has to adopt the proposal at a public meeting. This process is generally done in three steps: (1) in a closed session on negotiations, what the district anticipates proposing is discussed and agreed upon; (2) at a board meeting, the district presents the initial proposal publicly to the board as an information item; and, (3) the proposal is put on the next board agenda for public comment and board approval.

STATUS

The district intends to negotiate changes in the terms and conditions of employment contained in the following articles of the agreement with the MiraCosta College Academic Associate Faculty for the contract period to commence on July 1, 2024.

Article 6 Personnel Files: Revision of language related to limit on number of pages of copies of personnel records.

Article 7 Workload and Scheduling Priority: clarify 67% limits for dual classroom and non-classroom assignments; clarify scheduling priority process procedures; negotiate

online education instructional requirements; negotiate honors assignment considerations.

Article 9 Evaluation Procedures: Revise evaluation procedures including clarification related to in-person, online, and non-classroom procedures.

Article 12 Salary Schedule and Placement: Negotiate the salary schedule and language related to initial salary placement.

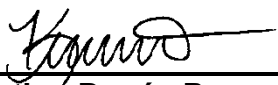

Article 15 Leaves of Absence: Clarify leaves and address recent statutory changes; add procedure for reporting absences for online education.

Article 17 Assigned Time: Add procedure for reporting absences for governance assignments.

Article 20 Term: Term of agreement.

RECOMMENDATION

For information only.

Subject: Instructional Services Division Report	Attachment:
Category: College-Related Reports	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

School of Arts and International Languages (Jonathan Fohrman, Eric Bishop Matt Falker, Lauren Greenwald, Dave Massey, Olivia Quintanilla, Rosa Viramontes)

Ethnic Studies

Professor Quintanilla continues to update existing courses and write new ones in preparation for next year’s implementation of the new Ethnic Studies general education requirement. In addition to the Introduction to Ethnic Studies course, ETHN 100, that launched this fall, two new courses have been written and submitted this semester: Introduction to Pacific Islander and Oceania Studies and Introduction to Native American and Indigenous Studies. Additionally, two existing courses have been revised and are being resubmitted to CSU for approval: Introduction to Black Studies and Introduction to Chicano/a Studies.

Arts (Art, Dance, Drama, Film, Music)

The drama program completed two productions, and by the end of November, the music program presented approximately a dozen different concert events and each of the ensembles has performances in December.

In early November, the Frequency Vocal Jazz Ensemble, directed by Matt Falker, performed and participated in the Cuesta College Vocal Jazz Festival. The College’s jazz band, MOJO, directed by Stephen Torok, is gearing up for its end-of-semester concert, as well as performances in the Encinitas Holiday Parade, and at this year’s Jazz Educator’s Network conference in New Orleans. This amazing opportunity for our students to attend and perform at this premier jazz education conference in New Orleans is certain to be a memorable step in their educational journey. The film program closed out this semester’s international film series on December 1, and the Dance program presented its end-of-semester dance concert December 7-10.

International Languages

Faculty continue to develop learning resources that support the Open Educational Resource textbooks that they have developed in Spanish, French, and Italian. This work was spearheaded by Professor Pilar Hernandez, as part of a sabbatical project, and the resulting textbook, *Pluma*, has proven significantly transformative for the Spanish program, and as a model that has been adopted by the Italian and French programs, under the leadership of Professors Andrea Petri and Cristina Toharia. Student assessments and surveys are showing that the materials are resonating far better for students than had the previous costly textbooks, and are more closely aligned to the national standards that are promoted by the American Council for Teachers of Foreign Languages. Other colleges and universities are beginning to adopt these MiraCosta-authored textbooks. Professor Hernandez and the wider department are to be complimented and congratulated on the success of their work.

School of Continuing and Community Education (John Makevich, Bea Aguilar, Julie Cord, Erica Duran, Tricia Hoste, Linda Kurokawa)

Community Education and Workforce Development

The Technology Career Institute (TCI) has three new labs in use due to the renovation completed this past summer: a food lab, the BrewTech lab, and a welding facility. The new food lab has been a huge success in drawing in the community for cooking classes taught by a renowned, award-winning chef from the television show “Chopped.”

Student internships supported with funding from the State Higher Education Bill sponsored by Assemblywoman Tasha Boehner Horvath will be completed by the end of the year. Thus far, the grant funds have allowed 232 students to receive paid internships, representing over 17,260 hours of on-the-job training.

MiraCosta’s Workforce Development program was pleased to be awarded four new grants over the last four months.

- **Congressional Community Project Funding:** \$1M to help grow new programs and to assist with current work skills program funding for new equipment and supplies.
- **Lowe’s Foundation Gable Grant:** \$500,000 to help create and launch an Electrician Program and an HVAC Technician Program.
- **Department of Energy Industrial Assessment Center (IAC) Grant:** \$2M to assist in reducing the tuition price for students attending TCI work skills programs, fund clean energy “modules” within all work skills programs, begin the TCI accelerator program with start-ups that focus on sustainability and energy efficiency, and create a Certified Energy Management Certificate course.
- **NOAA Aquaculture Grant:** \$160,000 to assist TCI in building a new Aquaculture program in partnership with Scripps Institute of Oceanography, Hubbs Research Center and SeaGrant.

Continuing Education

The Community Learning Center (CLC) hosted the annual Expressions celebration, a Welcome Fest, and social events for lifelong learning and independent life skills students. In total, these events brought over 600 students, family, and community members onto campus.

The Affordable Housing Management certificate has been chosen as a statewide model program by the California Adult Education Program (CAEP) as it “demonstrates innovative, emerging, or model practices.” The certificate offering has been very successful in graduating

students, transitioning them to local employment opportunities, and supporting student costs for TCI courses to prepare for taking real estate licensing exams.

The noncredit ESL department, in conjunction with the noncredit instructional services team, were awardees of the CASAS Promising Practice Award this semester. The Promising Practice Award recognizes California Adult Basic Education (ABE), Academic Success and Equity (ASE), or ESL adult education providers implementing strategies and practices to help students attain their goals. MiraCosta College was one of nine agencies that received this award for its multi-modality schedule of courses.

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

Guided Pathways

In September 2023, a team of MiraCosta administrators and classified staff from various departments attended the California Guided Pathways (CAGP) 2.0 Institute #5. The Institute's guiding theme was establishing a campus-wide commitment to implementing guided pathways reforms for improved and equitable student outcomes by engaging the entire institution. It emphasized prioritizing student success across all college roles, exploring inclusive models that involve support structures, and fostering a culture of caring. Additionally, the Academic & Career Pathways (ACP) Program Manager, Sarah Carpenter and Instructional Services Dean, Zhenya Lindstrom led a breakout session on "Data-Informed and Cross-Functional Guided Pathways Redesign" and received positive feedback on MiraCosta's redesign efforts. Key takeaways from the Institute included establishing a clear problem statement, addressing misperceptions about guided pathways, aligning the college's efforts (Futures, IDEA, Guided Pathways), making organizational shifts to align with ACPs, leveraging current work in different areas, and securing campus-wide commitment at all levels.

GP Faculty Co-Leads, Adrean Askerneese and Thao Ha led discussions with the Academic Senate to determine goals that can support students in program completion. From the dialogue, themes emerged around collaborative efforts between faculty and administration to provide clearer, more accessible pathways for students, ensuring they receive the necessary support, guidance and resources to persist and complete their chosen programs. Redesigning scheduling and enrollment management play a pivotal role. By employing data-driven insights and student-centered approaches, MiraCosta can optimize class schedules, improve course availability, and enhance enrollment management strategies to build a more supportive structure that promotes timely program completion.

Customer Relationship Management (CRM) Implementation

The TargetX team improved the case management capabilities for ACP success teams through ongoing data integration efforts with SURF. Over the past 5 months, the team has successfully incorporated additional data elements, such as enrollment status and units. ACP Success Teams can now see the real-time data and record the outcomes of each student interaction. The ACP Success Teams use TargetX for both monthly ACP newsletters and event invitations sent to students. TargetX has comprehensive event management capabilities, including RSVPs, walk-ins, reminders, and post-event surveying. In the past five months, ACP Success Teams, Outreach Office, Title V, and CARE have leveraged TargetX to manage their events. These events collectively drew a total attendance of 1,462 people and each event has custom reports built that show RSVP's and attendance analytics.

Academic and Career Pathways (ACP) Success Teams

Since Spring 2023, ACP Success Teams have been focused on onboarding the new Fall 2023 cohort of students and supporting the spring 2023 cohort as they come to the end of their first academic year at MiraCosta.

Over the summer, success teams worked with the Orientation and Student Support department to redesign an on-ground extended orientation opportunity contextualized to pathways. This reimagined program, ACP Explore, leveraged the success of the New Student Seminar program with an intentional design to support first generation college students as they prepare for their first semester in college. The redesign incorporates hands-on learning in classroom spaces with instructional faculty by ACP, in-depth career exploration with a career counselor for undecided students, and education planning information with an academic counselor. Success teams did intentional outreach to incoming disproportionately impacted (DI) students in the cohort to establish early connections and register students for the ACP Explore event. These events hosted 110 attendees, with about 85 percent of them being from DI student populations.

This fall, success teams continued to focus on increasing semester-to-semester and year-to-year student retention. In partnership with Financial Aid and the Learning Centers, each team hosted a “Welcome Back” event to connect students to their ACP learning community of peers, success team, ACP faculty, and campus resources. As the fall semester comes to an end, the spring 2023 cohort is projected to have a 52 percent persistence rate for DI students, which is slightly up from 49 percent for the previous spring cohort. This rate of persistence is the highest since spring 2020 at the onset of the pandemic.

ACP Instructional Faculty Liaisons (IFLs) continue to collaborate with the Career Center and the Work-Based Learning (WBL) team to host career-focused events this fall semester. In October, the Social and Behavioral Sciences ACP organized a “Test Drive Careers in Mental Health and Counseling” event attended by 12 professionals from diverse backgrounds. Students met with professionals in small groups to gain insights and explore career opportunities in the field. This event produced the best-attended career event to date, with 65 students in attendance. In November, the Creative and Applied Arts ACP hosted the second annual ‘Coffee and Convo’ event for students interested in exploring careers related to Media Arts and Technology and the Health Sciences ACP hosted a virtual event “Careers in Health and Wellness” to support students exploring a variety of career pathways in the health and wellness industry beyond the traditional nursing route. Business and Technology ACP hosted a virtual event “Supply Chain Management Careers with Homero Escandon” to allow students to learn more about opportunities in this growing career field. Events have been shared with high school partners and the Community Learning Center (CLC) to promote early exploration opportunities for students as they prepare to find their pathway to a degree or certificate in credit courses.

Dual Enrollment

MiraCosta College continues to offer courses at local high schools to allow students build a college-going culture, particularly among underrepresented student populations. Program enrollments continue to increase, with 762 enrollments for fall 2023. For spring 2024, 18 courses have been confirmed and recruitment is underway at all three-feeder district high schools.

The dual enrollment team continues to host and participate in 25 events and is coordinating 17 upcoming events including a Dual Enrollment Registration Family Night for Oceanside Unified

School District (OUSD) communities in December 2023, a counselor training session, OUSD application workshops, faculty connections and orientations, class presentations, STEM and Business Lunch and Learn Series to promote career exploration and viable STEM pathways, and a San Dieguito Union High School District Early College Credit Night in January 2024. The program has applied for funding to support program growth and improve student success. The Regional Strong Workforce Program's (SWP) K-14 Dual Enrollment project granted \$50,000 to support the development of a strategic enrollment management plan.

Library

During the month of October, the Library collaborated with Students' Pride in Honoring Our Existence through Resistance and Empowerment (SPHERE) on exhibits at all three campuses highlighting the most banned books in 2022. The accompanying [online exhibit](#) was viewed over 900 times. The San Elijo Library collaborated with Student Life and Leadership to host a Dia de los Muertos altar and a display of artwork by Dean Ramos's students taking Art and Anthropology courses.

Additionally, the Library developed physical and online exhibits in support of the College's History and Heritage Month programming including [Chicanx/Latinx Heritage Month](#), [LGBTQIA+ History Month](#), [Pilipinx American History Month](#), [Native American and Alaskan Native Heritage Month](#). Upcoming events include the grand prize drawing for the Community Learning Center's 15-year anniversary celebration and "Fuel for Finals Donut and Coffee" events at all three campuses in December.

The Library operations team saw growing demand in fall 2023 for the Student Technology Loan program, with 659 students borrowing laptops and/or hotspots for the semester. There is also a continued increase in usage of the smart locker delivery systems at both the Oceanside and CLC campuses. During the fall of 2023, 483 students utilized lockers to access technology equipment loans and CARE items after operating hours. Installation of lockers at San Elijo is in discussion.

School of Nursing, Health and Wellness (Danielle Lauria, Alison Phinney)

Certified Nursing Assistant

The Certified Nursing Assistant (CNA) program currently has 87 enrolled students. Notably, the program has achieved a 100 percent pass rate in both skills and written state exams, as well as 100 percent employment rate for students with employment goals, post-program completion. Ongoing support from the Rupe Foundation grant has provided essential resources, such as textbooks, workbooks, scrubs, medical devices, and covering state exam fees for the students.

Medical Administrative Professional

The Medical Assistant (MA) program is actively working on offering prerequisites NURS151 (Body Systems Survey for Health Professionals) and NURS 155 (Basic Medical Terminology) through dual/concurrent enrollment and Credit for Prior Learning (CPL), particularly targeting navy veterans with hospital corpsmen experience. The MA program has secured funding of \$547,600 for a 24-month term for the Medical Assistant Pathway grant. This grant includes various opportunities such as 12 paid MA externships at TrueCare (spring 2024), 24 scholarships to Mira Costa MA students (2024-2025), 24 paid MA externships at TrueCare (spring 2025), 24 scholarships to Mira Costa MA students (2025/26), and a commitment to fostering collaboration between TrueCare and MiraCosta during the program's implementation.

Licensed Vocational Nursing

The MiraCosta Licensed Vocational Nursing (LVN) program ranked #6 out of 119 programs in California according to practicalnursing.org. The August 2022 part-time LVN graduates had an impressive 94 percent NCLEX-PN passage rate, (17/18 students). The 14-month full-time LVN program was implemented in June 2023, and will graduate 21 students in August 2024, while the part-time LVN program is set to graduate 27 students in August 2024.

Registered Nursing

The May 2023 RN graduating class exhibited a remarkable 96.3 percent pass rate (26/27 students) on the NextGen NCLEX nursing licensure exam. Additionally, a new dual enrollment program with Point Loma Nazarene University was established, allowing MiraCosta RN students to pursue coursework for their bachelor's in nursing concurrently with PLNU's program, and receive financial aid.

School of Letters, Humanities and Communication Studies (Russell Waldon J.D., Robert Bond, Maria Figueroa, Mary Gross, Delores Loedel, Tyrone Nagai)

The School of Letters, Humanities, and Communication Studies (LHCS) continues to move forward in the preparation of students to meet the changing demands in certificate, associate, transfer, and four-year institution degrees. Additionally, ongoing work to ensure compliance with AB 1705 in the Letters Transfer, Letters Pre-Transfer, and English as a Second Language departments has intensified this academic year. One component of this is all three departments collaborating with the Writing Center to support the hiring of additional writing support for students in English 100 courses. In fall 2023, the community of practice for Highly Supported English (HSE) instructors held collaborative professional development meetings with Student Accessibility Services; Mental Health Services; and the Campus Assessment, Resources and Education (CARE) team. LHCS continues to collaboratively support the Mana and Puente learning communities in its efforts to provide an inclusive and equitable learning environment for historically excluded groups.

San Elijo Campus

A new scheduling process is being developed for the San Elijo campus where section needs will initially be proposed by the site administrator and submitted for collaboration to discipline deans for review. This process will facilitate a more "students first" schedule and streamline the production of offerings at the San Elijo campus.

San Elijo continues to develop community engagement by hosting the Small Business Development Center, the Veterans Business Outreach Center, and the Centers for Excellence. Collaborative events like the San Dieguito Union High School District's *San Dieguito College and Career Night*, and the Encinitas Chamber of Commerce's monthly *Rising Start* event continues.

To promote an experiential learning pedagogy campus-wide at San Elijo, speakers discussing the best practices of experiential learning will be held during spring 2024 to facilitate a broad discussion regarding the appropriateness of the pedagogy as a theme for most San Elijo instruction. Business and Communication Studies accelerated programs located at San Elijo have proven to be popular with students.

Honors Scholar Program

The Honors Scholar Program has a new Honors Coordinator, Business faculty, Delores Loedel. The program continues to welcome new Honors students into the program. Honors

continues to provide opportunities for students to grow as scholars and to achieve the Honors Certification, participate in honors research conferences, and transfer to four-year universities.

The upcoming Fall OMNI Research Conference sees an increase year-over-year in the number of students who will present their research findings at the conference. Currently there are 54 students registered to present virtually, at the Community Learning Center and San Elijo campuses. This group of students represent a broad spectrum of learning opportunities taking place in Honors education. The Honors Navigator leadership program maintains a 100 percent transfer rate and its alumni continue to achieve significant success. In November, students in the program visited the University of California, Los Angeles (UCLA) and were greeted by two former honors students currently attending UCLA.

School of Mathematics and Sciences/Learning Centers (Dr. Mike Fino, Kristine Arquero, Suzie Bailey, Lisa Fast, Bruce Hoskins, Dominique Ingato, Lynne Miller, Erika Peters, Leila Safaralian, Tyrone Nagai, Amy Paopao, Jessica Perez-Corona, Terri Quenzer, Theresa Romano, Keau Wong)

MESA Program

The MiraCosta College MESA Program is one of over 50 new programs that were awarded a grant in the California community college system. Jessica Perez-Corona is the new Activity Director for MESA, Professor Angela Beltran-Aguilar is the MESA Program Faculty Sponsor and Theresa Romano is the MESA Academic Services Coordinator. The MESA Program at MiraCosta will be able to support traditionally underrepresented students in STEM through services like counseling, mentoring, and internship opportunities. This spring 2024, MiraCosta will welcome its first cohort of MESA students.

The Learning Centers (TLC)

The Learning Centers (TLC), which includes Academic Support and Innovations (ASI), the Writing Center (WC), and the Nordson STEM Center, have been busy with 14,535 total student contacts and 1,930 unique students served during the first eleven weeks of the fall 2023 semester. Compared to fall 2022, ASI has doubled the overall number of student contacts; the STEMLC has seen an increase of greater than 40 percent in the number of unique students served on the Oceanside Campus; and the Writing Center on the San Elijo campus has more than tripled the number of student contacts.

TLC are actively forging connections with Athletics, Resources and Assistance for Former Foster Youth (RAFFY), Academic and Career Pathways (ACPs), and Academic Success and Equity (ASE) Programs to coordinate outreach activities that link students to support services in The Learning Centers. The centers have also increased presentations to other departments and presence at campus-wide events. STEMLC is piloting strategic embedded tutoring within Chemistry 140 courses; the ASI has launched review sessions for Accounting courses; the WC increased staffing to support additional embedded support through AB1705. The WC Program Supervisor, Sarah Pultz delivered a multi-modal poster presentation on the WC's Asynchronous Video Feedback service at the International Writing Center Association Conference in October.

Bioscience Workforce Development Hub

Since June 2023, the Bioscience Workforce Development Hub was awarded three California Apprenticeship Initiative (CAI) grants from the Chancellor's Office totaling \$3,117,600 for up to three years to produce and implement apprenticeship programs and apprentices in regenerative medicine, food safety compliance and quality, and medical scientist pathways. The Bioscience Hub was also awarded two grants from the National Science Foundation

(NSF), An Experiential Learning in Emerging and Novel Technologies (ExLENT) grant and an Advanced Technical Education (ATE) grant totaling \$1,649,986; both are three-year grants. The ExLENT grant project provides internships and apprenticeships along with stipends to 60 students at four colleges, including MiraCosta, and the ATE grant project provides professional development to California community college bioscience faculty to provide students with biomanufacturing experience by producing lab kits for feeder high schools while implementing quality, good manufacturing practices, and documentation compliance.

Student Work-Based Learning Experience

Eleven MiraCosta Bachelor's Degree students participated in the CIRM (California Institute for Regenerative) COMPASS program (Creating Opportunities through Mentorship & Partnership across Stem Cell Science; a five-year CIRM COMPASS grant totaling \$2,984,500 was awarded to The Bioscience Hub in 2022 and offered the following internships:

- Open Biopharma Research and Training Institute (Open Biopharma) in Carlsbad (9 students)
- Allele Biotechnology (1 student)
- Servare GMP (1 student)
- 16 students (2 cohorts of 8) from institutions participating in the regional CIRM Bridges to Stem Cell Research programs at CSUSM, which collaborates with MiraCosta and Miramar College, did two-week "micro" internships at Open Biopharma to prepare for a year-long Bridges internships.

A Biological Technician California Apprenticeship Initiative (CAI) Pre-Apprenticeship grant, totaling \$499,100, was awarded to The Bioscience Hub in 2022. As a result of that grant, between students have been placed into pre-apprenticeships for Biological Technicians, including at least 10 students from MiraCosta Biomanufacturing and 23 from California Community Colleges CIRM Bridges programs.

A three-year Food Safety Compliance and Quality CAI Pre-Apprenticeship grant totaling \$499,647 was awarded to The Bioscience Hub in 2022. From that award, approximately 19 students have been placed in a self-paced Food Safety Compliance & Quality pre-apprenticeship program, and six students have completed the Pre-Apprenticeship training and are ready for registration into the Food Safety Compliance and Quality apprenticeship program funded by the CAI Apprenticeship grant awarded in 2023.

School of Career Education (Dr. Al Taccone, Megan Allison, Karl Cleveland, Claudia Flores, Ruben Gomez, Steve Isachsen, Paul Katson, Casey McFarland, Annie Ngo, David Parker, Catherine Walker)

Zero Textbook Cost (ZTC) Grants

The following programs have been awarded statewide ZTC grants in the School of Career Education:

- Artificial Intelligence (New): Associate's (AS) Degree and Certificate of Achievement (COA)
- Entrepreneurship: AS Degree and COA
- Supply Chain Management: AS Degree and COA
- Computer Science: Associate Degree for Transfer (ADT)
- Mobile Computer Applications: AS Degree and COA
- Software Development: AS Degree and COA
- Yoga Instructor: COA

Small Business Development Center (SBDC)

The SBDC is currently thriving in its new San Elijo Campus location. The SBDC Strategic Plan 2023-2025 accomplishments include collaborations with the various college instructional departments and academic credit and noncredit programs to introduce and support entrepreneurship to students as a viable option for economic stability and engage with the UPRISE program to support undocumented students' entrepreneurship goals. Recent accomplishments include collaborating with SEC on various events including the Small Business Resource Fair, help hut participation, and participating in the San Elijo Campus Advisory Board, in-person support, as needed, and as requested by UPRISE on the Oceanside campus, and outreach to local high schools to encourage MiraCosta College enrollment and to promote and support entrepreneurship.

The over \$1 billion Southern California SBDC economic impact for 2023 includes \$822 million in capital access, \$122 million in sales increases, \$60 million in government contracts, 1,318 jobs created, and 234 new business starts.

Veterans Business Outreach Center (VBOC)

The SoCal VBOC is now thriving in its new San Elijo campus location and has officially transitioned to the smaller territory of San Diego and Imperial Valley counties. This smaller territory has allowed the SoCal VBOC to build stronger relationships with the transition program officers responsible for Boots--Business trainings at Miramar, Camp Pendleton, and Navy Base San Diego. The SoCal VBOC has also been working to partner with more organizations, therefore bringing entrepreneurship training to more veterans. The 2023/24 budget award is \$475K.

A summary of 2023 VBOC accomplishments includes:

- 22 new business starts
- 497 counseling referrals to partner organizations
- \$690,500 (up from \$291,000 in 2022) capital infusion
- 1019 counseling sessions
- 142 training events serving 2966 total training attendees
- 1051 total business to business Attendees
- 11 total reboot sessions with 195 total reboot attendees

Automotive Technology

To support additional electric vehicle (EV) curriculum the automotive technology faculty were approved for strong workforce funds for faculty to attend "Train the Trainer" EV training and to purchase equipment and materials to support expanded EV curriculum that enhances the alternative vehicles curriculum already in place.

Accounting and Business

The new 8-week San Elijo site business cohort program has resulted in at capacity enrollment in the business offerings. The communications department offers a similar program that includes the same general education requirements resulting in a strong cohort model and effective and efficient scheduling and enrollment management.

The Volunteer Income Tax Assistance (VITA) program offered by MiraCosta College's Accounting department that trains over 50 students annually to offer free tax preparation to the community will continue in spring 2024 and beyond. MiraCosta College successfully renewed its California Tax Education Council (CTEC) certification that allows the college to certify students who complete the tax program, to be California verified tax preparers.

Child Development

The Child Development Department has embarked on an educational collaboration with the [Childcare Providers United Training Fund](#) (CCPU). This collaboration provides CCPU participating family childcare providers with 12 units of child development courses offered 100 percent in Spanish with their full tuition and fees reimbursed to students from CCPU. These classes are being offered to a cohort of CCPU participants starting spring 2024. Many of the participants have never attended college and are new to the registration process; Spanish-speaking admissions representatives and counselors are supporting their efforts.

The Child Development Department is a proud provider of a path to becoming a Transitional Kindergarten (TK) Teacher, whether in the future, once credentialed, or for those who are already credentialed teachers in need of completing the 24-unit requirement. To be a TK teacher in the state of California, one must hold a teaching credential with 24 units of Early Education/Child Development course. All MiraCosta College child development courses meet the requirements to fulfill these 24 units.

Computer Science

The computer science faculty and Associate Dean, Career Education Benjamin Gamboa presented to San Diego Regional EDC to gain Verified Program Designation for the college's computer science program. Once awarded the computer science program will join the following MiraCosta Verified Program programs:

- Business Administration
- Medical Assisting Professional
- Cybersecurity
- Life Sciences: Research and Development Certificate
- Biomanufacturing

Computer Studies and Information Technologies (CSIT)

A new certificate of achievement and associate in science degree in artificial intelligence (AI) has been approved by the college's curriculum committee and the SDICCCA Region Deans' Council. The program has been submitted to the State Chancellor's Office for approval and will launch in fall 2024.

Career Education (Benjamin Gamboa, Donna Davis, Nina Lovejoy, Amy Pimentel)

MiraCosta College received \$1,441,206 in Strong Workforce Program funding for Round 8 marking the fourth year in a row of higher allocations in incentive funding. MiraCosta has increased its allocation over that time period by nearly \$300,000 due to continuous improvement in various outcome metrics such as career education student retention, completion, employment, and earnings. The Strong Workforce Advisory Group recommended to support the following activities over the next two years:

- Updating automotive lab facilities to support the Electric Vehicle program
- Increasing dual enrollment in career education pathways
- Expanding access to industry certifications in cybersecurity and supply chain management
- Increasing paid internships and mentoring opportunities

In tandem with increases in dual enrollment participation, high school articulations with career education courses and programs continue to expand college credit attainment to high school students. In this past year, 2,790 high school students received articulated college credit by exam—a year-over-year increase of 20 percent.

Career Studies and Services

The opportunity for MiraCosta students to talk with their professors about the college's programs and majors in a casual and celebratory atmosphere at MajorFest drew over 300 students to the Oceanside Campus event on October 11. Over 70 faculty representing 40 different programs hosted tables to discuss the programs and courses they teach, continued study, and related careers. Student Services colleagues also hosted tables to share information about Financial Aid, Student Accessibility Services, CARE, Student Equity, and several other support services. Additionally, on November 14, the Career Center collaborated with the Title V HSI grant to host MiraCosta College's first Carreras y Conexiones job and internship fair designed to increase access to careers for MiraCosta's Latino students.