

MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

REGULAR MEETING 4 P.M. – THURSDAY – DECEMBER 19, 2024 BOARDROOM (1068) – 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. Administer Oath of Office to Board Members
- B. Election of Officers
 - 1. President
 - 2. Vice President
 - 3. Board Secretary and Assistant Board Secretary
- C. Fix Dates, Times, and Locations of 2025 Board Meetings

IV. APPROVE MEETING MINUTES

- A. Workshop of November 7, 2024
- B. Special Meeting/Closed Session of November 21, 2024
- C. Regular Meeting of November 21, 2024

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

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

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

DECORUM: Board Policy 2355 requires members of the public to observe order and decorum at board meetings and to conduct themselves in a courteous manner, avoiding profanity, obscenity, other abusive language, and threats of violence. The board president, as presiding officer, has the authority to run the meeting, which includes the authority to issue warnings, call for recess, 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. Foundation Overview and FY2024 Accomplishments
- B. Facilities Update

VIII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
- B. Approve Employment Contract for Professional Expert Christine Timbol Larson
- C. Approve Employment Contract for Professional Expert Tasi Rodriguez
- D. Authorize Execution of Academic Administrator Employment Contract Dr. Lauren Halsted
- E. Approve Classification of New Position and Job Description for Program Manager, Dual Enrollment
- F. Approve New Professional Expert Position, Description of Duties, and Salary Placement for Program Advisor III and Approve Revised Description of Duties for Program Advisor I and II
- G. Approve Updated Course Agreement with Carlsbad Unified School District for the Spring 2025 Dual Enrollment Program
- H. Approve Updated Course Agreement with San Dieguito Union High School District for the Spring 2025 Dual Enrollment Program
- I. Spring 2025 Program Components for the Oceanside Unified School District CCAP Dual Enrollment Program
- J. Approve Purchase of LeepFrog Technologies, Inc. Software Modules
- K. Notice of Completion Contract #MMC0200027 OC Library Building Renovation Project
- L. Approve Renewal of the Institute for the Future (IFTF) Agreement
- M. Ratify and Approve Contracts and Purchase Orders

IX. ACTION ITEMS

A. Adopt Resolution No. 6-24/25 – Excuse Board Member Absence

X. PERIODIC REVIEW – BOARD POLICIES (Action Required)

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

XI. FIRST READ – BOARD POLICIES

- A. Board Policy 3433 Prohibition of Sexual Harassment Under Title IX
- B. Board Policy 3540 Sexual and Other Assaults on Campus and in Campus Programs

XII. INFORMATION

A. Board Futures Discussion

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 16, 2025 Board Workshop

4 p.m. – January 23, 2025 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 Jeanne Koschwanez, executive assistant to the superintendent/president, at 760.795.6840 or by email at ikoschwanea@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 jkoschwanez@miracosta.edu.

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

BACKGROUND

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

STATUS

This year, four members of the board of trustees will be administered the oath of office: Ann Crosbie, Frank Merchat, Heather Conklin, and Jackie Simon.

RECOMMENDATION

Administer the oath of office to board members.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Subject:	Attachment:
Election of Officers (President, Vice President, Board Secretary, Assistant Board Secretary)	None
Category:	Type of Board Consideration:
Board Organizational Action	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)(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 19, 2024, until the 2025 organizational meeting; elect Superintendent/President Sunita V. Cooke as board secretary and Executive Assistants to the Superintendent/President Julie Bollerud and Jeanne Koschwanez as assistant board secretaries, to serve until the 2025 organizational meeting.

Subject:	Attachment:		
Fix Dates, Times, and Location of 2025 Board Meetings	Proposed 2025 Meeting Schedule		
Category:	Type of Board Consideration:		
Board Organizational Action	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 dates, times, and places for regular governing board meetings.

STATUS

A schedule of meetings for 2025 is presented for review and final approval.

RECOMMENDATION

Fix the date, time, and location for the 2025 board meetings, as proposed.



BOARD OF TRUSTEES

DRAFT

Date - 2025		Board Meeting	Location
Thu. Jan. 16	2-6 p.m.	Board Workshop	Oceanside Campus
Thu. Jan. 23	4 p.m.	Business Meeting	Oceanside Campus
Thu., Feb. 20	4 p.m.	Business Meeting	Oceanside Campus
Thu., Mar. 27	1:30 p.m. 4 p.m.	Board Workshop and 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
Thu., June12	4 p.m.	Budget Workshop	Oceanside Campus
Thu., June 26	4 p.m.	Business Meeting	Oceanside Campus
Thu., July 17	4 p.m.	Business Meeting	Oceanside Campus
Thu., Aug. 21	4 p.m.	Business Meeting	Oceanside Campus
Thu., Sept. 4	4 p.m.	Board Workshop	Oceanside Campus
Thu., Sept 11	4 p.m.	Business Meeting	Oceanside Campus
Thu., Oct. 16	4 p.m.	Business Meeting	San Elijo Campus
Thu., Nov. 6	4 p.m.	Workshop	Community Learning Center
Thu., Nov. 20	4 p.m.	Business Meeting	Oceanside Campus
TBD Dec. 18	4 p.m.	Organizational Meeting	Oceanside Campus



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

MINUTES OF REGULAR MEETING / WORKSHOP

NOVEMBER 7, 2024 (DRAFT)

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in a regular meeting/workshop on Thursday, November 7, 2024, in the Community Room at the Community Learning Center. Vice President Clendening called the meeting to order at 4:05 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present: Raye Clendening Heather Conklin George McNeil

Frank Merchat Anna Pedroza Jacqueline Simon

Board members absent: Rick Cassar

Administrators present: Superintendent/President Sunny Cooke Assistant Superintendent/Vice President Denée Pescarmona Assistant Superintendent/Vice President Alketa Wojcik

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

Superintendent/President Cooke thanked the many folks who made it possible for MiraCosta's Oceanside Campus to be a polling place last week. She commended the welcoming and helpful nature of the poll workers who worked tirelessly to accommodate the record number of voters.

Dean John Makevich warmly welcomed the board to the CLC.

IV. CHANGES IN AGENDA ORDER None.

V. WORKSHOP

A. Career Education Update: Focus on Healthcare Pathways

Dean Danielle Lauria, Associate Dean Ben Gamboa, and faculty members from the Medical Administrative Professional and Certified Nursing Assistant (CNA) programs— Rich Dicker, Emily Mercuri, and Michelle Odum—shared insights into the evolving landscape of healthcare education, focusing on the growing demand for skilled professionals, challenges in the sector, and new opportunities for career advancement. As California grapples with a significant shortage in its healthcare workforce, it is becoming increasingly difficult to meet the demand for trained professionals. The San Diego region alone is expected to see a 30 percent increase in healthcare job openings over the next decade. In response to this demand, MiraCosta College is dedicated to preparing students for entry-level positions in the healthcare field, equipping them with the skills necessary to thrive in a rapidly evolving industry.

Rich Dicker provided a detailed overview of the Medical Administrative Professional program, highlighting six certificates of achievement available to students. He proudly shared the impressive exam pass rates of MiraCosta's programs, which exceed national averages. For example, MiraCosta's Certified Clinical Medical Assistant (CCMA) cohorts boast a 93 percent pass rate, well above the national average of 76 percent. Similarly, the college's pass rate for the Certified Billing and Coding Specialist exam is 84 percent, compared to the national average of 77 percent. Additionally, 80 percent of Medical Assistant students are employed within 90 days of completing the program, showcasing the high demand for graduates in this field.

To address the need for more healthcare workers, MiraCosta has also established a dual enrollment pathway with Oceanside Unified School District (OUSD), allowing high school students to access medical assistant training and get a head start on their careers. Currently, 38 students are dual enrolled in these courses, which further expands access to high-quality healthcare education.

Emily Mercuri presented an overview of the Certified Nursing Assistant (CNA) and Home Health Aide (HHA) programs. MiraCosta offers five CNA cohorts annually, with each cohort completing an eight-week program, leading to approximately 90 completions each year. Notably, MiraCosta students have achieved a perfect 100 percent pass rate on both the written and skills exams for CNA certification. This remarkable achievement is supported by grant funding that covers testing fees and other financial assistance to ensure students can complete their programs without additional financial barriers.

Michelle Odum, Program Director for the CNA and HHA programs, discussed employment trends in healthcare, highlighting the projected 25-50 percent growth in jobs over the next decade. This growth creates significant opportunities for career advancement, including the ability to "stack" credentials—acquiring multiple certifications to enhance employability and earnings potential. MiraCosta's strong reputation within the healthcare industry and with community partners further strengthens the value of its programs, providing students with valuable connections and a competitive edge in the job market.

Two former students shared their positive experiences with MiraCosta's programs. One student, who completed the CNA program, secured employment within one week of finishing the course and is now pursuing her RN (Registered Nurse) degree at MiraCosta. Both students highlighted the exceptional quality and reputation of MiraCosta's Nursing Program, emphasizing how the education and support they received were instrumental in their success.

As the demand for healthcare professionals continues to rise, MiraCosta College remains a vital resource for training the next generation of workers, offering students not only the technical skills they need but also the career pathways to grow and succeed in the healthcare industry. Through innovative programs like dual enrollment, strong community partnerships, and a focus on career ladders, MiraCosta is positioning its graduates to thrive in one of the fastest-growing sectors of the economy.

B. Dual Enrollment Update

Dean Zhenya Lindstrom provided a comprehensive update on MiraCosta College's Dual Enrollment Program, highlighting key developments in state policy, program success, strategic planning, and the evolving opportunities for high school students. The presentation encompassed a broad range of topics, including recent state policy changes, access and success data, ongoing improvements, and the challenges and opportunities that lie ahead for the program's future.

A central feature of MiraCosta's dual enrollment offering is the Career and College Acceleration Pathway (CCAP), which provides structured pathways for high school students in the Oceanside Unified School District (OUSD). This pathway enables students to earn college credit while still in high school, offering a clear and supportive transition into higher education. MiraCosta also maintains dual enrollment agreements with Carlsbad Unified School District and San Dieguito Union High School District, further expanding access to college courses for local students.

The CCAP program has seen impressive growth in recent years. Participation has surged from 463 students in the 2021/22 academic year to 639 students in 2023/24. Notably, the program shows no signs of slowing down, with 458 students already enrolled for fall 2024. One of the exciting new initiatives is the development of a four-year biomanufacturing pathway with OUSD, which is set to launch in fall 2025. This pathway will provide students with specialized training and hands-on learning opportunities in a high-demand field. Additionally, Measure X grant funding from the City of Oceanside has enabled the launch of paid internships that offer both work experience and college credit, developed in collaboration with OUSD, MiraCosta faculty, the Career Center, Financial Aid Office, and local employers.

Lindstrom emphasized that dual enrollment serves as an excellent alternative to traditional Advanced Placement (AP) classes, which do not guarantee college credit and come with the added expense of AP exam fees. With dual enrollment, high school students can earn college credit at MiraCosta without paying enrollment fees. Furthermore, these dual enrollment courses have demonstrated even higher success rates than similar non-CCAP courses, thanks to the comprehensive support systems embedded in the program, including dedicated faculty and robust student services.

In addition to these updates, Lindstrom provided an overview of SB-1244, recent legislation that expands the scope of CCAP partnerships. The bill now allows existing CCAP agreements to be amended or new agreements to be established with a community college district outside of the primary community college's service area, provided certain criteria are met. This development opens new possibilities for cross-district collaboration and further extends access to higher education opportunities for high school students across a wider geographic area.

The growth and evolution of MiraCosta's dual enrollment program underscore the institution's commitment to increasing college access, supporting student success, and fostering workforce readiness. As the program continues to expand, it offers even more promising opportunities for high school students to engage in meaningful educational experiences that prepare them for both college and careers.

VI. ADJOURNMENT

The meeting adjourned at 6:10 p.m.

MINUTES APPROVAL:

Raye Clendening Vice President

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



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

MINUTES OF CLOSED SESSION MEETING

NOVEMBER 21, 2024 (DRAFT)

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, November 17, 2024, in Room 1054 on the Oceanside Campus. President Rick Cassar called the meeting to order at 1:30 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present: Rick Cassar Raye Clendening Heather Conklin Jackie Simon

George McNeil Frank Merchat Anna Pedroza

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

Others present: Legal Counsel Randy Winet (virtually) Legal Counsel Pilar Morin (virtually)

III. PUBLIC COMMENT ON ITEMS ON AND NOT ON THE AGENDA None.

IV. DECLARE NEED FOR CLOSED SESSION

At 1:30 p.m., the board announced the need to enter closed session, along with Superintendent/President Cooke, Assistant Superintendent/Vice President Charlie Ng, and virtually by Randy Winet and Pilar Morin, to discuss the following topics:

A. Conference with Labor Negotiators

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

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

C. Conference with Legal Counsel (Pursuant to Government Code section 54956.9(d)(2)) Existing Litigation, Number of Potential Cases: 1

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

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

A. Conference with Labor Negotiators

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

No report.

B. Employee Discipline/Dismissal/Release, Number of Potential Cases: 1

(Pursuant to Government Code section 54957) No report.

C. Conference with Legal Counsel

(Pursuant to Government Code section 54956.9(d)(2)) Existing Litigation, Number of Potential Cases: 1 No report.

VI. ADJOURNMENT

The meeting adjourned at 3:15 p.m.

MINUTES APPROVAL:

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



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

MINUTES OF REGULAR MEETING

NOVEMBER 21, 2024 (DRAFT)

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, November 21, 2024, in the Boardroom on the Oceanside Campus. President Cassar called the meeting to order at 3:59 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present: Rick Cassar Raye Clendening Heather Conklin George McNeil

Frank Merchat Anna Pedroza Jackie Simon

Board Members absent: Rahime Demirci (Student Trustee)

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

III. APPROVE MEETING MINUTES

A. Special Meeting/Closed Session of October 17, 2024

By motion of Trustee Conklin, seconded by Trustee Clendening, the board approved
the minutes of the special meeting/closed session of October 17, 2024.Vote:5/0/2Aye:Cassar, Clendening, Conklin, Pedroza, SimonAbstentions:Merchat, McNeilAbsent:None

B. Regular Business Meeting of October 17, 2024

By motion of Trustee McNeil, seconded by Trustee Conklin, the board approved the minutes of the regular business meeting of October 17, 2024. Vote: 6/0/1 Aye: Cassar, Clendening, Conklin, McNeil, Pedroza, Simon Abstentions: Merchat Absent: None

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

Community member Aurora Hall from 101 Main Street Association expressed her concern about the cost of participating in the Farmers Market held at the San Elijo Campus.

V. CHANGES IN AGENDA ORDER None.

VI. PRESENTATIONS

A. Student Success and Equity Metrics

Dean Chris Tarman presented the most recent metrics, trends, and analyses from the leading and lagging indicators for the College's first-time-in-college cohorts from the Guided Pathways Dashboard. He noted that trends in nearly all of the leading indicators of the cohorts have continued to improve since fall 2021. For example, completed matriculation in the first term, attempted/completed 12 or more units in the first term, percentage of units completed in first term, course success rates in first term, completed comprehensive education plans in the first year, and completed transfer-level English in the first year have shown noticeable increases, with some of these areas having reached or exceeded pre-Covid levels. It is important to note that improvement in these leading indicators will positively impact the overall completion rates. The percentage of students who complete a degree, certificate, or transfer to a university within three years has steadily increased since fall 2015, rising over eight percentage points.

During the presentation, it was noted that transfer-level math completion rates decreased during Covid and have only ticked up slightly since fall 2021, mainly due to fewer students attempting transfer-level math in the first year. This led to a discussion with several students attending the board of trustees meeting as a class assignment. The students voluntarily shared valuable details about their experiences at MiraCosta and with taking math and English during their first year in college.

VII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
- **B.** Approve Employment Contract for Professional Expert
- C. Approve Increase to Hourly Pay Rates Effective January 1, 2025, and Set Minimum Wage to \$16.50
- D. Approve Revised Request to Travel to London, England, from July 8-15, 2024, to January 8-15, 2025, for Ruben Gomez and Rick White
- E. Notice of Completion- Bid #C11-24 OC Library Roof Replacement Project
- F. Notice of Completion- Bid #C14-23 OC Barrier Removal Project
- G. Approve Purchase of Nuventive Improve Software
- H. Ratify and Approve Contracts and Purchase Orders

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

Vote:	7/0/0
Aye:	Cassar, Clendening, Conklin, McNeil, Merchat, Pedroza, Simon
Abstentions:	None
Absent:	None

VIII. ACTION ITEMS

A. Establish Date and Time of Annual Organizational Board Meeting
By motion of Trustee Merchat, seconded by Trustee Clendening, the board
established December 19, 2024, for the annual organizational meeting.
Vote: 7/0/0
Aye: 7/0/0
Aye: Cassar, Clendening, Conklin, McNeil, Merchat, Pedroza, Simon
Abstentions: None
Absent: None

B. Adopt Resolution No. 5–24/25 Granting Emeritus Trustee Status to George McNeil

By motion of Trustee Merchat, seconded by Trustee Clendening, the board adoptedResolution No. 5-23/25 granting trustee emeritus trustee status to George McNeil.Vote:6/0/1Aye:Cassar, Clendening, Conklin, Merchat, Pedroza, SimonAbstentions:McNeilAbsent:None

IX. INFORMATION ITEMS

A. Annual Financial and Budget Report

The Annual Financial and Budget Report was reviewed for information.

B. First Quarter Fiscal Report

The First Quarter Fiscal Report was reviewed for information.

C. Municipal Storm Water Management Plan Annual Implementation Update

A Municipal Storm Water Management Plan Annual implementation update was provided for information.

X. COLLEGE-RELATED REPORTS

A. Trustees Activities

Trustees attended the Community Leaders Breakfast: Report to the Region in Carlsbad on October 20.

Trustee Clendening attended the North County Philanthropy Council's volunteer awards, where MiraCosta College Foundation's Emeritus Board Member Alec Babiarz was awarded volunteer of the year for the Foundation. Trustee Clendening also represented the Board of Trustees at the Foundation's quarterly meeting, where they made a call for additional scholarship donations to close the gap in funding for qualified students, welcomed two new board members, and congratulated Jimmy Figueroa on his recent Oceanside City Council election. Additionally, she reminded the board that December 3 is Giving Tuesday, and the Foundation is asking for \$90 contributions to celebrate the 90th anniversary of the college.

Trustee Clendening and Trustee Cassar attended the Dia de los Muertos event at the San Elijo Campus, while Trustee Conklin represented trustees in the community by attending the City of Oceanside's Dia de los Muertos celebration.

Trustee McNeil continues his support of MiraCosta Athletics by attending recent rugby and soccer games, praising their performance and records, and he looks forward to supporting the upcoming basketball games.

Trustee Pedroza, along with Trustees Simon and Cassar, Dr. Cooke, and trustees from other local colleges attended the Association of Community College Trustees (ACCT) conference in Seattle. Trustee Cassar presented at the conference as part of a panel presentation.

Trustee Pedroza, along with Trustees Conklin, McNeil, and Cassar attended the ribboncutting ceremony for the new Student Services Building on November 18. They congratulated all MiraCostans for their work in bringing the project to completion

Trustees Merchat and Cassar attended the Hispanic Networking Breakfast and congratulated the organizers on a well-run event.

B. Students

Vice President Alketa Wojcik shared a written report from Student Trustee Rahime Demirci, who was attending leadership training in Sacramento. She represented the student body at the ribbon-cutting ceremony for the new Student Services Building and thanked everyone involved.

C. Classified Employees

Kimberly Holmes, currently serving as Interim Classified Senate (CS) vice president, reported the End of Year Celebration is scheduled for December 20 at El Camino Country Club, and she encouraged all to attend. Proceeds from the online holiday gift basket auction will fund student scholarships. She thanked Angelena Boles for her work on the Outstanding Classified Employee award program and noted that submissions are being accepted through today.

D. Faculty

Academic Senate (AS) President curry mitchell shared he attended the Fall Statewide AS Plenary. He expressed appreciation for the way governance is structured at MiraCosta, which is very inclusive and supportive of associate faculty. mitchell highlighted resolutions from the recent statewide Academic Senate conference, such as establishing a Native American holiday and integrating nutritional science as a Cal-GETC Area requirement. He also highlighted the work of several faculty members, including Delores Loedel, the Honors Scholar Program Coordinator, and Amena Coronado, Kyle Arriola, Donjay Hardaway, and Sean Davis, who are planning a field day event for faculty and students "devoted to play, friendly competition, relaxing activities, and outdoor fun," leading to community and engagement. mitchell also shared his classroom practice of tracking student participation and reflecting on their progress.

E. Assistant Superintendents/Vice Presidents

1. Instructional Services

Assistant Superintendent/Vice President Pescarmona reported enrollment numbers have increased by about 1 percent in FTES, and spring enrollment is up by 11.5 percent in headcount and 13.5 percent in FTES from last year. The institution is addressing fraudulent enrollments, having removed about 500 fraudulent students from 2,500 enrollments. The college received over \$7 million in grants from the California Apprenticeship Commission to support student internships and high-wage opportunities. The college is also complying with new general education requirements (AB 1111 and AB 928), and she invited everyone to attend MiraCosta holiday celebrations featuring music, dance, and art performances. She thanked Trustee McNeil for being present at so many student activities and events, noting the positive impact it makes on students.

2. Student Services

Assistant Superintendent/Vice President Wojcik appreciated Trustee McNeil, and she and students look forward to continuing to see him at future events. This week is Homeless and Hunger Awareness Week, and the CARE Department and Service Learning organized various activities, including a tenant rights session and a campus thrift store providing students with clothing, backpacks, and suitcases. The food pantry, now in a new location on the Oceanside Campus, is busy daily. Additionally, International Education Week featured a passport drive and the opening of study abroad program sign-ups, with high student interest in trips to Japan and Florence (both are full with wait lists).

3. Administrative Services

Assistant Superintendent/Vice President Flood submitted a written report. Additionally, he thanked Trustee McNeil for his contributions and support. He also announced that the district won the San Diego County Taxpayers Golden Watchdog Award, highlighting the collaborative efforts of staff and administrators. The demolition of the old 3000 buildings has begun, and there is excitement for the new facilities while recognizing all the memories in the previous buildings. The parking lot in front of the Administration Building has been resurfaced and will open on December 2, allowing the district to close out some DSA projects. Lastly, he expressed gratitude for the contributions of several long-serving employees (Max Robinson, Lori Schneider, Katie White, Lonnie White) who are retiring.

4. Human Resources

Assistant Superintendent/Vice President Ng reported HR is focused on enhancing employee engagement and has been piloting a new orientation program and a leadership development initiative. They are also working to diversify the workforce through innovative recruitment strategies and website improvements. Additionally, HR is reviewing the wellness benefits program to promote overall well-being among employees. Ng thanked Trustee McNeil for his dedicated service and focus on students.

F. Superintendent/President

Superintendent/President Cooke acknowledged Trustee McNeil for his leadership and unwavering support as an ambassador of the college, and she thanked MiraCostans for their work throughout the year. Despite having gaps in the organization due to staff movements and retirements, the work continues, thanks to the dedication of MiraCosta employees and leadership.

The Public Information Office (PIO) was incredibly active during the voting period, and the advancement team has been busy with year-end fundraising. Dr. Cooke expressed appreciation for the board's support in sharing MiraCosta's story on the national stage, particularly in her role as president of the American Association of Community Colleges, where she has a monthly column in their journal. During her recent visit to the White House, collaborative workforce development and education initiatives were highlighted, along with the long-term positive outcomes of the CHIPS Act and the Infrastructure Act.

Dr. Cooke invited everyone to the upcoming Encinitas holiday parade on December 7. She expressed gratitude for the opportunity to take a mini-sabbatical starting Monday and thanked everyone who has stepped up to help, especially the administrative team.

XI. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

None.

XII. ADJOURNMENT

The meeting adjourned at 6 p.m.

MINUTES APPROVAL:

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

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Subject:	Attachment:		
Foundation Overview and FY2024 Accomplishments	PowerPoint Presentation		
Category:	Type of Board Consideration:		
Presentations	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

The board of trustees is provided with periodic updates of programs and projects.

STATUS

Vice President of Institutional Advancement Shannon Stubblefield will recap MiraCosta College's Office of Advancement, specifically Foundation accomplishments over the past year and will review the institutional advancement structure.

RECOMMENDATION

For information only.

Subject:	Attachment:		
Facilities Update	PowerPoint Presentation		
Category:	Type of Board Consideration:		
Presentation	Information Consent Action		
Institutional Goals:	Institutional Goal Supported:		
mcc_mission_statement.pdf (miracosta.edu)	Goal 1 Goal 2 Goal 3 Goal 4		
Recommended:	Approved for Consideration:		
Tim Flood	Sunita V. Cooke, Ph.D.		
Assistant Superintendent/Vice President, Administrative Services	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 and Lease Revenue Bond (LRB), 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.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Subject:	Attachme	ent:		
Ratify Recommendations of Superintendent/President in Approving Personnel Actions	None			
Category:	Type of Board Consideration:			
Consent Items	Informati	on	Consent	Action
Institutional Goals:	Institutional Goal Supported:			
mcc_mission_statement.pdf (miracosta.edu)	Goal 1	Goal 2	Goal 3	Goal 4
Recommended:	Approved for Consideration:			
In i		R	2	
Charlie Ng		Cooke, 🖻		
Assistant Superintendent/Vice President, Human Resources	Superinte	endent/Pro	esident	

STATUS

1. Retirement of the following academic administrators and employees:

Russell Waldon, Interim Dean, School of Humanities, Communication Studies, & Math, position P-09892, effective December 31, 2024.

Donna Davis, Faculty Coordinator, Career Center, position P-00444, effective December 30, 2024.

John Turbeville, Instructor, Geology, position P-00541, effective December 31, 2024.

Jeffrey Ihara, Instructor, Biology, position P-00477, effective December 14, 2024.

2. Retirement of the following classified administrators and employees:

Katie White, Director, Fiscal Services, position P-00143, effective December 30, 2024.

Max Robinson, Building Maintenance Mechanic III, Facilities Maintenance, position P-00082, effective December 30, 2024.

Nina Lovejoy, Program Manager, Employment Services, position P-04808, effective December 31, 2024.

Deborah Adler, Administrative Assistant to the Dean, Instructional Services, position P-00023, effective December 30, 2024.

Lori Schneider, Administrative Assistant to the Associate Vice President, Information Technology Services, position P-00032, effective December 30, 2024.

Lonnie White, Technology Services Analyst, ITS Technology Support Services, position P-00390, effective December 30, 2024.

3. Employment of the following regular classified employees:

Sona Wolfe, Human Resources Analyst, position P-00189, classified salary range 29, step 2, \$7,823 per month, full-time, 12 months per year, effective December 16, 2024. Sona was selected through an open recruitment process.

Brent Bjorndal, Buyer, Purchasing, position P-07050, classified salary range 24, step 1, \$6,417 per month, full-time, 12 months per year, effective November 18, 2024. Brent was selected through an open recruitment process.

Valerie Mora, Academic Services Coordinator, MESA, position P-12090, classified salary range 26, step 2, \$7,173 per month, full-time, 12 months per year, effective November 25, 2024. Valerie was selected through an open recruitment process.

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

Mike Turner, Lead Building Maintenance Mechanic, position P-00254, has accepted the position of Facilities Manager, position P-00164, classified salary range 37, longevity year 14, \$12,796.25 per month, full-time, 12 months per year, effective December 4, 2024. Mike was selected through an open recruitment process.

Miriam Anderson, Accounting Specialist, position P-00016, has accepted the position of Accountant II, position P-00014, classified salary range 30, longevity year 7, \$9,684.66 per month, full-time, 12 months per year, effective November 19, 2024. Miriam was selected through an open recruitment process.

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

Kristin Bebout, Administrative Assistant to the Dean, Career Education Grants, position P-00028, will continue to serve as Interim Career Education Grants Coordinator, classified salary range 26, longevity year 7, \$8,626 per month, full-time, effective August 5, 2024 – June 30, 2025.

6. Temporary change of assignment for the following classified employees:

Marilyn Roybal, Administrative Division Academic Assistant, Instructional Services, position P-05134, will increase in hours from 24 to 40 hours per week, effective December 2, 2024 - June 30, 2025.

Sugeily Cervantes, Student Support Advisor, Student Services Welcome Center, position P-05837, will temporarily serve as Student Services Coordinator, Financial Aid, range 26, longevity year 8, \$8,712.25 per month, full-time, effective November 14, 2024 - June 30, 2025.

7. Employee 02131099 requests catastrophic leave donations in accordance with Board Policy 7345. Donations are needed as the employee will exhaust all paid leave

entitlements. The employee will need approximately 29.43 hours to remain in full paid status through December 20, 2024.

8. Employment of the following associate faculty members for the 2025 spring session, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty:

AlexandraHarrisonAdJameyKeetonAdJameyDiBernardo-WagnerBiCristaDiBernardo-WagnerBiCarolineIacuanielloBiEvaHawaraBiCorinneMcCoyBiJoannaKahlowCdDoreenEwertErGregoryMarshallHiJanetteLarsonLarSteveBarsottiMAbigailFerrieriNaCharaCoteNaOmarFakhriP	dult High School dult High School dult High School dult High School diological Sciences diological Sciences diological Sciences diological Sciences diological Sciences diological Sciences distory etters, Transfer dusic doncredit Short Term Vocational dursing chilosophy & Religious Studies dociology
Beatriz Palmer So	ociology
Liana Covarrubias So	ociology

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

Accounting – Lisa Carroll

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.

10. 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 Type	Job Title	Assignment	Department	Pay Rate	Start Date	End Date
Abigail Leaupepe-Tele	Assistant Coach	Short-term	Athletics & Intramurals	\$29.38/hr	12/20/24	6/30/25
Alexander Aurich	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr	12/20/24	6/30/25
Alexander Ottewell	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr	12/20/24	6/30/25
Alexandra Proctor	Campus Aide I	Short-term	Honors	\$16.50/hr	1/20/25	5/23/25
Alexandria Johnson	Campus Aide II	Short-term	Horticulture	\$18.50/hr	1/21/25	6/30/25
Andrew McKinnell	Campus Aide I	Short-term	Honors	\$16.50/hr	1/20/25	5/22/25
Anna Hoffmeyer	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr	12/20/24	6/30/25
y			Academic Support &	·		
Benjamin Biel	Apprentice III	Substitute	Innovations	\$18.00/hr	12/20/24	6/30/25
Chantelle Cecilia						
Estabillo	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr	12/20/24	6/30/25
Charlotte Crewse	Campus Aide I	Short-term	Honors	\$16.50/hr	1/20/25	5/22/25
Courtney Ralph	Campus Aide I	Short-term	Honors	\$16.50/hr	1/20/25	5/23/25
D 11 D 1			Academic Support &	* • • • • • *		
Daniel Zapata	Apprentice III	Substitute	Innovations	\$18.00/hr	12/20/24	6/30/25
Dax Taraleskof	Apprentice I	Short-term	Learning Centers	\$16.00/hr	12/20/24	6/30/25
Dharma Dorazio	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr	12/20/24	6/30/25
Diego Del Real	Campus Aide I	Short-term	Honors	\$16.50/hr	1/20/25	5/23/25
Dominique Torres	Campus Aide I	Short-term	Theatre & Film	\$16.00/hr	12/20/24	6/30/25
George Gorges	Apprentice III	Substitute	STEM Learning Center Academic Support &	\$18.00/hr	12/20/24	6/30/25
Isabella Melendy	Apprentice III	Substitute	Innovations	\$18.00/hr	12/20/24	6/30/25
Issabella Moreno	Apprentice III	Short-term	STEM Learning Center	\$18.00/hr	12/20/24	6/30/25
Jacobo Navarro						
Cortes	Campus Aide II	Short-term	Horticulture	\$18.50/hr	1/21/25	5/23/25
Jaelyn Gunn	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr	12/20/24	6/30/25
Jayden Linney	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr	12/20/24	6/30/25
Jenn Shin	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr	12/20/24	6/30/25
	Academic					
	Records		Admissions & Records,	A - - - - /		
Jorge Salas	Evaluator	Short-term	Academic Records	\$35.98/hr	1/6/25	6/30/25
Joseph Johnson	Apprentice I	Substitute	Learning Centers	\$16.00/hr	12/20/24	6/30/25
Kimrut Kaur	Appropriate III	Substitute	Academic Support & Innovations	\$18.00/hr	12/20/24	6/30/25
	Apprentice III			-	1/6/25	
Kylee Weinstein Margaret Willett	Apprentice III Apprentice III	Substitute Substitute	STEM Learning Center STEM Learning Center	\$18.50/hr \$18.00/hr	12/20/24	6/30/25 6/30/25
Margaret Willett		Substitute	Academic Support &	φ18.00/11	12/20/24	0/30/25
Mario-Steven Estrada	Apprentice III	Substitute	Innovations	\$18.00/hr	12/20/24	6/30/25
		Cabolilato	Academic Success &	Q10.00 /11	12/20/21	0,00,20
Marvin Saint Rose	Campus Aide III	Short-term	Equity	\$20.50/hr	1/6/25	6/30/25
	Student Support		Student Services	·		
Mauri Phillips	Advisor	Substitute	Welcome Center	\$34.95/hr	12/1/24	6/30/25
Melody Hernandez						
Solorio	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr	12/20/24	6/30/25
			Academic Support &	* • • • • • *		a /a a /a =
Monica Jose	Apprentice III	Substitute	Innovations	\$18.00/hr	12/20/24	6/30/25
Rachel Graf	Apprentice I	Short-term	Learning Centers	\$16.00/hr	12/20/24	6/30/25
Ricardo Sanchez	Apprentice III	Short-term	Horticulture	\$18.50/hr	1/13/25	6/30/25
Robert Luther	Campus Aide I	Short-term	Student Services, CLC	\$16.50/hr	1/2/25	6/30/25
Pyon Fornoworth	IT Consultant	Short torm	ITS Technology Support Services	\$55.00/br	12/20/24	6/30/25
Ryan Farnsworth		Short-term		\$55.00/hr		
Ryan Songco	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr	12/20/24	6/30/25
Samuel Vazquez	Instructional Aide	Short-term	Workforce IOA	\$24.72/hr	12/20/24	6/30/25
	Support Assistant,					
	Noncredit Adult					

Shelby Sprague	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr	12/20/24	6/30/25
	Early Childhood					
	Education					
	Instructional		Child Development			
Tabassum Ali	Specialist	Substitute	Center	\$32.04/hr	12/2/24	5/31/25
Tressah Tuazon	Apprentice I	Short-term	Learning Centers	\$16.00/hr	12/20/24	6/30/25
			Academic Support &			
Tressah Tuazon	Apprentice III	Substitute	Innovations	\$18.00/hr	12/20/24	6/30/25
Tyler Willis	Apprentice III	Substitute	STEM Learning Center	\$18.00/hr	12/20/24	6/30/25
Vincemmanuel			Academic Support &			
Magsayo	Apprentice III	Substitute	Innovations	\$18.00/hr	12/20/24	6/30/25
Xavier Moya	Instructional Aide	Short-term	Workforce IOA	\$24.72/hr	1/2/25	6/30/25

RECOMMENDATION

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

Subject:	Attachment:		
Approve Employment Contract for Professional Expert	Employment Contract for Professional Expert		
Category:	Type of Board Consideration:		
Consent Items	Information Consent Action		
Institutional Goals:	Institutional Goal Supported:		
mcc_mission_statement.pdf (miracosta.edu)	Goal 1 Goal 2 Goal 3 Goal 4		
Recommended:	Approved for Consideration:		
Chili (
Charlie Ng	Sunita V. Cooke, Ph.D.		
Assistant Superintendent/Vice President, Human Resources	Superintendent/President		

BACKGROUND

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

The San Diego & Imperial Center of Excellence (COE) serves the 10 regional community colleges with research and professional development and is funded by the California Community Colleges Chancellor's Office and Regional Consortium Strong Workforce Program (SWP). The Associate Director, Center of Excellence is responsible for managing the day-to-day operations of the COE and providing leadership to other COE staff. The Associate Director will manage the COE's multiple grants and ensure the successful completion of COE research and professional development projects.

STATUS

The following individual is recommended for a professional expert contract with the term commencing on December 13, 2024 – June 30, 2025:

• Christine Timbol Larson, Associate Director, Center of Excellence, full-time, annual rate \$127,655 (2024/25 professional expert salary schedule). Annual salary will be prorated based on the contract months for the current fiscal year.

RECOMMENDATION

Approve employment contract for professional expert, as stated above.

MiraCosta Community College District PERSONAL SERVICES CONTRACT

This contract ("Agreement") between the MiraCosta Community College District ("District") and Christine Timbol Larson ("Larson"), an individual, is made as of December 13, 2024.

Recitals

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

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

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

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

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

Terms and Conditions

1. Position and Term.

1.1 Position. District agrees to retain Larson and Larson agrees to be retained by District as Associate Director, Center of Excellence. Larson has the responsibilities and authority that are associated with Larson's position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.

1.2 Term. The term of this Agreement is from December 13, 2024, to June 30, 2025, unless terminated pursuant to the terms of this Agreement.

2. Salary and Benefits.

2.1 Salary. Larson shall be paid \$127,655 annually on the professional expert salary schedule. The salary will be prorated for service performed of less than one year. The salary will be paid according to District's customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

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

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

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

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

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

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

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

7. Provisions of Government Code Sections 53243.3-53243.4.

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

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

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

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

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

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

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

9. Representations and Warranties.

Larson represents and warrants that Larson:

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

MiraCosta Community College District

By: _

Sunita V. Cooke, Ph.D. Superintendent/President Christine Timbol Larson

Subject:	Attachment:
Approve Employment Contract for Professional Expert	Employment Contract for Professional Expert
Category:	Type of Board Consideration:
Consent Items	Information Consent Action
Institutional Goals:	Institutional Goal Supported:
mcc_mission_statement.pdf (miracosta.edu)	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Approved for Consideration:
Chu li	
Charlie Ng	Sunita V. Cooke, Ph.D.
Assistant Superintendent/Vice President, Human Resources	Superintendent/President

BACKGROUND

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

The San Diego & Imperial Center of Excellence (COE) serves the 10 regional community colleges with research and professional development and is funded by the California Community Colleges Chancellor's Office and Regional Consortium Strong Workforce Program (SWP).

STATUS

The following individual is recommended for a professional expert contract with the term commencing on November 12, 2024 – June 30, 2025:

 Tasi Rodriguez, Regional Professional Development Manager, Center of Excellence for Labor Market Research, full-time, \$99,441 per year (2024/25 professional expert salary schedule). Annual salary will be prorated based on the contract months for the current fiscal year.

RECOMMENDATION

Approve employment contract for professional expert, as stated above.

MiraCosta Community College District PERSONAL SERVICES CONTRACT

This contract ("Agreement") between the MiraCosta Community College District ("District") and Tasi Rodriguez ("Rodriguez"), an individual, is made as of November 12, 2024.

Recitals

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

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

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

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

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

Terms and Conditions

2. Position and Term.

1.3 Position. District agrees to retain Rodriguez and Rodriguez agrees to be retained by District as Regional Professional Development Manager, Center of Excellence for Labor Market Research. Rodriguez has the responsibilities and authority that are associated with Rodriguez's position as defined in the position description and all other duties and responsibilities as assigned or required by the Superintendent/President or designee.

1.4 Term. The term of this Agreement is from November 12, 2024 to June 30, 2025, unless terminated pursuant to the terms of this Agreement.

2. Salary and Benefits.

2.1 Salary. Rodriguez shall be paid \$99,441 annually on the professional expert salary schedule. The salary will be prorated for service performed of less than one year. The salary will be paid according to District's customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

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

• Eight (8) hours of vacation accrued per month of service (up to 240 hours annually). Rodriguez may accrue up to twice the annual allotment in successive contract years;

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

2.3 Overtime Status. The parties acknowledge and agree that the position of Regional Professional Development Manager, Center of Excellence for Labor Market Research may require more than 40 hours of work per week. The parties further acknowledge that this position is exempt from the payment of overtime under state and federal law.

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

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

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

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

7. Provisions of Government Code Sections 53243.3-53243.4.

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

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

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

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

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

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

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

9. Representations and Warranties.

Rodriguez represents and warrants that Rodriguez:

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

MiraCosta Community College District

By: _

Sunita V. Cooke, Ph.D. Superintendent/President Tasi Rodriguez Regional Professional Development Manager, Center of Excellence for Labor Market Research

Subject:	Attachment:
Authorize Execution of Academic Administrator Employment Contract	Employment Contract
Category:	Type of Board Consideration:
Consent Items	Information Consent Action
Institutional Goals:	Institutional Goal Supported:
mcc_mission_statement.pdf (miracosta.edu)	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Approved for Consideration:
(In i	
Charlie Ng	Sunita V. Cooke, Ph.D.
Vice President, Human Resources	Superintendent/President

BACKGROUND

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

STATUS

After a competitive search and a recommendation by the search committee and the superintendent/president, Dr. Lauren Halsted is recommended to serve as the Dean of Humanities, Communication Studies & Math, effective January 13, 2025. The annual salary will be \$198,148, full time, doctorate, step 1 on the 2024/25 academic administrator salary schedule for deans. Dr. Halsted's qualifications include:

Doctor of Education, San Diego State University Master of Arts in English (Literature), San Francisco State University Bachelor of Arts in English, University of California, Santa Barbara

Dr. Halsted has been serving at Grossmont Cuyamaca Community College as the Dean of Arts, Humanities & Social Sciences since July 2023, and as the Interim Dean of Arts, Humanities & Social Sciences from March 2021 to June 2023. In addition, Dr. Halsted served at the district as Professor of English from August 2008 to February 2021.

RECOMMENDATION

Authorize execution of academic administrator employment contract, as stated above.

MIRACOSTA COMMUNITY COLLEGE DISTRICT EMPLOYMENT CONTRACT WITH ACADEMIC ADMINISTRATOR

This contract ("Agreement") between the MiraCosta Community College District ("District") and Laren Halsted, an individual Academic Administrator ("Administrator"), is made as of January 13, 2025.

Recitals

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

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

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

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

Terms and Conditions

3. Position and Term.

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

1.6 Term. The term of this Agreement is 1 (one) year from January 13, 2025 to June 30, 2025 and is renewable by June 30 each year.

2. Salary and Benefits.

2.1 Salary. Administrator's annual salary shall be as set forth on the Academic Administrator's Salary Schedule that is agreed to between the District and the Academic Administrator's Association and included in the Academic Administrator's Manual. The salary will be paid according to District's customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings). The Administrator's salary for the period January 13, 2025 through June 30, 2025, shall be step 1, \$198,148.

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

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

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

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

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

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

7. Provisions of Government Code Sections 53243.3-53243.4.

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

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

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

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

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

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

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

9. Representations and Warranties.

Administrator represents and warrants that Administrator:

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

MiraCosta Community College District Administrator

Sunita V. Cooke, Ph.D. Superintendent/President Lauren Halsted Dean of Humanities, Comm. Studies, and Math

Date:_____

Date:

Subject:	Attachment:				
Approve Classification of New Position and Job Description for Program Manager, Dual Enrollment	Job Description: <u>Program Manager, Dual Enrollment</u>				
Category:	Type of Board Consideration:				
Consent Items	Information Consent Action				
Institutional Goals:	Institutional Goal Supported:				
mcc_mission_statement.pdf (miracosta.edu)	Goal 1 Goal 2 Goal 3 Goal 4				
Recommended:	Approved for Consideration:				
Chuli (
Charlie Ng, Vice President	Sunita V. Cooke, Ph.D. Superintendent/President				

BACKGROUND

The Program Manager, Dual Enrollment classification is necessary to support the Early College Credit programs including College and Career Access (CCAP) dual enrollment, non-CCAP dual enrollment, and concurrent enrollment; build partnerships and collaborate with area school districts to develop, promote, implement, and assess early college credit pathways and courses for high school students; collaborate with instructional and student services departments at MiraCosta College to establish multi-year course sequences and embed supports for high school students through onboarding, program participation, and college completion; implement program policies and guidelines; ensure program reporting and accountability; and develop and monitor the department budget.

There is a need to fill the position as soon as possible to support the Dean, Instructional Services. Human Resources created a job description to reflect the duties of the position and determined a salary placement based on internal and external market data.

STATUS

Human Resources recommends to the superintendent/president, classification of range 31 for the Program Manager, Dual Enrollment effective December 1, 2024.

RECOMMENDATION

Approve classification of new position and job description for Program Manager, Dual Enrollment, as stated above.

Subject:	Attachment:			
Approve New Professional Expert Position, Description of Duties, and Salary Placement for Program Advisor III and Approve Revised Description of Duties for Program Advisors I and II	Description of Duties: <u>Program Advisor I</u> <u>Program Advisor II</u> <u>Program Advisor III</u>			
Category:	Type of Board Consideration:			
Consent Items	Information Consent Action			
Institutional Goals:	Institutional Goal Supported:			
mcc_mission_statement.pdf (miracosta.edu)	Goal 1 Goal 2 Goal 3 Goal 4			
Recommended:	Approved for Consideration:			
Chu li				
Charlie Ng, Vice President	Sunita V. Cooke, Ph.D.			
Human Resources	Superintendent/President			

BACKGROUND

MiraCosta College administers several grants, including the Small Business Development Center (SBDC) grant. Education Code section 88003.1(b)(2) allows for personal services contracts to be used when services to be performed are not available through the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district.

There is a need to establish a new classification and description of duties to bridge the gap between the current Program Advisor I and Program Advisor II positions and description of duties. Therefore, Human Resources has created a new Program Advisor III position to meet the growing needs of the SBDC. The current Program Advisor II description of duties will become the Program Advisor III, and the new Program Advisor II will provide training, counseling services, and outreach to the small business community to create economic impact in the service area; perform intake and determine client needs; recommend possible solutions to owners of small businesses; and provide business technical assistance through confidential one-on-one consulting and group training.

Program Advisor I and III

With the creation of the new Program Advisor III position, there is a need to update the description of duties for the Program Advisor I and Program Advisor II positions to reflect current duties.

STATUS

Salary placement for the Program Advisor series will be set using the 2024/25 Professional Experts Salary Schedule:

- Program Advisor I \$83,602 (unchanged)
- NEW Program Advisor II \$91,186
- Program Advisor III \$108,801 (unchanged formally, Program Advisor II)

RECOMMENDATION

Approve new Professional Expert position, description of duties, and salary placement for Program Advisor III and approve revised description of duties for Program Advisors I and II.

Subject:	Attachment:				
Approve Updated Course Agreement with Carlsbad Unified School District for the Spring 2025 Dual Enrollment Program	Exhibit A Course Agreement Spring 2025				
Category:	Type of Board Consideration:				
Consent Item	Information Consent Action				
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported:				
	Goal 1 Goal 2 Goal 3 Goal 4				
Recommended:	Approved for Consideration:				
Houno					
Kristina Denée Pescarmona	Sunita V. Cooke, Ph.D.				
Assistant Superintendent/Vice President, Instructional Services	Superintendent/President				

BACKGROUND

During the 2018-2019 academic 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 Spring 2025 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 (MOU) was approved in December 2018 and is still in place. Until either district wants to rescind or change the MOU, it remains in effect. 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 2025.

EXHIBIT A SPRING 2025 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: <u>December 20, 2024</u> Period of Course Agreement: January 2025 – May 2025

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

Spring 202	Spring 2025 Course Offerings									
								Student	Enroll-	
	Course	Cata					Employ	Contact	ment	
Location	Name	log #	Units	Days	Time	Faculty	er	Hours	Сар	
CHS	СОММ	101	3	Online	Asynch	Staff	MCCD	48-54	30	
CHS	MUS	114	3	Online	Asynch	Staff	MCCD	48-54	35	
SCHS	BUS	136	3	Online	Asynch	Staff	MCCD	48-54	40	
SCHS	PSYC/SOC	103	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 Assistant Superintendent/Vice President of Instructional Services 1 Barnard Drive Oceanside, CA 92056

CARLSBAD UNIFIED SCHOOL DISTRICT

APPROVED BY: _____

DATE: ____/___/20____

MIRACOSTA COMMUNITY COLLEGE DISTRICT

APPROVED BY:

DATE: ____/20____

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Subject:	Attachment:				
Approve Updated Course Agreement with San Dieguito Union High School District for the Spring 2025 Dual Enrollment Program	Exhibit A Course Agreement Spring 2025				
Category:	Type of Board Consideration:				
Consent Item	Information Consent Action				
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported:				
	Goal 1 Goal 2 Goal 3 Goal 4				
Recommended:	Approved for Consideration:				
Hound					
Kristina Denée Pescarmona	Sunita V. Cooke, Ph.D.				
Assistant Superintendent/Vice President, Instructional Services	Superintendent/President				

BACKGROUND

During the 2014-2015 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 2025 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. 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 2025.

EXHIBIT A SPRING 2025 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 20, 2024

Period of Course Agreement: January 2025 – May 2025

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

Spring 202	Spring 2025 Course Offerings								
Location	Course Name	Catalog #	Units	Days	Time	Faculty	Employer	Student Contact Hours	Enroll ment Cap
ССА	MATH	260	4	ARR	ARR	Staff	SDUHSD	80-90	35
ССА	MATH	270	4	ARR	ARR	Staff	SDUHSD	64-72	35
ССА	BTEC	107	3	ARR	ARR	Staff	SDUHSD	48-54	35
LCHS	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 Kristina Denee Pescarmona Assistant Superintendent/Vice President of Instructional Services 1 Barnard Drive Oceanside, CA 92056

SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

APPROVED BY:			Date:	/20
	MIRACOSTA COMM	IUNITY COLLEGE	DISTRICT	

APPROVED BY: _____

Date: ____/___/20____

Subject:	Attachment:				
Spring 2025 Program Components for the Oceanside Unified School District CCAP Dual Enrollment Program	Spring 2025 Program Components for OUSD CCAP				
Category:	Type of Board Consideration:				
Consent Item	Information Consent Action				
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported:				
	Goal 1 Goal 2 Goal 3 Goal 4				
Recommended:	Approved for Consideration:				
Houno					
Kristina Denée Pescarmona	Sunita V. Cooke, Ph.D.				
Assistant Superintendent/Vice President, Instructional Services	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 2025 Program Components for OUSD CCAP represents the currently agreed upon course offerings for the spring 2025 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. 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 2025 Program Components for the OUSD CCAP Dual Enrollment Program to offer dual enrollment classes through MiraCosta College during spring 2025.

APPENDIX OCEANSIDE UNIFIED SCHOOL DISTRICT CCAP SPRING 2025 PROGRAM COMPONENTS

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

Estimated Number of Students to be Served: 608

Total Sections: 31

Spring 202	Spring 2025 Course Offerings									
Location	Course Name	Catalog #	Uni ts	Days	Time	Facu Ity	Employ er	Student Contact Hours	Enroll- ment Cap	
Online*	CHLD	210	3	Online	Asynch	Staff	MCCD	48-54	40	
Online [*]	BTEC	107	3	Online	Asynch	Staff	MCCD	48-54	35	
Online [*]	NURS	151	3	Online	Asynch	Staff	MCCD	48-54	45	
Online [*]	ADM	200	3	Online	Asynch	Staff	MCCD	48-54	40	
ARR	BUS	292		ARR	Asynch	Staff	MCCD		Varies	
ARR	CSIT	292		ARR	Asynch	Staff	MCCD		Varies	
ARR	HOSP	292		ARR	Asynch	Staff	MCCD		Varies	
OHS	NURS	151	3	ARR	ARR	Staff	OUSD	48-54	40	
OHS	MATH	131	4	T/TH/F	12:15-1:45	Staff	MCCD	64-72	35	
OHS	MATH	103	4	T/TH/F	1:50-3:20	Staff	MCCD	64-72	35	
OHS	BUS	140	3	T/TH	8:30-10	Staff	MCCD	48-54	40	
OHS	PHIL	101	3	M/W	ARR	Staff	MCCD	48-54	35	
OHS	ADM	100	3	ARR	ARR	Staff	OUSD	48-54	40	
OHS	DESN	207	3	ARR	ARR	Staff	OUSD	80-90	24	
SEA	HOSP	153	3	M-TH	1:20-2:50	Staff	MCCD	48-54	40	
SEA	BUS	130	3	M-TH	1:20-2:50	Staff	MCCD	48-54	40	

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

Criteria used to select courses in a dual enrollment program:

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

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

Course	Books and Instructional Materials	Cost per Title
CHLD 210	The course does not require purchasing books or instructional materials.	N/A
BTEC 107	The course does not require purchasing books or instructional materials.	N/A
NURS 151, Online	The Human Body in Health and Illness Author: Barbara Herlihy Edition: 7 th Edition, 2022	\$77.99
NURS 151, OHS	The Human Body in Health and Disease Author: Kevin T Patton Edition: 7 th , 2018	\$75.59
ADM 200	To be determined (TBD)	TBD
BUS 292	The course does not require purchasing books or instructional materials.	N/A
CSIT 292	The course does not require purchasing books or instructional materials.	N/A
HOSP 292	The course does not require purchasing books or instructional materials.	N/A
MATH 131	Precalculus: Pathways to Calculus: A Problem-Solving Approach Author: Carlson Edition: 9th Edition, 2022	\$113.66
MATH 103	The course does not require purchasing books or instructional materials.	N/A
BUS 140	The course does not require purchasing books or instructional materials.	N/A
PHIL 101	The course does not require purchasing books or instructional materials.	N/A
ADM 100	The course does not require purchasing books or instructional materials.	N/A
DESN 207	The course does not require purchasing books or instructional materials.	N/A
HOSP 153	The course does not require purchasing books or instructional materials.	N/A
BUS 130	The course does not require purchasing books or instructional materials.	N/A

APPROVED BY: _____

Date:

Dr. Sunita V. Cooke, Superintendent/President

Subject: Approve Purchase of LeepFrog	Attachment: CourseLeaf Proposal				
Technologies, Inc. Software Modules					
Category:	Type of Board Consideration:				
		_	- V		
Consent Items	Informat	tion	Consent	Action	
Institutional Goals:	Institutional Goal Supported:				
mcc mission statement.pdf (miracosta.edu)					
	Goal 1	Goal 2	Goal 3	Goal 4	
Recommended:	Approve	ed for Cor	sideration:		
EZ-		A	2	1	
Tim Flood	Sunita V. Cooke, Ph.D.				
Assistant Superintendent/Vice President, Administrative Services	Superin	tendent/P	resident		

BACKGROUND

MiraCosta has utilized academic catalog software programs CourseLeaf and Curriqunet as the district's curriculum management tools for more than ten years. After an extensive review process of other software solutions, Instructional Services identified that it was advantageous to sunset the use of Curriqunet and add modules offered by CourseLeaf. With the addition of the Curriculum Management (CIM) and Section Scheduling (CLSS) software modules, district staff will be able to simplify the curriculum process through dynamic forms and intelligent workflow. In addition, CLSS allows the centralization and easy management of course schedules across departments while maximizing class placement. The integrated modules will increase system efficiency, accuracy, and organization, making navigating easy.

STATUS

California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as "piggyback"), obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district. District staff have identified that the Foundation for California Community Colleges (FCCC) agreement with LeepFrog Technologies, Inc. (Contract #00004290) to purchase the additional CourseLeaf software modules providing the lowest cost and best overall value for the district for a five-year term from January 2025 – February 2030 for a total contract value new and existing CourseLeaf software in an amount not to exceed \$411,642.00

Product/Service (Year 1)	Period	Cost
Section Scheduling		
CLSS One Time Subscription Fee	Year 1	\$ 24,828
CLSS One Time Implementation Fee	Year 1	\$ 14,678

Curriculum Management		
CIM One Time Subscription Fee	Year 1	\$ 22,651
CIM One Time Implementation Fee	Year 1	\$ 41,486
Catalog		
Existing CAT Annual Online Subscription/Support Fee	Year 1	\$ 6,900
Catalog Process Improvement Assessment		
CAT Assessment Consultation, Virtual	Year 1	\$ 5,000
CAT Professional Services (As-Needed)	Year 1	\$ 50,000
	Year 1 Total	\$ 165,543

Product/Service (Years 2-5)	Period	Cost
CLSS Annual Online Subscription/Support Fee	Year 2	\$ 26,069
	Year 3	\$ 27,373
	Year 4	\$ 28,741
	Year 5	\$ 30,179
CIM Annual Online Subscription/Support Fee	Year 2	\$ 23,784
	Year 3	\$ 24,973
	Year 4	\$ 26,221
	Year 5	\$ 27,532
Existing CAT Annual Online Subscription/Support Fee	Year 2	\$ 7,245
	Year 3	\$ 7,607
	Year 4	\$ 7,988
	Year 5	\$ 8,387
	Year 2-5 Total	\$ 246,099
	Grand Total	\$ 411,642

Project Cost Breakdown		Amount	
Current CAT Annual Online Subscription	\$	38,127	
CAT Assessment & Professional Services	\$	55,000	
Total Increase for New Subscription and Implementation	\$	103,643	
Total Increase for ongoing new Subscriptions	\$	214,872	
Total Project Implementation with 5-year Subscription Costs for New and Existing Products.		411,642	

RECOMMENDATION

Authorize the director of purchasing, contracts and material management to proceed with the procurement of CourseLeaf Curriculum Management (CIM) and Section Scheduling (CLSS) modules through LeepFrog Technologies, Inc. in the amount of \$411,642.00, in accordance with the terms and conditions of FCCC Contract #00004290.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Subject: Notice of Completion - Contract # MMC0200027 OC Library Building Renovation Project	Attachment: None		
Category: Consent item	Type of Board	I Consideration:	
	Information	Consent	Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional G	oal Supported:	/
	Goal 1 Go	oal 2 Goal 3	Goal 4
Recommended:	Approved for	Consideration:	
Tim Flood Assistant Superintendent/Vice President, Administrative Services	Sunita V. Coo Superintende		

BACKGROUND

On January 19, 2024, Level 10 Construction substantially completed all work associated with Contract # MMC0200027 OC Library Building Renovation Project. The original construction contract amount for Level 10 Construction was \$20,056,322 and the total change order amount for this project was \$1,299,355. This project had a final construction cost of \$21,355,657.

STATUS

The project is currently 100 percent complete.

RECOMMENDATION

Approve notice of completion for contract #MMCO200027 OC Library Building Renovation Project.

Subject: Approve Renewal of the Institute for the	Attachment:
Future Agreement	Basic Service Agreement
Category:	Type of Board Consideration:
Consent Items	Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported:
	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Approved for Consideration:
12	
Tim Flood	Sunita V. Cooke, Ph.D.
Assistant Superintendent/Vice President, Administrative Services	Superintendent/President

BACKGROUND

In June 2021, the board approved a contract with SocialTech.ai to consult and advise on the creation of the district's Futures Leadership Academy at MiraCosta College. This initiative aimed to build understanding, capacity, and leadership in Futures methodology. The Futures Leadership Academy offers training and professional development to all faculty, classified professionals, and administrators, aligning with the California Community College system's priorities and MiraCosta College's mission and commitments.

In November 2022, the district entered into the first of four contracts with the Institute for the Future (IFTF). This partnership provides ongoing tools, collaborative processes, research, and training to support the Futures Leadership Academy's offerings and the continued development of Futures thinking throughout the district's planning and services.

STATUS

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

Upon determination of the continued need for service, district staff reviewed the services contracted to date as follows:

Agreement Date	PO #	Amount
November 2022	22004595	\$35,000.00
June 2023	23007463	\$37,500.00
November 2023	23004763	\$37,500.00
February 2024	24000446	\$35,000.00
Total Cor	\$145,000.00	

District staff have exercised due diligence and determined that entering into a new three-year agreement for \$35,000.00/year for a total contract value of \$105,000.00, which provides continuity of training and support that best supports the district's ongoing work in Futures thinking and methodologies, is in the district's best interests. Funds are budgeted within the Unrestricted General Fund 11.

In addition, pursuant to AP6340, all contracts valued more than the current public contract code formal bid level must be presented to the board for prior approval. Since year four with IFTF exceeded the bid level, year four's agreement is also being presented to the board to be ratified.

RECOMMENDATION

Authorize the director of purchasing, contracts, and material management to enter into a threeyear agreement with the IFTF for an additional contract value not to exceed \$105,000.00.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Subject: Ratify and Approve Contracts and Purchase Orders	Attachment: Contract and Purchase Order Ratification List			
Category:	Type of Bo	oard Cor	nsideration	:
Consent Items	Informatio	n	Consent	Action
Institutional Goals:	Institutional Goal Supported:			
mcc_mission_statement.pdf (miracosta.edu)			1	
	Goal 1	Goal 2	Goal 3	Goal 4
Recommended:	Approved	for Con	sideration:	
E.L.		R	2)	
Tim Flood	Sunita V. C			
Assistant Superintendent/Vice President, Administrative Services	Superinter	ndent/Pr	esident	

BACKGROUND

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

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

In accordance with Public Contract Code §22000 et seq. and Board Resolutions #13-10/11 and #14-10/11, the district may procure public works using the California Uniform Public Construction Cost Accounting Act (CUPCCAA) with a current bid limit of \$200,000.00 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 30, 2024 - November 15, 2024

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

CUPCCAA POs from \$5,000 – \$200,000			
PO #	Vendor	Description	Amount
24005082	Kelly Gee Striping	Lot 1C & SAN Parking Lots Striping (Fac)	\$39,258.50
24004927	Maurice Gannon	N-E Campus V-Ditch & Slope Repair (Fac)	\$17,500.00
24005014	Eugene Fitzpatrick	Electrical Repair in Buildings 1000 & 2200 (Fac)	\$13,680.00
24005077	Maurice Gannon	1C PGB Signposts & BB Pads (Fac)	\$13,250.00

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

Emergency Repair Contracts Without Bid			
PO #	PO # Vendor Description Amount		
	No entries this month		

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

POs from \$25,000 - \$114,500			
PO #	PO # Vendor Description		Amount
24005102	Dell	Dell Computer Equipment for Chem Bio (OC)	\$75,704.38
24005084	Open Biopharma Training Institute, Inc.	Contract Services (Wrk Dev)	\$46,300.00
24004040	Academic Impressions	Software Renewal (ITS)	\$30,000.00
24005050	CDW Government Inc	Software Renewal (ITS)	\$27,132.00

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

POs from \$10,000 - \$24,999				
PO #	Vendor	Description	Amount	
24005098	The Computing Technology Industry Association, Inc.	Exam Fees (Career Ed)	\$20,595.00	
24004985	Carolina Biological Supply Co	Supplies/Equipment (Chem)	\$18,712.51	
24004927	Maurice Gannon	N-E Campus V-Ditch & Slope Repair (Fac)	\$17,500.00	
24005015	Waxie Sanitary Supply	Equipment (Fac)	\$15,332.40	
24005014	Eugene Fitzpatrick	Electrical Repair in Buildings 1000 & 2200 (Fac)	\$13,680.00	
24005077	Maurice Gannon	1C PGB Signposts & BB Pads (Fac)	\$13,250.00	
24004951	Explore Colleges	Contract Services (Std Svcs)	\$12,000.00	

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

POs from \$5,000 - \$9,999			
PO #	Vendor	Description	Amount
24004997	CDW Government Inc	Software Renewal (ITS)	\$9,930.72
24005094	Achieving the Dream Inc	Institutional membership (RPIE)	\$9 <i>,</i> 500.00
24004952	Southwest Offset Printing	Printing (ABE)	\$8,552.65
24005078	Maurice Gannon	N/E Campus Storm Drain Repair (Fac)	\$7,500.00
24004987	Leepfrog Technologies Inc	Software Renewal (ITS)	\$6,900.00
24005043	Advantage Mailing Inc	Printing (PIO)	\$6,391.71
24004984	Impact Pacific Inc	Promotional Items (PIO)	\$6,271.47
24004925	Waxie	Supplies (Fac)	\$6,071.58
24005033	Hudson Printing	Bulk Mail (Pur)	\$5,627.91

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

Change Orders			
PO #	Vendor	Description	Amount
	No entries this month		

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

Construction Contract Change Orders			
PO #	Vendor	Description	Amount
	No entries this month		

Total Contract Expenditures: \$440,640.83

Ratify MCC purchase orders 24004040 through 24005146

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

	MOUs / Grants / Instructional / Miscellaneous Agreements		
Contract #	Other Party	Description	Amount
24000124	Academic Impressions	Academic Impressions HR Software Agreement 24-27	\$90,000.00
24000125	Axon Enterprise	Axon Body Cameras & Services	\$57,464.47
24000153	Konica Minolta Business Solutions	Copier Lease (Athletics)	\$10,824.65
24000154	Konica Minolta Business Solutions	Copier Lease (Hort)	\$10,824.65
24000155	Konica Minolta Business Solutions	Copier Lease (Police)	\$10,824.65
24000156	Konica Minolta Business Solutions	Copier Lease (TCI)	\$10,824.65
24000157	Konica Minolta Business Solutions	Copier Lease (Arts & Intl Lang)	\$10,824.65
24000152	Konica Minolta Business Solutions	Copier Lease (Equity)	\$10,324.65
24000151	Moonlight Mobile Notary	Live Scan Services	\$10,000.00
24000163	California Department of General Services	Strategic Partnership Agreement - VBOC	\$3,000.00
24000096	American Institute for Foreign Study	Study Abroad Florence Summer 2025 (Inst)	\$0.00
24000158	Bioindustrial Manufacturing and Design Ecosystem	BioMADE Membership agreement	\$0.00

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

Facilities Use Agreements			
Contract #	Licensee	Description	Amount
24000137	North County Martial Arts	Promotion Ceremony for Color Belts and Black	\$1,160.50
		Belts	
24000118	Saint Constantine & Helen Greek Church	Parking Lot Rental	\$400.00
24000167	Horizon Christian Fellowship North	Tennis Match	\$180.00
24000165	Adrian Rose Andersen	Piano Recital Fall 2024	\$100.00
24000136	California Center for the Arts, Escondido	California Center for the Arts - Concert Hall	\$0.00
24000159	Saint Constantine & Helen Greek Church	Christmas Event Parking	\$0.00
24000160	County of San Diego	Voting Center November 2024	\$0.00
24000161	Corn Armor	Vendor for SAN DDLM 2024	\$0.00
24000162	Fruity Fruits	Vendor for SAN DDLM 2024	\$0.00
24000164	Loli's Bites	Vendor for SAN DDLM 2024	\$0.00
24000166	Encinitas Chamber Of Commerce	Congressional Candidate Forum	\$0.00
24000168	California Interscholastic Federation	CIF Girls Volleyball Championships	\$0.00
24000169	Atziry Nayeli Cruz	Vendor for SAN DDLM 2024	\$0.00
24000170	National Association of Teachers of Singing	Vocal and Choral Workshop	\$0.00

Capital Improvement Program Contract and Purchase Order Ratification List October 30, 2024 - November 15, 2024

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

CUPCCAA POs from \$5,000 – \$200,000			
PO #	Vendor	Description	Amount
	No entries this 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 Greater Than \$25,000			
PO #	Vendor	Description	Amount
24005081	Bell Blueprint	Various projects - Printing and reprographics services	\$30,000.00

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

POs from \$10,000 - \$24,999			
PO #	Vendor	Description	Amount
24005103	McNichols Company	04202 – Chem Bio Building - McNichols Glasswasher baskets	\$20,676.65
24005109	Waxie Sanitary Supply	04215 - Media Arts Building - Janitorial Supplies	\$18,369.91
24005010	San Diego Newspaper Holdings, LLC	Various Projects - Advertising for upcoming projects for FY25	\$10,549.49

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
24005087	ePlus Technology, Inc.	04215 – Media Arts Building - Additional Network Switch	\$9,529.25
24005073	Parron Hall Office Interiors	04203 - Student Services Building - Waste bins	\$9,325.53
24005072	ePlus Technology, Inc	04202 - Chem Bio Building - Phones	\$7,776.68
24005075	Communication Wiring Specialists Inc	04216 - Library Data Cabling	\$5,958.00
24005086	ePlus Technology, Inc.	04215 - Media Arts Building - Phones	\$5 <i>,</i> 588.95
24005091	First Tech Corp	04203 – Student Services Building - IDF Cleaning Services	\$4,438.00
24005090	ABC School Equipment Inc	04215 – Media Arts Building - Mobile whiteboards	\$4,123.90
24004958	Parron Hall Office Interiors	04201 – Allied Health Building - Furniture Purchase	\$3,687.30
24005074	Visix Inc	04202 – Chem Bio Building - Visix Licenses	\$3,050.49
24005107	Lowe's	04202 - Media Arts – Two (2) microwaves	\$2,765.10
24005071	Transact Campus Payments Inc.	04203 – Student Services Building - Card Reader Replacement	\$611.55

24005106	Lowe's	04202 – Chem Bio Building – Two (2) microwaves	\$491.00

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

Change Orders			
Vendor Description Amount			Amount
	No entries this month		

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

Construction Contract Change Orders			
PO #	Vendor	Description	Amount
	No entries this month		

Total Contract Expenditures: \$136,941.80

Ratify purchase orders — 2400: 5081,5010,5109,5103,5106,5071, 5107, 5074,4958, 5090,5091,5086,5075, 5072, 5073, 5087

Subject:	Attachment:
Adopt Resolution No. 6-24/25 – Excuse Board Member Absence	Resolution No. 6-24/25 – Excuse Board Member Absence
Category:	Type of Board Consideration:
Action Items	Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported:
	Goal 1 Goal 2 Goal 3 Goal 4
	Approved for Consideration:
	Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

Trustee Rick Cassar was absent from the workshop of the MiraCosta Community College District Board of Trustees on November 7, 2024, due to a hardship deemed acceptable to the board.

RECOMMENDATION

Adopt Resolution No. 6-24/25, excusing the absence of Trustee Rick Cassar from the workshop on November 7, 2024.

MIRACOSTA COMMUNITY COLLEGE DISTRICT RESOLUTION NO. 6-24/25

EXCUSE BOARD MEMBER ABSENCE

WHEREAS, Trustee Rick Cassar was absent from a workshop on November 7, 2024, of the MiraCosta Community College District Board of Trustees, due to a hardship deemed acceptable to the board.

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

PASSED AND ADOPTED by the Board of Trustees of the MiraCosta Community College District of San Diego County, California, this 19th day of December 2024, by the following vote, which constitutes a majority of the Board of Trustees:

AYES:

NOES:

ABSTAINING:

ABSENT:

STATE OF CALIFORNIA)

SAN DIEGO

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

Secretary of the Board of Trustees

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Subject:	Attachment:
Board Policy 2715 – Code of Ethics/ Standards of Practice	Board Policy 2715 – Code of Ethics/ Standards of Practice
Category:	Type of Board Consideration:
Board Policies – Periodic Reviews	Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 Goal 3 Goal 4
	Approved for Consideration:
	Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

A review of Board Policy 2715 – Code of Ethics/Standards of Practice has been completed and approved by College Council. The policy is now presented as a periodic review with no recommended changes for adoption by the board.

RECOMMENDATION

Adopt Board Policy 2715.

BOARD OF TRUSTEES POLICY

2715: Code of Ethics/Standards of Practice

The members of the Board of Trustees of the MiraCosta Community College District pledge to perform their duties in accordance with their oath of office. They are an independent, policy-making body committed to serving the educational needs of all residents of the MiraCosta Community College District, and to carrying out their duties and responsibilities in accordance with the highest standards of ethical behavior. Ethical behavior is fundamentally defined as behavior that distinguishes right from wrong as measured by the accepted rules of conduct for a society and/or a profession.

Board Policy 2715, Code of Ethics/Standards of Practice, together with Board Policy 3050, Institutional Code of Ethics, shall constitute the ethical standard for members of the board in both the conduct of policy and in their relationships with the administration, staff, students, and the district community. Board Policy 2715, Code of Ethics/Standards of Practice, shall be reviewed at least annually to insure that it remains a vital document, and each member of the board will read and sign the code annually.

Within this ethical context and the board's obligation to the college's primary mission, each member of the board will adhere to the standards of practice described below.

Accordingly, individual board members will take responsibility for:

- A. Devoting an appropriate amount of time, thought, and study to their duties as community college board members so that they may render effective and creditable service.
- B. Staying informed about the responsibilities and duties of trusteeship.
- C. Working with companion board members in a spirit of harmony and cooperation despite any differences of opinion that may arise during vigorous debate of issues and treating fellow board members with respect and civility.
- D. Basing all decisions on all the available facts in each situation, voting with honest conviction in every case, <u>unswaved</u> by partisan bias, and upholding and abiding by the final majority decision of the board.

MiraCosta Communit	v College District	Page 1 of 3
Adoption History:	12/8/09, 1/21/15, 11/18/15	-
Periodic Review:	11/15/11, 10/16/12, 3/19/13, 12/10/13, 12/10/14, 12/9/15, 4/18/	/19, 10/20/22,
	10/19/23, xx/xx/xx	
Reference Update:	11/14	
References:	ACCJC Accreditation Standard IV.C.11	
	Brown Act, Government Code §§ 54859 et seq.	
	Board Policy 2710, Conflict of Interest	
	Board Policy 2815, Closed Sessions	
	Board Policy/Administrative Procedure 3050, Institutional Code of	Ethics
CCLC Update:	#9, 9/05; #25, 11/14, #44, 4/24	
Steering:	S/P / N/A	

- E. Remembering at all times that no member of the board has any legal authority outside the meetings of the board and that each member will conduct relationships with college staff, students, the local citizenry, and the media on that basis.
- F. Being aware that they are responsible to all residents in the <u>MiraCosta</u> Community College District and not solely to those who elected them, and exercising the authority delegated to them by the voters with as much care and concern for the least influential as for the most influential members of the community.
- G. Resisting every temptation and outside pressure to use their positions as community college board members to benefit either themselves or any other individual or agency apart from the total welfare of the <u>MiraCosta</u> Community College District and avoiding the perception of conflicts of interest.
- H. Recognizing that it is as important for the board to review and understand the educational program of the college as it is to plan for the business of the college operation.
- I. Bearing in mind under all circumstances that the board is legally responsible for the effective operation of the <u>MiraCosta</u> Community College District, that its primary function is to establish the policies by which the <u>MiraCosta</u> Community College District is to be administered, and that it shall hold the superintendent president and the superintendent/president's staff responsible for the administration of the educational program and the conduct of college business.
- Ensuring transparency by adhering to the law and spirit of open meeting laws and regulations.
- K. Welcoming and encouraging the active involvement of students, employees, and residents in the <u>MiraCosta</u> Community College District with respect to establishing policy on current college operations and proposed future developments, and for considering their views in board deliberations and decisions.
- L. Thoroughly understanding that all matters discussed or disclosed during a lawfully held closed session are confidential and that all notes, minutes, records, or recordings made of such a closed session are confidential and shall remain confidential unless and until required to be disclosed by action of the board or by law.
- M. Using appropriate channels of communication.
- N. Availing themselves of opportunities to enhance their potential as board members through participation in leadership and planning retreats, educational conferences, workshops, and training sessions offered by local, state, and national organizations.
- Being informed about the actions and positions of state and national community college trustee associations.

- P. Striving to provide the most effective community college board service of which they are capable, and doing so in a spirit of teamwork and devotion that acknowledges public education as the greatest instrument for the preservation and perpetuation of our representative democracy.
- Q. Providing board direction and priorities during budget development.

All board members must maintain the highest standards of conduct and ethical behavior and adhere to the board's code of ethics. The board will promptly address any violation by a board member or members of the code of ethics in the following manner:

The superintendent/president and governing board president are authorized to consult with legal counsel when they become aware of or are informed about actual or perceived violations of pertinent laws and regulations, including, but not limited to, conflict of interest, open and public meetings, confidentiality of closed session information, and use of public resources. Violations of law may be referred to the district attorney or attorney general as provided for in law. Violation of Board Policy 2715, Code of Ethics/Standards of Practice, will be addressed by the board president, who will first discuss the violation with the board member to reach a resolution. If resolution is not achieved and further action is deemed necessary, an ad hoc ethics committee may be appointed to examine the matter and recommend further courses of action to the board. The committee will consist of one member appointed by the board president and one by the board vice president, neither appointee to be the president or vice president. If the board member alleged to have violated this policy is the board president and/or vice president, the board members not subject to the complaint may appoint the committee member(s) by consensus. The committee will initiate a thorough, fact-finding process regarding the complaint, including an interview with the member in question, and report its findings and recommendations to the board. If the board determines the member did not violate Board Policy 2715, the board will conclude the process. If the board determines that the member violated Board Policy 2715, the unaffected board members, in consultation with legal counsel, will determine the appropriate sanctions, which may include censure of the board member.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Subject:	Attachment:
Board Policy 3433 - Prohibition of Sexual Harassment Under Title IX	Board Policy 3433 – Prohibition of Sexual Harassment Under Title IX
Category:	Type of Board Consideration:
Board Policies – First Read	Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 Goal 3 Goal 4
	Approved for Consideration: Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

A review of edits to Board Policy to 3433 – Prohibition of Sexual Harassment Under Title IX has been completed and approved by College Council. The policy is now presented as a first read and will be presented for adoption by the board at a future meeting.

RECOMMENDATION

For information only.

MiraCosta College ("the district") recognizes that sex discrimination, including sexual harassment and violence, harms all students, undermines students' physical safety, impedes students' ability to learn, and can reinforce social inequality throughout a student's lifetime. The district will include on its website statistics on the prevalence of sexual harassment and sexual violence in the educational setting, and the differing rates at which students experience sexual harassment and sexual assault in the educational setting based on their race, sexual orientation, disability, gender, and gender identity. The district has a responsibility to make reasonable efforts to respond effectively when sexual harassment is reported to, or observed by, District employees. The superintendent/president shall establish procedures that define sexual harassment on campus. The superintendent/president shall further establish procedures for students, employees, and other members of the campus community that provide for the investigation and resolution of complaints regarding sexual harassment in violation of this policy. State and federal law and this policy prohibit retaliatory acts against all participants by the district, its students, employees, and agents.

All forms of sexual harassment are contrary to basic standards of conduct between individuals. <u>State and federal law and this policy</u> and are prohibited by state and federal law, as well as this policy, and will not be toleratedprohibit sexual harassment and the district will not tolerate sexual harassment. <u>The district The MiraCosta Community</u> College District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The district shall be free of sexual harassment and all forms of sexual intimidation and exploitation, including acts of sexual violence.

The district seeks to foster an environment in which all students, employees, prospective students, applicants for employment, and applicants for admission and other members of the campus community feel free to report incidents of sexual harassment in violation of this policy and Title IX, without fear of retaliation or reprisal. Therefore, the district also strictly prohibits retaliation against any individual for filing a complaint of sexual harassment in violation of this policy and Title IX or for participating, or refusing to participate, in a sexual harassment investigation. -The district will investigate all allegations of Title IX retaliation swiftly and thoroughly. If the district determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage in Title IX retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

Any student, employee, prospective student, or applicant for employment, or applicant for admissions who believes they have been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in Administrative Procedure 3434. -The district requires supervisors to report all incidents of harassment and retaliation that come to their attention.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, <u>disciplinarystudent conduct</u> actions, and participation in any community college activity.

MiraCosta Communi	ity College District	Page 1 of 2
Adoption History:	11/19/20	
Periodic Review:		
Reference Update:		
References:	Title IX of the Education Amendments Act of 1972;	
	34 Code of Federal Regulations Part 106	
Steering:	VPHR / N/A	
CCLC Update:	Summer, 7/20	

In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities, and compensation.

To this end, the superintendent/president shall ensure that the institution undertakes education and training activities to counter sexual harassment and to prevent, minimize, or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

The superintendent/president or designee shall establish procedures that define sexual harassment on campus. -The superintendent/president or designee shall further establish procedures for students, employees, and other members of the campus community that provide for the investigation and resolution of complaints regarding sexual harassment in violation of this policy. -State and federal law and this policy prohibit retaliatory acts against all participants by the district, its students, employees, and agents.

The district will publish and publicize this policy and related written procedures, including the procedure for filing a complaint, to administrators, faculty, staff, students, applicants for employment, and applicants for admission, particularly when they are new to the institution. The district will make this policy and related written procedures, including the procedures for filing a complaint, available in <u>all</u>-administrative offices and will post them on the district's website.

Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. -Students who violate this policy and related procedures may be subject to disciplinary-sanctions, known as student conduct resolutions, up to and including expulsion. -Volunteers or unpaid interns who violate this policy and related procedures may be subject to disciplinary measures up to and including termination from the volunteer assignment, internship, or other unpaid work experience program.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Subject:	Attachment:
Board Policy 3540 – Sexual and Other Assaults on Campus and in Campus Programs	Board Policy 3540 – Sexual and Other Assaults on Campus and in Campus Programs
Category:	Type of Board Consideration:
Board Policies – First Read	Information Consent Action
Institutional Goals: mcc_mission_statement.pdf (miracosta.edu)	Institutional Goal Supported: Goal 1 Goal 2 Goal 3 Goal 4
	Approved for Consideration:
	Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

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

STATUS

A review of edits to Board Policy to 3540 – Sexual and Other Assaults on Campus and in Campus Programs has been completed and approved by College Council. The policy is now presented as a first read and will be presented for adoption by the board at a future meeting.

RECOMMENDATION

For information only.

BOARD OF TRUSTEES POLICY

3540: Sexual and Other Assaults on Campus and in Campus Programs Sexual Misconduct

Any sexual assault or physical abuse <u>or domestic violence</u>, including but not limited to rape, as defined by California law, whether committed by an employee, student, or member of the public, that occurs on <u>MiraCosta College ("the</u> district") property, <u>including off-campus grounds or facilities maintained by the district, or upon -grounds or facilities maintained by affiliated student organizations</u>, is a violation of district policies and procedures and is subject to all applicable punishment, including criminal procedures and employee or student discipline procedures consistent with state and federal law. Students, faculty, and staff who may be <u>victimssurvivors</u> of sexual and other assaults shall be treated with dignity and provided comprehensive assistance.

The superintendent/president or designee shall establish administrative procedures to ensure that students, faculty, and staff who are <u>victimssurvivors</u> of sexual and other assaults <u>and domestic violence</u> receive appropriate information and are referred to treatment, <u>and that e</u>. Educational information about preventing sexual violence is provided and publicized as required by law.

The procedures shall meet the criteria contained in Education Code §§67385, 67385.7, and 67386, and 34 Code of Federal Regulation §668.46.

See Administrative Procedure 3540.

MiraCosta Communi	ity College District	Page 1 of 1
Adoption History:	12/8/09, 11/19/20	
Reference Update:	11/14	
References:	Education Code §§67382, 67385, 67386	
	20 U.S. Code §1092(f)	
	34 Code of Federal Regulations §668.46(b)(11)	
CCLC Update:	#4, 2/03; #10, 2/06; #11, 8/06; #25, 11/14; Summer 7/20	
Steering:	VPHR / N/A	

Subject:	Attachment:
Board Futures Discussion	ACCT Presentation
Category:	Type of Board Consideration:
Information	Information Consent Action
	Approved for Consideration: Sunita V. Cooke, Ph.D. Superintendent/President

BACKGROUND

The board has been developing Futures capacity at MiraCosta College since November 2019.

STATUS

Board Trustees will share learnings from the fall ACCT Conference around Futures and signal spotting.

RECOMMENDATION

For information only.

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

Academic Counseling Office (Tim Alves)

It's been a busy fall semester, and the Academic Counseling Office continues its Guided Pathways work, leveraging the connections established with students, and increasing access to counselors through non-traditional modalities like Saturday Counseling. As a result, we've seen increases in the number of student education plans being written over the previous year, which has followed a trend that started a couple years back.

Admissions and Records Office (Kathy Rodriguez)

Application submissions continue to grow, with 8,340 received for spring 2024; 8,905 for summer 2024; and 13,282 for fall 2024 as of November 14.

Twenty-three high school diplomas and 19 noncredit certificates were awarded between July 31 and October 31, 2024. Noncredit staff are undergoing cross-training to address increased fraudulent activity and manage application processing. Certificate printing was successfully implemented via Parchment, and auto-awarding resulted in 702 certificates being issued in spring 2024, recognizing students over a five-year period who had not been petitioned.

In summer 2024, 468 students graduated, earning 201 Associate of Arts degrees, 40 Associate of Science degrees, 224 Certificates of Achievement, and 3 Bachelor of Science degrees. For fall 2024, 120 Associate Degree for Transfer (ADT) verifications have been completed, with 89 degrees verified as in progress or completed. Additionally, 461 students have submitted graduation petitions for fall 2024, reflecting strong student engagement and progress.

The Admissions and Records Office introduced a streamlined Dual Enrollment Form to replace multiple versions previously used for high school special admits, simplifying the process for students and parents. In collaboration with the Office of Instruction, a Dual Enrollment Handbook was developed, and the program webpage was updated for improved readability and navigation, enhancing accessibility for high school students and their families

Athletic Department (Patrick Conahan)

The Athletic Department tracked the amount of scholarships that were awarded to MiraCosta College student-athletes from 2023-24 for transferring and attending a four-year institution. The total amount awarded for 2024-25 was \$343,929. If the student-athletes stay for a total of two years at their four-year school, \$687,858 will be awarded to this class of Spartan student-athletes.

The MiraCosta women's soccer team won the conference championship with an undefeated record of 15-0-1. The women's volleyball team and men's soccer team both earned second place in the conference. All three programs earned a spot in their respective state tournaments, with men's soccer winning three games, and advancing all the way to Elite 8 before finally losing. The team made history; it was the first time the program got this far in the state tournament.

MiraCosta College was the host site for the CIF San Diego girls' volleyball championships for four of the seven divisions. Eight San Diego high school teams and their supporters came to the new MiraCosta gymnasium on November 7 and 9. More than 1,500 spectators came to the MiraCosta Oceanside Campus for these special events.

Many students have engaged in the college's club sports during the fall semester. The current active club sports are rugby, surfing, running, and tennis/pickleball. The Intramural Sports Program offered 20 events in the fall semester for enrolled MiraCosta students. The weekly volleyball open play has been the most popular.

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

We've finally moved into the new Student Services Building and it's been amazing for our services and operations. Students continue to share how much they love the new pantry and the ease of access to "shop" around for the items they need. The month of November kicked off the 3rd Annual Hunger & Homelessness Awareness Week (11/18-11/23) and we are pleased to see this awareness week be sponsored by our Faculty Assembly as well as receiving donations for our pantry from the LIFE Group. The CARE Program is partnering with business systems analysts who are assisting in integrating forms into Salesforce/TargetX to ease the burden on students re-sharing the same information when accessing services.

Extended Opportunity Programs and Services (EOPS) (Jose Mota)

Extended Opportunity Programs and Services (EOPS) welcomed Kyaw Htet as the new fulltime EOPS/NextUp/RAFFY Foster Youth counselor. Kyaw brings much experience working with current and former foster youth students.

EOPS welcomed 170 new students into the program, thus increasing the current number of active students for fall 2024 to 514. EOPS continues to see a steady increase in the overall number of students served each year.

The mid-semester check-in is a required counseling appointment for EOPS students each semester before their priority enrollment date. This fall, additional efforts were made to ensure students met with an EOPS counselor and used their priority enrollment. In addition to sending e-mails, phone calls were made in October and November to help students meet the deadline. EOPS is pleased to report that 91 percent of students met the requirement.

EOPS provided the following student support services this fall:

- 482 book vouchers, helping students save \$168,700
- 71 book grants, helping students save \$24,850
- 144 school supplies vouchers, thus helping students save \$14,400
- 356 gas cards, helping students save \$17,800
- 209 grocery cards, helping students save \$10,450
- 46 PTK fees, helping students save \$4,370

EOPS continues to have a strong partnership with the Brother Bennos Foundation, which awarded 23 \$500 scholarships to EOPS students this fall.

With the support of our generous donors, 14 NextUp and RAFFY students will receive scholarships this fall 2024 semester.

A group of NextUp and RAFFY students attended the 2024 Blueprint for Foster Youth College & Career Success Conference and the Umoja Conference in October/November.

GEAR UP (Julie Johnson)

Many Cohort 1 GEAR UP students have chosen to continue their educational pursuits at MiraCosta College. Our GEAR UP Team continues collaborating with our Student Services teams to continue support during their first year of post-secondary education. A campus aide III has been hired who works directly with orientation and student support and the GEAR UP leadership team with the goal of persistence, having a sense of belonging, and academic success in their postsecondary pursuits.

Cohort 2 GEAR UP students are in their senior year at either El Camino or Oceanside High Schools. Site teams are busy supporting these students and families with college applications and the financial aid preparations. Academic support is available before school, lunch, and after school in the GEAR UP rooms along with in-class support by GEAR UP tutors. Outreach enrichment for fall semester has included travel to UCSD, SDSU, UCI, CSU Fullerton, City of Oceanside Water District, 32nd Street US Naval Base, and CSUSM.

The current GEAR UP Federal Grant (2018-2025) is in its last year. MiraCosta College has a team working on the 2025 GEAR UP Competition with high hopes of being awarded another GEAR UP grant.

Health Services (Kim Marquardt)

As of November 2024, Health Services continues to be open year-round offering in-person and telehealth nurse, nurse practitioner, counseling, and clinical case management appointments. From January 1, 2024, to November 15, 2024, the medical team completed 2,863 appointments, the mental health counseling team completed 3,532 appointments, and the clinical case manager completed 438 appointments, which is a 3.7 percent increase in total number of appointments from the same period in 2023.

Health Services continues to note a significant number of our disproportionately impacted students seeking mental health counseling support, with Black/African American students at 7.1 percent, Latiné/Chicané students at 65.1 percent, LGBTQIA+ students at 31.2 percent, and students over age 25 at 57.3 percent.

Health Services continues to partner with Champions for Health for on campus vaccine clinics, Vista Community Clinic for on campus HIV/Hep C Testing, and the San Diego Blood Bank for on campus blood drives.

Mental health counselors and peer educators also gave presentations and training to over 1,000 students and employees; continued to coordinate groups, workshops, and special events in collaboration with Student Life, SAS, UMOJA, UPRISE, Student Equity, and EOPS; provided same-day outreach for 137 CARE referrals; and connected at least 380 students to off-campus resources through the department's clinical case manager and other counselors.

International Office and Study Abroad Program (Kathy Rodriguez)

Currently, in fall 2024, the International Office supports 87 international students, including 29 new enrollees and 11 from The Academy at MiraCosta (TAM) High School Completion Program. Of these, 45 students maintain GPAs above 3.5, demonstrating exceptional academic success despite language challenges. Currently, 11 students are employed through Optional Practical Training (OPT), with two awaiting U.S. Citizenship and Immigration Services (USCIS) authorization, and two completing internships through Curricular Practical Training (CPT). Additionally, five students are on track to graduate next month, marking significant academic milestones.

Spring 2025 recruitment efforts have yielded 34 completed applications from 25 countries, with 25 students confirming enrollment and applications continuing to rise. Since July 2024, the office received 118 inquiries from 52 countries, prompting the launch of a digital brochure and strengthened partnerships with recruiters and language schools to enhance international pathways.

Study Abroad Programs saw record engagement this semester, with 506 students showing interest in summer opportunities. The Japan and Florence programs reached capacity within days, and the fall London program achieved record enrollment. Notable achievements include ten Gilman Scholarship applications, \$900 raised at a new fundraising event, and 243 participants at International Education Week activities, including the inaugural Passport Drive in partnership with SDSU. These initiatives underscore growing global engagement and the transformative impact of cultural exchange at MiraCosta.

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

The fall 2024 semester has been busy with several activities at the Community Learning Center. We hosted a series of programs in celebration of Día de los Muertos, which were all very well-attended. Nearly one hundred people attended the main event and community altars were set up in two buildings so that the whole campus could be involved in honoring this special holiday. Additionally, NCSSSP hosted a program for Domestic Violence Awareness month, supported UPRISE's Undocumented Student Action Week events at the CLC, and helped coordinate Hunger and Homeless Awareness Week programming at our campus. In collaboration with CARE, we will also be offering a two-day free "Thrift Shop" for students in December.

Students at the Community Learning Center continue to be impacted by basic needs insecurity. As part of Hunger and Homelessness Awareness Week, we distributed 40 free turkeys to students in advance of the Thanksgiving holiday. Demand for our food pantry has continued to grow and for the month of September we had 1,459 visits to the pantry, which is an increase of over 100 from September 2023. Because we are outgrowing the current space

allocated to the pantry, we are currently working with Facilities on a plan for expanding the food pantry to better serve our students.

The Student Success and Support team continues to work hard to support new and returning students and we had 42 students attend our in-person New Student Welcome Events this fall.

Orientation and Student Support (Tina Helmstreit)

Spartan Start Orientation has successfully supported higher orientation completion rates, by serving over 26,900 students since its implementation in July 2022. The Orientation and Student Support (OSS) Department reached an orientation completion rate of 75 percent and a 73 percent matriculation rate for the fall 2024 student cohort. To expand access to orientation, the department will also be partnering with Outreach to plan for high school orientations for spring next year.

The department continues to collaborate with other division departments and faculty partners to align guided pathway onboarding strategies that can be integrated into our online orientation platform. In anticipation of spring onboarding work, the department is also coordinating Spring Support Night to encourage career exploration and faculty connections prior to the beginning of the semester for incoming students.

School Relations/Diversity Outreach (Jonathan Gomez)

In July and August, the Outreach Office hired and trained a team of 30 Student Ambassadors representative of various ASE programs, backgrounds, and experience. The Ambassador Team was critical in supporting the Welcome Fest events that took place in August, by leading tours on campus and assisting students in the welcome center. During the fall, student ambassadors tabled at over 50 events including college fairs, back-to-school nights, and community events. On October 27, Outreach partnered with Encinitas Friends of the Arts to host over 1,500 guests for a Dia de Los Muertos Event at the San Elijo Campus. In November, 45 local high school counselors and school staff participated in the Taste of MiraCosta Event held at the Oceanside Campus. Attendees received information and updates about MiraCosta College's programs and received an overview of student abroad opportunities and the CSIT Artificial Intelligence degree.

Service Learning and Volunteer Center (SLVC) (Nancy Magpusao Burke)

The Service Learning and Volunteer Center organized 15 service learning and volunteer program opportunities from August through November 2024. A total of 391 students engaged in community service. The first event, NAACP Back to School program, comprised nearly 400 community attendees which provided youth and families in need with local non-profit resources, backpacks, and school supplies.

The Service Learning and Volunteer Fairs, held at the San Elijo and Oceanside Campuses engaged a total of 214 student attendees and 45 community partners.

The team of eleven student advocates supports the Service Learning and Volunteer Center mission by participating in weekly team meetings, assigned reflections, and a social justice curriculum launched in August 2024. In addition, student advocates host a department table at community events. Student advocates apply social equity concepts in their understanding of social conditions, lived experiences, and community service. They continue to work with a local non-profit organization that aligns well with their professional goals or advocacy interests.

These non-profit organizations are Community Roots Farm, Operation Hope, and North County LGBTQ Resource Center, which require the submission of weekly reflections.

The center continues to build relations with community and faculty partners, for service learning/work-based opportunities through REACH (Racial Equity for Adult Credentials in Higher Education) and increase course participation for service learning.

Student Accessibility Services (SAS) (formerly DSPS) (Abrey Nydegger)

This fall semester started with the launch of the SAS Peer Mentor Program. Funding for this program was received from the Hattoff Tapestries Grant and Innovation Grant. Over the summer, four SAS Peer Mentors hired and trained, they have connected with over 20 mentees. With the support of peer mentors, the office has also started a brand-new SAS student club. The club is named ACC for Access Community Club. The peer mentors and SAS student club offer an opportunity to connect and build community outside of the classroom. Some of the events the students have hosted or are planning to host: Meet and Greet Event, Game Night, Trivia Night, Friendsgiving, De-stress Fest for finals week along with workshops to support students in the SAS program.

With the move to the new Student Services Building, there has been increased collaboration with the Academic Proctoring Center. The APC has taken on most accommodated test proctoring and our program is currently co-funding two positions with the APC to offer SAS students the opportunity to test in a state-of-the-art testing center and to increase access at the San Elijo Campus. Students are enjoying testing in the new proctoring center!

Student Support Services Welcome Center (Rosa Alvarado)

The Welcome Center has moved to Building 14, where student support advisors are now assisting students on both floors. Advisors are available to help with financial aid, admissions, records, and counseling. To improve service, there has been a consolidation of phone lines for the Academic Counseling Office, Admissions and Records, and the Financial Aid Office into one phone line, so students can get all their questions answered with a single call.

The Welcome Center Team includes nine advisors, with two at the San Elijo Campus and the rest at Oceanside Campus. Since moving to the new building, the advisors have supported about 900 students at the Oceanside Campus and 100 at the San Elijo Campus.

For added privacy, we now offer focus rooms for students and families needing a private space to review sensitive information, complete FAFSA/CADAA applications, or request accommodation.

Student Life and Leadership (SLL) (Terrence Shaw)

Student Life and Leadership (SLL) has had several new hires since the last report was submitted. Michelle Halverson, Student Services Specialist, Stephen Bustamante, Interim ASA I, and Arelly Ibarra, ASA II. SLL has also transitioned into a swing space in T100 (formerly Veteran Services), which offers an additional student lounge space and a quiet reflection room. SLL also purchased a karaoke machine, which has been popular among student clubs.

More than 250 students attended Club Rush and there are 49 registered student clubs this fall. Additionally, 75 student leaders attended the semesterly Student Leadership Conference. There were also 25 staff and presenters, which was the most support received for this event thus far. Advocacy has been a central theme and goal for Associated Student Government (ASG) this year. The student trustee attended the Student Trustee Workshop in August 2024, and ASG had eight student leaders attend the 2nd annual Advocacy Academy hosted by the Student Senate for California Community Colleges (SSCCC) in Sacramento in November 2024. ASG also collaborated with the City of Oceanside City Council to support a Youth Earn Our Vote event prior to the election.

SLL has collaborated with many departments and community partners throughout the semester to host more than 25 activities and events to promote civic engagement and support student well-being related to free speech and post-election and we were able to reach nearly 900 students. This includes the development of new initiatives, such as Spartan Connect and the Barbershop Talk Series.

Student Services, San Elijo (Colleen Maeder)

Fall 2024 ushered in a new leadership team at the San Elijo Campus. Each month, an "Al [Taccone] and Colleen [Maeder] Blast" is sent to the community sharing any pertinent campus updates and upcoming programs occurring on the San Elijo Campus.

Student Services are continuing to grow student life on campus. We started the year with a San Elijo Fall Kick-Off event that welcomed approximately 20 new students on campus. Currently, we have 25 students who participate in two San Elijo specific clubs, the Outdoors Club and the Science Journal Club. San Elijo, in conjunction with the Inter-Club Council, will be hosting a Club Rush in February 2025 to increase the number of clubs based on the San Elijo Campus. Additionally, many of the first-year students at San Elijo have taken leadership positions in the Associated Student Government. The ASG San Elijo Working Group regularly has seven to eight members in attendance.

Student Services hosted 16 different programs on campus this fall including programs that celebrated Dia De Los Muertos and built community with over 50 students at Spartan Connect. Programming also focused on academics by partnering with the Business Cohort to host a Building Financial Strength Workshop and giving back with a blood drive by the San Diego Blood Bank that had approximately 40 individuals registered. Lastly, Student Services supported the Encinitas Friends of the Art's Dia De Los Muertos event with approximately 1,500 participants.

Transfer Center (Lise Flocken)

Even though UC Transfer Admission Guarantees (TAGs) have become more restrictive, MiraCosta students submitted TAGs to all six participating UC schools with 261 TAGs submitted. This is a 47 percent increase from last year.

The Transfer Center is continuing to collaborate with our community partners at the high school level by providing in-service round table discussions for high school counselors; sending monthly emails to counselors and all high school instructors about the strong transfer options available at MiraCosta including the new UC Dual Admission and the new CSU Transfer Student Pathway; participating as guests on podcasts; creating material to show the strong transfer data for students who attend MiraCosta; providing in-person and zoom presentations for students, parents, and high school staff. To date, the Transfer Center has presented to over 500 people; providing in-person presentations for high school youth groups (outside of high school settings).

Testing Services and Academic Proctoring Center (Sinclaire Tirona)

In summer 2024, Testing Services and the Academic Proctoring Center (APC) served over 650 individual students at the Oceanside, San Elijo, and CLC Testing Centers. At the Oceanside Campus, there were 1,273 total exam appointments with 541 individual students, significant usage considering the abbreviated six-to-eight-week semester. At the San Elijo Testing Center, there were 190 total exam appointments with 109 individual students. The CLC Testing Center, which serves as a certified Pearson Vue GED Testing Site, proctored 115 GED exams during the summer and served 30 community members in need of proctoring services.

Additionally, Testing Services supports online MiraCosta College students living outside of San Diego County who need proctoring services in their area. During the summer 2024 semester, there were facilitated exam logistics and delivery for **61** students across 12 states and four countries including Canada, Great Britain, Japan, and South Korea.

Veterans (Liz Draper)

With the relocation to the new Student Services Building, this is the first time the full Veterans Services Team are all in the same space. This offers more of a one-stop shop for militaryaffiliated students to accomplish tasks necessary for registration. Overall students have been giving positive feedback on the new space and location.

Veterans Services hosted another successful Military Ally workshop in early November where 15 new allies joined the ranks. This was followed up with two days of activities for Veterans Week where students had the opportunity to connect with departments and resources at a Resource Day and another day focused on Wellness resources. Veterans Services is looking forward to expanding programming for students in new ways now that the full team is together.