MiraCosta Community College District
Board of Trustees

Regular Meeting
4:00 PM – Thursday, June 25, 2026
Boardroom 1068
Building 1000 – Oceanside Campus
1 Barnard Drive, Oceanside, CA

Access Live Stream Audio Here

Agenda

I. Call to Order and Report out From Closed Session

II. Flag Salute / Roll Call

III. Approve Meeting Minutes

A. Closed Session of May 7, 2026

B. Tour of 3000 Complex of May 7, 2026

C. Workshop of May 7, 2026

D. Closed Session of May 14, 2026

E. Regular Business Meeting of May 14, 2026

F. Closed Session of May 26, 2026

G. Closed Session of May 27, 2026

H. Closed Session of May 28, 2026

IV. 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 3 minutes per agenda item and a total of 15 minutes of public comment on any one item, unless waived by the board. Non-English speakers utilizing a translator will have 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 3 minutes unless the board waives the time limit. Non-English speakers utilizing a translator will have 6 minutes to directly address the board. The board may also limit the total amount of time for speakers on a particular topic to 15

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

V. Changes in Agenda Order

VI. Presentations

A. Equal Employment Opportunity (EEO) Plan Update

VII. Consent Items

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

B. Approve Salary Schedule and Employment Contracts for Professional Experts

C. Approve 2025-2028 Classified Professionals and Classified Administrators Salary Schedules

D. Approve Reclassification of Existing Positions

E. Ratify Memorandum of Understanding 26-02 with Associate Faculty (Health Benefits)

F. Adopt Annual Resolution Authorizing Designated Agents Resolution #21-25/26

G. Approve Reorganization of Human Resources Department

H. Approve Reorganization of The School of Nursing, Health, and Wellness

I. Adopt Resolution No. 20-25/26 Sabbatical Leave

J. Approve Updated College and Career Access Pathways Partnership Agreement (CCAP) with Oceanside Unified School District (OUSD)

K. Approve Curriculum for 2026-2027 Catalog, Part IV

L. Approve Out-of-Country Travel for Ethnic Studies Faculty Katherine Steelman and Letters Faculty John Kirwan to Oaxaca, Mexico

M. Approve 2027-2028 Academic Calendar

N. Approve Futures Education Plan

O. Approve Notice of Completion for MM-22-026 OC28 New Arts Media & Slope Stabilization Project

P. Approve FY2027 Tentative Budget

Q. Approve FY2028-32 Five-Year Capital Construction Plan

R. Annual Legal Services

S. Adopt Resolution No. 23-25/26: Authorize Renewal of Workday Enterprise Resource Planning Software and Related Services

T. Authorize Purchase of Microsoft Volume Licensing Software and Campus Agreement with Computerland

U. Authorize Execution of Agreements with Enterprise Fleet Management, Inc. for District Vehicle Fleet Leasing and Management Services

V. Adopt Resolution No. 22-25/26 Authorize Procurement of Pathlock Security Software and Related Services

W. Authorize Palo Alto Networks Enterprise Agreement for Network Security Services

X. Approve Annual United States Postal Service Usage and Cost

Y. Approve Award of RFP #07-26 for Move Management Services

Z. Approve Authorization for Assistant Superintendent/Vice President, Administrative Services to Award and Execute Construction Contract for Oceanside Asphalt and Roadways Replacement

AA. Authorize Purchase of AV Equipment for the Classroom Technology Upgrades and Refresh Project for the Oceanside Campus Project

BB. Approve Purchase for FF&E for OC 1200 Learning Commons

CC. Ratify Award and Execution of Construction Contract for Oceanside B4100 Modernization Project

DD. Approve Renewal of Proofpoint Email Security Software Maintenance and Technical Support Agreement

EE. Approve Reorganization of the Civic Center and Facility Rentals Program under Administrative Services

FF. Ratify and Approve Contracts and Purchase Orders

VIII. Action Items

A. Approve Employment Contract for Superintendent/President

B. Final Report Update on Emergency Actions in Response to Oceanside Power Outage

C. Ratify Collective Bargaining Agreement between the MiraCosta Community College District and the MiraCosta College Faculty Assembly

D. Ratify Collective Bargaining Agreement between the MiraCosta Community College District and the MiraCosta College Academic Associate Faculty

E. Approve 2026–2029 Equal Employment Opportunity Plan

F. Approve Proclamation Honoring Dr. Sunita "Sunny" Cooke

IX. Second Read – Board Policies (Action Required)

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

B. Board Policy 4025B - Philosophy and Criteria for Baccalaureate Degrees and General Education

X. First Read – Board Policies

A. Board Policy 4225 – Course Repetition

XI. Information

A. Independent Citizens' Bond Oversight Committee Annual Report

B. Board of Trustees 2026-27 Goals

XII. College-Related Reports

A. Trustee 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

XIII. Future Agenda Items and Announcements

XIV. Adjournment

Upcoming Meetings

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. 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 email Julie Bollerud, executive assistant to the superintendent/president, or call at 760.795.6610.

Audio recordings of board meetings are available upon request. Please email the MiraCosta College Office of the President or call at 760.795.6610.

MIRACOSTA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

MINUTES OF CLOSED SESSION MEETING **May 7, 2026**
(*DRAFT)*

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, May 7, 2026, in Room 1054 on the Oceanside Campus. Vice President Raye Clendening called the meeting to order at 12:19 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar (via Zoom)	Frank Merchat (arrived at 12:30 p.m.)
Raye Clendening	Anna Pedroza
Heather Conklin	Jackie Simon
Ann Crosbie	

Administrators present:
Superintendent/President Sunny Cooke
Assistant Superintendent/Vice President of Human Resources Hayley Schwartzkopf

Others present:
Dr. Helen Benjamin (via Zoom)

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

None.

IV. DECLARE NEED FOR CLOSED SESSION

At 12:19 p.m., the Board announced the need to enter closed session, and was joined by Superintendent/President Cooke to discuss the following topic:

A. Public Employee Performance Evaluation
(Pursuant to Government Code section 54957)
Title: Superintendent/President

At 1 p.m., the Board was joined by Dr. Helen Benjamin and Assistant Superintendent/Vice President Hayley Schwartzkopf, to discuss the following topic:

B. Public Employment
(Pursuant to Government Code §54957)
Title: Superintendent/President

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

At 2 p.m., the board returned to open session to report the following:

A. Public Employee Performance Evaluation
(Pursuant to Government Code section 54957)
Title: Superintendent/President

No report.

B. Public Employment
(Pursuant to Government Code §54957)
Title: Superintendent/President

No report.

VI. ADJOURNMENT

The meeting adjourned at 2:15 p.m.

MINUTES APPROVAL:

Frank Merchat	Sunita V. Cooke
President	Superintendent/President

MIRACOSTA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

MINUTES OF TOUR OF 3000 COMPLEX **May 7, 2026**
(*DRAFT)*

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met on Thursday, May 7, 2026, for a tour of the 3000 Complex on the Oceanside Campus. Board President Frank Merchat called the meeting to order at 2:15 p.m.

II. ROLL CALL

Board members present:

Raye Clendening	Frank Merchat
Heather Conklin	Anna Pedroza
Ann Crosbie	Jackie Simon

Board members absent:
Rick Cassar

Administrators present:
Superintendent/President Sunny Cooke
Assistant Superintendent/Vice President of Administrative Services Elba Gomez
Assistant Superintendent/Vice President of Instructional Services Denée Pescarmona
Assistant Superintendent/Vice President of Human Resources Hayley Schwartzkopf
Assistant Superintendent/Vice President of Student Services Alketa Wojcik
Chief IDEA Officer Wendy Stewart

Others present:
Director of Facilities Tom Macias
Kitchell staff

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

None.

IV. CHANGES IN AGENDA ORDER

None.

V. TOUR OF 3000 COMPLEX

The Board toured the nearly completed 3000 Complex.

VI. ADJOURNMENT

The meeting adjourned at 3:45 p.m.

MINUTES APPROVAL:

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

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

MINUTES OF BOARD WORKSHOP **MAY 7, 2026**
(*DRAFT)*

I. CALL TO ORDER
The Board of Trustees of the MiraCosta Community College District met in a workshop on Thursday, May 7, 2026, in the Boardroom (1068) on the Oceanside Campus. President Frank Merchat called the meeting to order at 4 p.m.

II. FLAG SALUTE / ROLL CALL
Board members present:

Raye Clendening	Frank Merchat
Heather Conklin	Anna Pedroza
Ann Crosbie	Jackie Simon

Board members absent:
Rick Cassar

Administrators present:
Superintendent/President Sunny Cooke

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

IV. CHANGES IN AGENDA ORDER
None.

V. WORKSHOP

A. Overview of CivicPlus Agenda Management System
Board Trustees received an overview of CivicPlus, the agenda management system that is being implemented to assist with board agenda development and live meeting management.

B. 2025/26 Board of Trustees Self-Evaluation
The board reviewed information from constituent feedback and the board's self-evaluation instruments. The board also reviewed an update on progress towards 2025/26 priorities and discussed draft 2026/27 priorities.

VI. ADJOURNMENT
The meeting adjourned at 6:44 p.m.

MINUTES APPROVAL:

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

MIRACOSTA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

MINUTES OF CLOSED SESSION MEETING **May 14, 2026**
(*DRAFT*)

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, May 14, 2026, in Room 1054 on the Oceanside Campus. President Frank Merchat called the meeting to order at 1:15 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
Raye Clendening	Anna Pedroza
Heather Conklin	Jackie Simon
Ann Crosbie	

Administrators present:
Superintendent/President Sunny Cooke
Assistant Superintendent/Vice President of Human Resources Hayley Schwartzkopf

Others present:
Dr. Helen Benjamin

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

None.

IV. DECLARE NEED FOR CLOSED SESSION

At 1:15 p.m., the Board announced the need to enter closed session, and was joined by Dr. Helen Benjamin to discuss the following topic:

A. Public Employment
(Pursuant to Government Code §54957)
Title: Superintendent/President

At 2:45 p.m., Dr. Helen Benjamin exited closed session, and the Board discussed the following topic:

B. Public Employee Performance Evaluation
(Pursuant to Government Code section 54957)
Title: Superintendent/President

At 3 p.m., the Board was joined by Superintendent/President Cooke and Assistant Superintendent/Vice President Hayley Schwartzkopf, to discuss the following topic:

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

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

At 4:16 p.m., the board returned to open session to report the following:

A. Public Employment
(Pursuant to Government Code §54957)
Title: Superintendent/President
No report.

B. Public Employee Performance Evaluation
(Pursuant to Government Code section 54957)
Title: Superintendent/President
No report.

C. Employee Discipline/Dismissal/Release, Number of Potential Cases: 1
(Pursuant to Government Code section 54957)
The Board of Trustees voted unanimously to approve the termination of a classified employee.

VI. ADJOURNMENT

The meeting adjourned at 4:11 p.m.

MINUTES APPROVAL:

Frank Merchat President	Sunita V. Cooke Superintendent/President

MIRACOSTA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

MINUTES OF REGULAR MEETING **MAY 14, 2026**
(*DRAFT)*

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, May 14, 2026, in the Boardroom on the Oceanside Campus. President Merchat called the meeting to order at 4:16 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
Raye Clendening	Anna Pedroza
Heather Conklin	Jackie Simon
Ann Crosbie	

Administrators present:
Superintendent/President Sunita Cooke
Assistant Superintendent/Vice President Elba Gomez
Assistant Superintendent/Vice President Denée Pescarmona
Assistant Superintendent/Vice President Hayley Schwartzkopf
Assistant Superintendent/Vice President Alketa Wojcik

III. OATH OF OFFICE

A. 2026/27 Student Trustee Mily Patton

Superintendent/President Cooke administered the oath of office to Mily Patton, the 2026/27 student trustee.

IV. APPROVE MEETING MINUTES

A. Special Meeting/Closed Session of April 16, 2026
B. Regular Business Meeting of April 16, 2026

By motion of Conklin, seconded by Trustee Clendening, the Board approved the minutes of the special meeting/closed session of April 16, 2026.

Vote:	6/0/1
Aye:	Clendening, Conklin, Crosbie, Merchat, Pedroza, Simon
Abstentions:	Cassar
Absent:	None

By motion of Trustee Crosbie, seconded by Trustee Conklin, the Board approved the minutes of the regular business meeting of April 16, 2026.

Vote:	6/0/1
Aye:	Cassar, Clendening, Conklin, Crosbie, Merchat, Pedroza
Abstentions:	Simon
Absent:	None

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

The MiraCosta College women's basketball team was recognized for its successful season. Vice President of Student Services Alketa Wojcik highlighted the academic achievements of the team members and the team's conference championship, 27-game winning streak, and advancement to MiraCosta's first-ever state basketball championship game, finishing with a 31-2 record. Coach Wes Perryman and team members introduced themselves and shared their future educational plans.

Krista Warren, President of the MiraCosta College Academic Associate Faculty, introduced the new Executive Board members: Laura Carlsson, Vice President; Mark Stadwiser, Treasurer; and Dawn Diskin, Secretary. Warren also read language regarding growth assignments for associate faculty.

Laura Carlsson shared about her perspective on her MiraCosta College journey with the Board.

VI. CHANGES IN AGENDA ORDER

None.

VII. PRESENTATIONS

A. Educational Futures Plan Presentation

Assistant Superintendent/Vice Presidents Denée Pescarmona and Alketa Wojcik shared the 2035 Educational Futures Plan, which connects to the work of the college. This is a two-year collaborative effort that will return to the Board for action next month. The plan was developed with input from faculty, students, classified professionals, and administrators, with equity serving as a central focus throughout the plan.

The presentation addressed future challenges facing higher education, including demographic shifts, declining enrollment, economic uncertainty, and emerging technologies. The plan emphasizes reducing barriers for historically marginalized students and strengthening MiraCosta College's long-term sustainability and student success efforts. Five Future Resilience Strategic Capabilities were highlighted: Flexible Responsive Educational Models; Human Connections in the Era of Advanced Technology; Industry Partnership and Workforce Alignment; Interdisciplinary and Human-Centered Skills Learning; and Community Resilience and Student Well-Being.

B. Facilities Futures Plan Presentation

Assistant Superintendent/Vice President Elba Gomez, along with representatives from Gensler, provided an update on the Facilities Futures Plan, which was approved last year and is now being refined with additional detail related to facility programming, square footage, and projected costs. The plan was developed with input from campus groups, including the Budget and Planning Committee and a campus advisory committee, and it will continue to be reviewed annually. The presentation included conceptual plans for the Oceanside Campus, Community Learning Center, and San

Elijo Campus. The phased implementation plan was reviewed, and it was noted that projected costs could increase from just under $500 million to more than $630 million over five years due to construction cost escalation. The plan will be reviewed annually to address shifting priorities and contingencies.

VIII. CONSENT ITEMS

A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
B. Approve Employment Contracts for MiraCosta Community College District Academic Administrator Association Members
C. Approve Health-and-Welfare Benefits Program for the 2026/27 Benefit Year
D. Approve Gold Circle Membership for Retired Classified Employees
E. Approve Emeritus Status for Full-Time Faculty
F. Approve Emeritus Status for Academic Administrators
G. Approve Reorganization of the Career Centers Employment Services Team
H. Approve Reorganization of the Learning Centers and International Languages Resource Center
I. Approve African Diaspora Education Summit Attendance in Ghana, Africa – Fall 2026
J. Approve Updated College Courses Agreement with Cathedral Catholic High School
K. Approve Summer 2026 Program Components for the Oceanside Unified School District CCAP Dual Enrollment Program
L. Approve College and Career Access Pathways Partnership Agreement with Carlsbad Unified School District
M. Award Contract for RFP #01-26 Cafeteria and Vending Food Services to Pacific Dining Food Service Management
N. Approve Asphalt and Roadways Replacement Project at Oceanside Campus
O. Approve Classroom Technology Upgrades and Refresh Project for Oceanside Campus Project
P. Approve Renewal of Cisco SMARTnet Subscription, Technical Support Services, and Maintenance
Q. Award Contract for RFP #02-26 Janitorial Service CLC & TCI to CCS Facility
R. Authorize Agreement with Wolters Kluwer Health, Inc for Lippincott Full Curriculum for Nursing Instruction
S. Approve Naming of Access Road North of Building 13
T. Authorize Engineering Services Contract for Pavement Repair and Overlay at Oceanside Campus to NV5
U. Ratify Budget Transfers and Revisions
V. Ratify and Approve Contracts and Purchase Orders

Consent Item M was pulled for discussion.

By motion of Trustee Cassar, seconded by Trustee Crosbie, consent items A through L and N through V were approved.

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

By motion of Trustee Cassar, seconded by Trustee Crosbie, consent item M was approved.

Vote:	7/0/0
Aye:	Cassar, Clendening, Conklin, Crosbie, Merchat, Pedroza, Simon

Abstentions:	None
Absent:	None

IX. ACTION ITEMS

A. Adopt Resolution No. 17-25/26: Education Protection Account

By motion of Trustee Conklin, seconded by Trustee Clendening, the Board adopted Resolution No. 17-25/26 as stated.

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

B. Delegate Authority to Assistant Superintendent/President, Administrative Services to Award and Execute Construction Contract for Oceanside B4100 Modernization Project

By motion of Trustee Pedroza, seconded by Trustee Clendening, the Board approved delegating authority to the assistant superintendent/president, Administrative Services to award and execute construction contract for the Oceanside B4100 modernization project.

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

C. Adopt Resolution No. 18-25/26 Delegating Authority to the Superintendent/President to Declare an Emergency and Ratifying Emergency Actions Related to the Oceanside Campus Power Outage

By motion of Trustee Conklin, seconded by Trustee Pedroza, the Board adopted Resolution No. 18-25/26 as stated.

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

D. Ratify Inadvertent Destruction of Class 3 Records

By motion of Trustee Conklin, seconded by Trustee Cassar, the Board ratified the inadvertent destruction of class 3 records.

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

E. Approve Resolution No. 19-25/26 Authorize Procurement of Oracle ERP PeopleSoft Software and Services for FY 2026-2027 Without Competitive Bidding

By motion of Trustee Clendening, seconded by Trustee Pedroza, the Board adopted Resolution No. 19-25/26 as stated.

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

F. Approve Employment Contracts for Assistant Superintendents/Vice Presidents, Vice President, and Associate Vice President and Chief IDEA Officer

By motion of Trustee Clendening, seconded by Trustee Conklin, the Board approved employment contracts for Assistant Superintendents/Vice Presidents, Vice President, and Associate Vice President and Chief IDEA Officer as stated.

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

G. Approve Employment Contract for Superintendent/President

By motion of Trustee Clendening, seconded by Trustee Conklin, the Board approved the employment contract for the Superintendent/President as stated.

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

H. Approve Employment Contracts for Chief Information Systems Officer

By motion of Trustee Conklin, seconded by Trustee Simon, the Board approved the employment contract for the Chief Information Systems Officer as stated.

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

X. SECOND READ – BOARD POLICIES (Action Required)

A. Board Policy 2200 – Board Duties and Responsibilities

By motion of Trustee Conklin, seconded by Trustee Clendening, the Board adopted Board Policy 2200.

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

XI. PERIODIC REVIEW – BOARD POLICIES

A. Board Policy 2015 – Student Trustee

By motion of Trustee Conklin, seconded by Trustee Pedroza, the Board adopted Board Policy 2015.

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

B. Board Policy 4260 – Prerequisites and Corequisites

By motion of Trustee Conklin, seconded by Trustee Pedroza, the Board adopted Board Policy 4260.

Vote: 7/0/0
Aye: Cassar, Clendening, Conklin, Crosbie, Merchat, Pedroza, Simon

Abstentions: None
Absent: None

XII. FIRST READ – BOARD POLICIES

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

B. Board Policy 4025B – Philosophy and Criteria for Baccalaureate Degrees and General Education

Proposed edits to Board Policies 4025 and 4025B were reviewed and discussed. The policies will be placed on a future agenda for adoption by the Board.

XIII. INFORMATION

A. Third Quarter Fiscal Report (03/31/2026)

The Third Quarter Fiscal Report was provided for information.

XIV. COLLEGE-RELATED REPORTS

A. Trustees Activities

Trustees attended the San Diego Business Journal CEO of the Year Awards, where they celebrated Dr. Cooke's distinguished CEO of the Year award.

Trustees Cassar, Clendening, Pedroza, and Simon attended the Spring Celebration of Excellence, as well as the Latino Book and Family Festival and STREAM Festival.

Trustees Conklin and Pedroza, attended the annual North County Economic Summit at CSUSM.

Trustees Conklin, Crosbie, and Simon reported attending the Lavender Celebration, and it was noted that students expressed appreciation for MiraCosta College and the welcoming environment that fosters a sense of belonging.

Trustees Clendening, Conklin, and Simon attended the Rites of Passage ceremony where the eldest graduate was 85 years old.

Trustee Conklin also recognized the continued work and dedication of MiraCosta faculty and staff.

Trustees Cassar, Clendening, and Simon attended the Veterans Graduation celebration and the EOPS/CalWORKs celebration.

Trustees Cassar, Clendening, and Simon attended the NextUp/RAFFY Student Recognition Ceremony, while Trustees Simon and Cassar also attended the UPRISE Monarch Celebration, and Trustees Clendening and Cassar attended the MESA End-of-Year celebration. Additionally, Trustee Cassar attended the Celebración de Excelencia, noting that he appreciated the event being held in Spanish.

Trustees Clendening and Simon noted they attended the MiraCosta Theatre production of *The Book Club*.

Trustee Clendening also attended the CSUSM Senior Experience Trade Show at Frontwave Arena, and she expressed appreciation to Dr. Cooke for the tour of the new 3000 Building Complex on the Oceanside Campus.

Trustee Merchat shared that he attended a number of college activities. He also provided an update on the superintendent/president search, noting that finalists will be interviewed by the Board of Trustees and that a decision is anticipated by late June. He acknowledged and expressed appreciation for the search committee's hard work.

Trustee Merchat extended special thanks to Classified Senate President Carl Banks and Academic Senate President curry mitchell in recognition of their final Board meeting and their service to the district. Each was presented with a small token of appreciation.

B. Student Trustee

Mily Patton introduced herself and shared her academic and career goals. As an aerospace engineering major, she is interested in space exploration, designing and building space stations and, in addition to her role as student trustee, she is involved in several campus clubs and organizations.

C. Classified Employees

Classified Senate (CS) President Carl Banks congratulated the newly elected Senate members. New members include: President Chelsea Chavira Verdin, Treasurer Ismariceli “Izzy” Antonio Rios, and Senators Gaby Love, Jazmin Cueva, and Lezlie Martinez. Kimberly Holmes was re-elected for senator and is also serving on the Caring Campus Committee. Banks thanked the outgoing members who have worked hard on behalf of classified professionals, and he thanked the board, EMT, Dr. Cooke, curry mitchell for their support in his role and all they do with the goal of serving students.

D. Faculty

Academic Senate (AS) President curry mitchell shared that professional development opportunities continue through Week 16, including Hyflex and AI-focused cohorts, as well as an eight-week workshop series led by The Joyful Teacher in Residence.

This year, the Academic Senate recommended and the Board approved a compressed academic calendar, and the Academic Senate updated its policies on academic renewal, course repetition, and curriculum. A town hall was held to discuss strengthening faculty leadership. Appreciation was expressed to the Board and District for their support in his role as President of the Academic Senate. A Canvas outage affecting instructional access was noted, highlighting the college’s reliance on its learning management system and the impact of technology disruptions. He also noted that the team handled the outage admirably and is confident in the ability of all governance groups to move forward together.

E. Assistant Superintendents/Vice Presidents

1. Instructional Services

Assistant Superintendent/Vice President Pescarmona submitted a written report. She expressed appreciation for the Board’s approval of the College and Career Access Pathway agreement with Carlsbad, as well as appreciation to Instructional Dean Zhenya Lindstrom and her team for their support of this work. She acknowledged the disruption caused by the Canvas outage as well as

gratitude to faculty and staff for their response, including Acting Chief Information Systems Officer Mark Stramaglia and Executive Director of Public Information Kristen Gonzales.

2. Student Services

Assistant Superintendent/Vice President Wojcik was not present at the end of this meeting, so no update was provided.

3. Administrative Services

Assistant Superintendent/Vice President Gomez reminded Board members that CivicPlus training takes place next week. ICBOC approved its annual report for Measure MM, and this will be shared with the Board in June.

4. Human Resources

Assistant Superintendent/Vice President Schwartzkopf congratulated Mily and thanked curry and Carl for their service. May 18-22 is Classified Appreciation Week during which classified professionals will be recognized for their essential contributions to the College.

She provided an update on the classification and compensation study, noting the Board approved the contract with Segal last month. Data collection is currently underway, and additional information will be shared at a later date.

Schwartzkopf noted that HR is currently conducting 17 recruitments for 21 positions (excluding faculty hiring), including the superintendent/president position. Finally, she expressed appreciation to the HR technicians for their support in these recruitment efforts.

F. Office of the President

Superintendent/President Cooke welcomed new Student Trustee Mily Patton, and she expressed appreciation for the service of Carl Banks, curry mitchell, and their commitment to student success. She noted the Board provided each of them with a token of appreciation in recognition of their service.

The College celebrated five Academic Medal of Merit honorees, nominated by faculty and awarded scholarships through the Foundation. Alexander Aurich was recognized for receiving the Jack Kent Cooke (JKC) Scholarship and committing to Princeton University, where he will receive $55,000 per year from JKC for his studies.

Dr. Cooke reiterated the deep appreciation for all MiraCosta College employees expressed by the Board. She highlighted the college's continued investment in employee health and wellness benefits, including expanded coverage for associate faculty who now are eligible for the same benefits as full-time employees. She also noted that medical insurance costs to the district will increase by an additional $5 million next year — an investment MiraCosta College is making in its employees.

Regarding budget and state funding, Dr. Cooke noted that once again there is no cost-of-living adjustment (COLA) for the Student Equity and Achievement

Program. The Governor's May Revision includes funding for deferred maintenance, COLA for apportionment districts, and one-time allocations.

Approximately 703 students are registered to participate in commencement, the largest number to date, with the ceremony to be held at Frontwave Arena and a waitlist in place to accommodate additional students who missed the deadline, if possible.

Finally, she commended faculty and staff for their professionalism and response during the Canvas disruption, and she expressed appreciation for their ability to remain steady under pressure and effectively manage an unexpected situation. She wished everyone a smooth finish to the semester.

XV. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

None.

XVI. ADJOURNMENT

The meeting adjourned at 6:52 p.m.

MINUTES APPROVAL:

Frank Merchat President	Sunita V. Cooke Superintendent/President

MIRACOSTA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

MINUTES OF SPECIAL MEETING/CLOSED SESSION **May 26, 2026**
(*DRAFT)*

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in a special meeting/closed session on Thursday, May 26, 2026, at the Courtyard Marriott, 3501 Seagate Way, Oceanside, CA. President Frank Merchat called the meeting to order at 9:30 a.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
Raye Clendening	Anna Pedroza
Heather Conklin	Jackie Simon
Ann Crosbie	

Administrators present:
Assistant Superintendent/Vice President of Human Resources Hayley Schwartzkopf

Others present:
Dr. Helen Benjamin of HSV Consulting

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

None.

IV. DECLARE NEED FOR CLOSED SESSION

At 9:30 a.m., the Board announced the need to enter closed session, along with Assistant Superintendent/Vice President Hayley Schwartzkopf and Dr. Helen Benjamin, to discuss the following topics:

A. Public Employment
(Pursuant to Government Code §54957)
Title: Superintendent/President

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

At 3:45 p.m., the board returned to open session to report the following:

A. Public Employment
(Pursuant to Government Code §54957)
Title: Superintendent/President

No report.

VI. ADJOURNMENT

The meeting adjourned at 3:45 p.m.

MINUTES APPROVAL:

Frank Merchat President	Sunita V. Cooke Superintendent/President

MIRACOSTA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

MINUTES OF SPECIAL MEETING/CLOSED SESSION **May 27, 2026**
(*DRAFT*)

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in a special meeting/closed session on Thursday, May 26, 2026, at the Courtyard Marriott, 3501 Seagate Way, Oceanside, CA. President Frank Merchat called the meeting to order at 3 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
Raye Clendening	Anna Pedroza
Heather Conklin	Jackie Simon
Ann Crosbie	

Administrators present:
Assistant Superintendent/Vice President of Human Resources Hayley Schwartzkopf

Others present:
Dr. Helen Benjamin, HSV Consulting

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

None.

IV. DECLARE NEED FOR CLOSED SESSION

At 3 p.m., the Board announced the need to enter closed session, along with Assistant Superintendent/Vice President Hayley Schwartzkopf and Dr. Helen Benjamin, to discuss the following topics:

A. Public Employment
(Pursuant to Government Code §54957)
Title: Superintendent/President

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

At 4:48 p.m., the board returned to open session to report the following:

A. Public Employment
(Pursuant to Government Code §54957)
Title: Superintendent/President

No report.

VI. ADJOURNMENT

The meeting adjourned at 4:48 p.m.

MINUTES APPROVAL:

Frank Merchat President	Sunita V. Cooke Superintendent/President

MIRACOSTA COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

MINUTES OF SPECIAL MEETING/CLOSED SESSION **May 28, 2026**
(*DRAFT*)

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in a special meeting/closed session on Thursday, May 26, 2026, at the Courtyard Marriott, 3501 Seagate Way, Oceanside, CA. President Frank Merchat called the meeting to order at 9:50 a.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

Rick Cassar	Frank Merchat
Raye Clendening	Anna Pedroza
Heather Conklin	Jackie Simon
Ann Crosbie	

Administrators present:
Assistant Superintendent/Vice President of Human Resources Hayley Schwartzkopf

Others present:
Dr. Helen Benjamin, HSV Consulting

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

None.

IV. DECLARE NEED FOR CLOSED SESSION

At 9:50 a.m., the Board announced the need to enter closed session, along with Assistant Superintendent/Vice President Hayley Schwartzkopf and Dr. Helen Benjamin, to discuss the following topics:

A. Public Employment
(Pursuant to Government Code §54957)
Title: Superintendent/President

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

At 4:19 p.m., the board returned to open session to report the following:

A. Public Employment
(Pursuant to Government Code §54957)
Title: Superintendent/President

Direction provided to staff.

VI. ADJOURNMENT

The meeting adjourned at 4:19 p.m.

MINUTES APPROVAL:

Frank Merchat President	Sunita V. Cooke Superintendent/President

MiraCosta Community College District Item Report

Item: VI.A.
Meeting Date: June 25, 2026

Subject:	Equal Employment Opportunity (EEO) Plan Update
Category:	Presentations
Institutional Goal Supported:	Goal 3
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. 2026-2029 EEO Plan Update Board of Trustees

Background:

Under Title 5 § 53003, community college districts are required to develop, adopt, and present an updated EEO Plan to their governing board at least once every three years. MiraCosta's 2023–2026 EEO Plan is set to expire on June 30, 2026.

Status:

Assistant Superintendent/Vice President Hayley Schwartzkopf will provide an update on the 2026–2029 EEO Plan prior to Board adoption.

Recommended Action:

For information only.

2026–2029 EEO Plan Update

Hayley Schwartzkopf, J.D.
Vice President of Human Resources

MiraCosta Equal Employment Opportunity Advisory Committee

EEO Plan Update

- 2023–2026 EEO Plan
- 2026–2029 EEO Plan
  - Pre-hiring
  - Hiring
  - Post-Hiring
- Chancellor's Office Memo

MiraCosta Equal Employment Opportunity Advisory Committee

MiraCosta College

Mission

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

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

Vision

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

Commitment

MiraCosta College is committed to creating a racially just campus climate. Individuals and their diverse cultures and identities are welcomed, nurtured, and validated. MiraCosta College takes institutional responsibility for closing the equity gap for disproportionately-impacted populations including Latinx and Chicanx communities, Black and African American communities, Native Hawaiian and Pacific Islander communities, Native American communities, lesbian, gay, bisexual, trans, queer/questioning, intersex, and asexual (LGBTQIA^2) communities, veteran communities, former foster youth, adult students, and students from low socioeconomic statuses. MiraCosta will continue to serve all constituents with values rooted in equity, diversity, inclusion, and community.

Institutional Values

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

Institutional Goals

GOAL 1: MiraCosta College will provide equitable access, enhance student success and close equity gaps by deploying strategies that meet students where they are, create community, and dismantle systems of inequity.

GOAL 2: MiraCosta College will meet identified external community needs by collaborating with community and industry partners to develop strategies that provide workforce solutions, prepare students to be active global citizens, and provide opportunities for cultural educational enrichment.

GOAL 3: MiraCosta College will foster academic excellence by strategically developing a culturally competent, adaptive, innovative and relevant teaching and learning environment, co-curricular activities that bridge classroom learning and real world experience; and intentional professional development for the college community that is responsive to a changing world.

GOAL 4: MiraCosta College will demonstrate responsible stewardship and sustainability of college and community resources by deploying strategies that invest in our employees to reach their full potential, maintain a sustainable and transparent financial model, and reduce the environmental impact of our physical resources.

Purpose of EEO Plan

Our EEO Plan is designed to create and maintain a diverse workforce, while supporting a workplace environment that fosters equity, belonging, and opportunity for all. It serves as a strategic roadmap for advancing the college's mission, vision, values, commitment, and goals for the benefit of students and employees.

MiraCosta Equal Employment Opportunity Advisory Committee

EEO Plan Accountability

- **MiraCosta College Commitment**
- **Regulatory Requirement:** Title 5, Section 53024.2
- **Purpose:**
  - Review progress toward EEO goals
  - Assess effectiveness of strategies
  - Review complaint response and resolution
  - Certify compliance for continued EEO funding

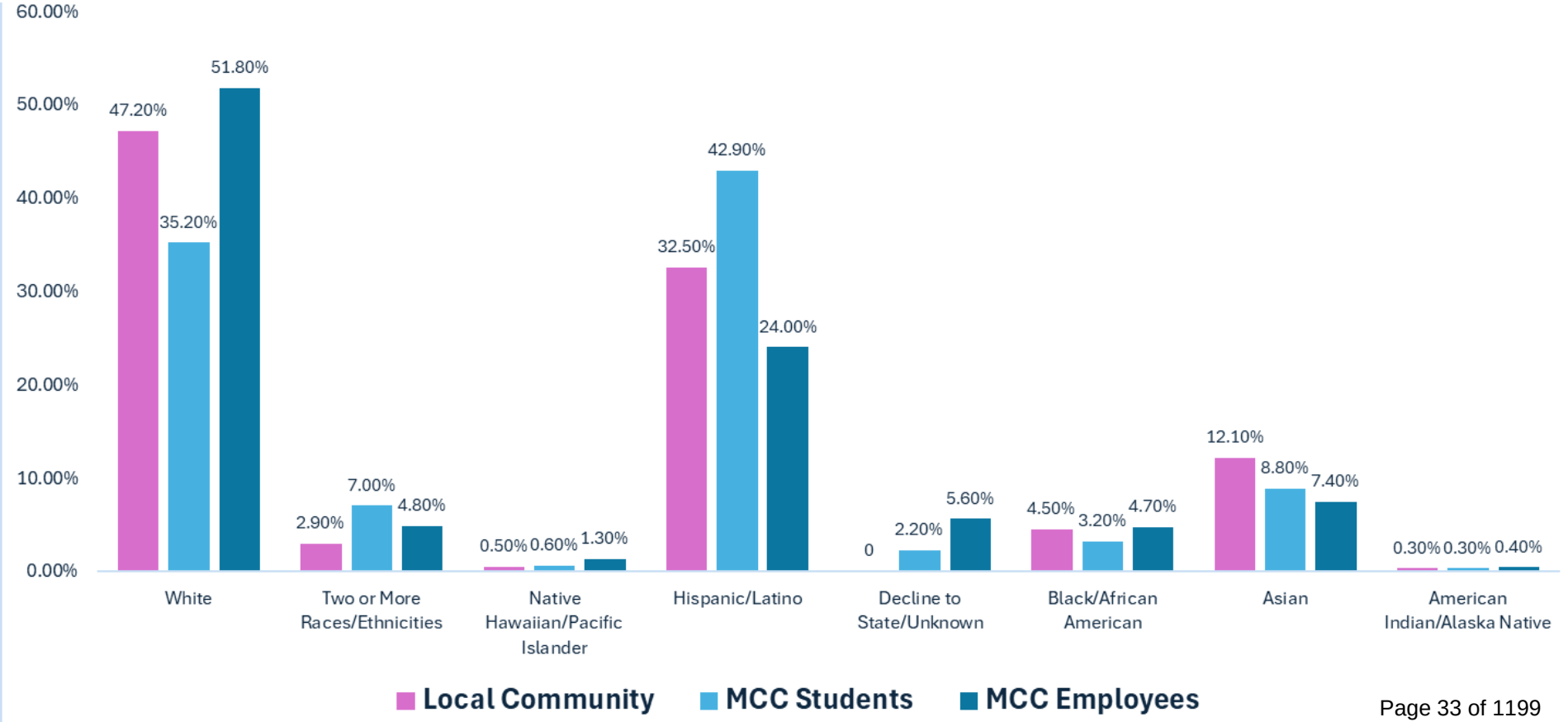
MiraCosta Equal Employment Opportunity Advisory Committee

EEO Advisory Committee

- Members
  - Hayley Schwartzkopf, Chair
  - EJ Catapang (student)
  - Yaira Hicks (classified professional)
  - Nadia Kahn (classified professional)
  - Al Nyman (associate faculty)
  - Dara Perales (fulltime faculty)
  - Julie Cord (fulltime faculty - Fall)
  - Markus Berrien (fulltime faculty - Spring)
  - Nick Mortaloni (administrator)
  - Wendy Stewart (administrator)
- Resources
  - Jenn Acfalle
  - Chris Tarman
  - Nashona Andrade

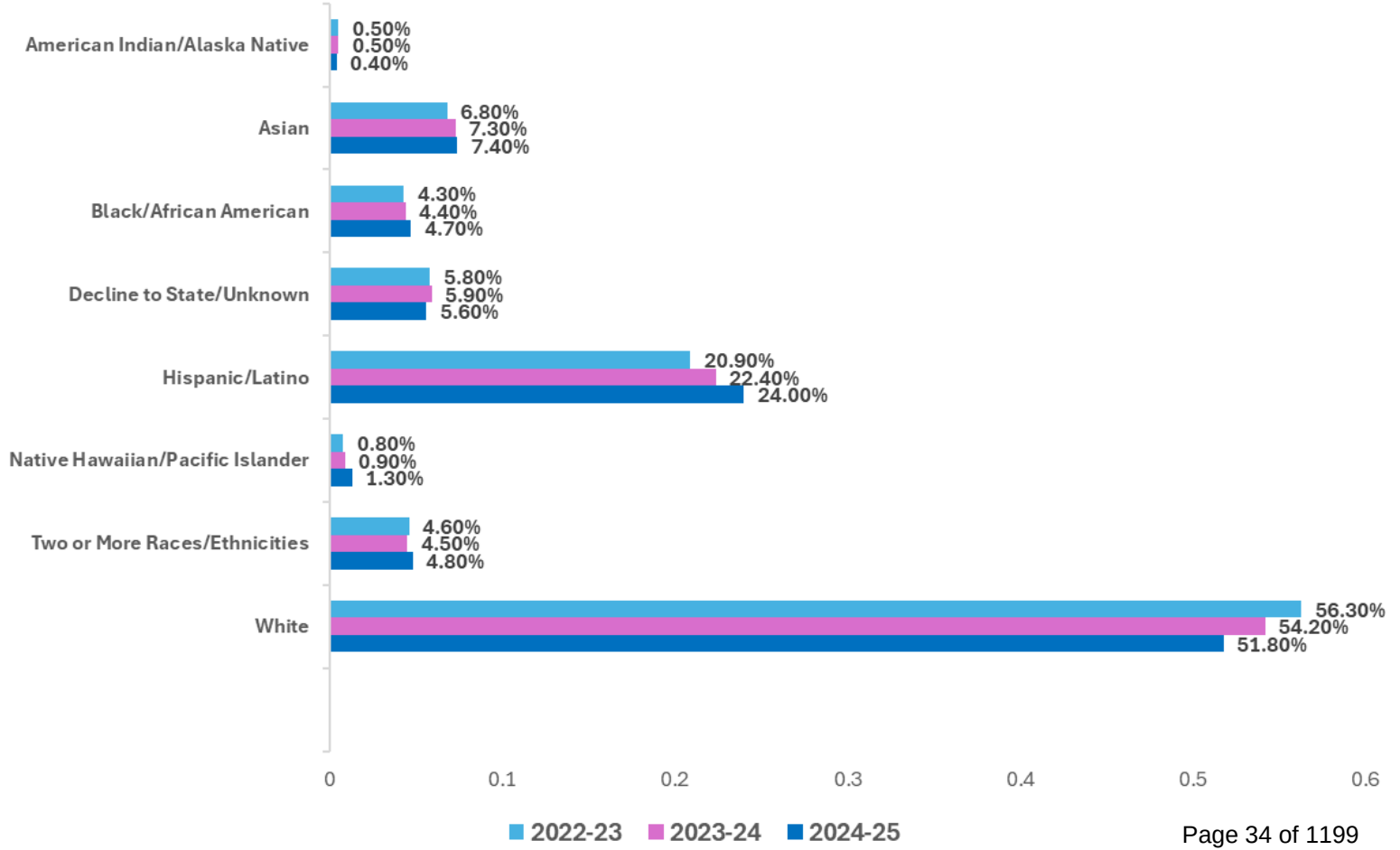
MiraCosta Equal Employment Opportunity Advisory Committee

2024-2025 Ethnicity Comparison



MiraCosta Equal Employment Opportunity Advisory Committee

Ethnicity Data Over Time



MiraCosta Equal Employment Opportunity Advisory Committee

2026–2029 Plan

- Defined Format (e.g., definitions, policy statement, advisory committee, etc.)
- Section on MiraCosta's Sustained and Ongoing Work
- Appendix A: Component 13

MiraCosta Equal Employment Opportunity Advisory Committee

Pre-Hiring Strategies

- Revise Job Descriptions
  - Include a statement about MiraCosta's commitment to IDEA as the first essential function.
  - Use gender-neutral and bias-free language.
  - Focuses on skills and competencies rather than rigid degree or experience requirements.
  - Clearly distinguishes between required vs. preferred qualifications.

MiraCosta Equal Employment Opportunity Advisory Committee

Pre-Hiring Strategies (continued)

- Interview Strategies
  - Address the growing use of generative AI in application materials through structured, skill-based assessments.
  - Develop high-quality interview questions, assessments, and presentation prompts to effectively evaluate candidate competencies.
  - Ensure committees thread IDEA throughout interview materials (questions, assessments, etc.).
  - Training on developing effective interview questions – including how to review language for bias, accessibility, and cultural responsiveness; how to frame and evaluate responses.

MiraCosta Equal Employment Opportunity Advisory Committee

Hiring Strategies

- Guidelines for Student Participation in Hiring Committees
  - Define roles and best practices for student workers serving on hiring committees in collaboration with EEOAC and HR.
  - Identify appropriate recruitment types for student participation, accounting for their academic priorities and limited work hours.
- Diversity Supplement Question & Rubric
  - Review and revise supplemental questions across all recruitment types (faculty, staff, and administrators).
  - Ensure consistent rubric to evaluate responses to supplemental question.

MiraCosta Equal Employment Opportunity Advisory Committee

Hiring Strategies (continued)

- Associate Faculty to Fulltime Faculty Pipeline
  - Develop an annual information tool (video) or targeted hiring campaign for associate faculty outlining the hiring process for full-time faculty positions.

MiraCosta Equal Employment Opportunity Advisory Committee

Post-Hiring Strategies

- Equity Centered Performance Evaluation Practices
  - Incorporate IDEA-related competencies into classified professionals' performance evaluations and administrative goals, emphasizing contributions to student success, campus inclusion, and cultural responsiveness.

- Employee Resource & Affinity Groups
  - Collaborate with and provide funding support to newly established employee resource groups

MiraCosta Equal Employment Opportunity Advisory Committee

Post-Hiring Strategies (continued)

- Recognize Employee Identities
  - Create list of identities to add to name badge (e.g., cultural or heritage affiliation, languages spoken, tribal affiliation, military connection, first generation college, etc.). Participation would remain voluntary and designed to support belonging without requiring disclosure of personal identities.
  - Bring attention and visibility to employees by providing lanyard and pins to decorate (e.g., pronouns, MiraCosta affiliated pins, etc.).

MIRACOSTA
EQUAL EMPLOYMENT
OPPORTUNITY
ADVISORY COMMITTEE

QUESTIONS?

MiraCosta Community College District Item Report

Item: VII.A.
Meeting Date: June 25, 2026

Subject:	Ratify Recommendations of Superintendent/President in Approving Personnel Actions
Category:	Consent Items
Institutional Goal Supported:	Goal 4
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. 1C-Ratify Recommendations Status

Background:

Status:

See attached Status.

Recommended Action:

Ratify recommendations of Superintendent/President in approving personnel actions, as stated.

STATUS

1. Resignation of administrator, Anthony Maciel, Associate Vice President & Chief Information Systems Officer, position P-08739, effective June 30, 2026.

2. Employment of the following full-time, tenure-track faculty members:

   Michael Arce, Sociology Instructor, School of Natural and Social Science, full-time, tenure-track, 176 days per year, class II, step 7, $124,135 per year, effective August 10, 2026.

   BA – Sociology – California State University, San Marcos
   MA – Sociological Practice – California State University, San Marcos

   Mr. Arce has been a full-time faculty member at Mt. San Jacinto College since August 2021 and previously served as Associate Faculty at MiraCosta College and Palomar College.

   Keith Chan, Anthropology Instructor, School of Social Sciences, full-time, tenure-track, 176 days per year, class VI, step 4, $122,774 per year, effective August 10, 2026.

   BA – Anthropology – University of California, Berkeley
   MA – Anthropology – University of Missouri, Columbia
   PhD – Anthropology – University of Missouri, Columbia

   Dr. Keith Chan has served as an adjunct faculty member at MiraCosta College since January 2017, where he teaches Biological Anthropology, Biological Anthropology Lab, and Cultural Anthropology. In addition, he has been an adjunct faculty member in the Anthropology Department at Grossmont College since 2015, and a lecturer at San Diego State University since 2023. Dr. Chan has also served as an Undergraduate Advisor in Anthropology at SDSU since 2025.

   Olivia Dalton, Nursing Instructor, Psychiatric & Mental Health – School of Nursing, Health & Wellness, full-time, tenure-track, 176 days per year, class VI, step 3, $117,825 per year, effective August 10, 2026.

   BS – Nursing – Fresno Pacific University
   MS – Nursing – Point Loma Nazarene University
   NP – Adult Gerontology – Azusa Pacific University
   DNP – Nursing Practice – Chamberlain University

   Dr. Dalton has served as an associate faculty member at MiraCosta College teaching Medical Surgical Nursing and Licensed Vocational Nursing since July 2014. Dr. Dalton also worked as a Nurse Practitioner at MiraCosta College and

served as a Nursing adjunct faculty member at the San Diego Community College District.

Sophia Oller, Chemistry Instructor, School of Chemistry, full-time, tenure-track, 176 days per year, class V, step 10, $149,093 per year, effective August 10, 2026.

BS – Chemistry – University of California, San Diego
MA – Chemistry, South Dakota State University
MA – Education – University of California, San Diego

Ms. Sophia Oller has served as an adjunct faculty member at San Diego Mesa College since January 2024 and at Southwestern College since August 2023, where she teaches a range of chemistry lecture and laboratory courses. She previously worked as a STEAM Instructor and brings extensive secondary education experience, having taught chemistry, neurochemistry, French, and environmental science at the middle and high school levels from 2011 to 2023. She has also contributed to nonprofit education through curriculum development and instruction in South Asia.

Juan Solomon, Horticulture Instructor, School of Natural and Social Sciences, full-time, tenure-track, 176 days per year, class II, step 4, $109,290 per year, effective August 10, 2026.

AS – Ornamental Horticulture – Mt. San Antonio College

Mr. Solomon has served as the Director of Horticulture and Facilities at the San Diego Botanic Garden since 2025 and previously as a Project Manager at TreePeople, an environmental organization. Mr. Solomon has also served as an Associate Faculty at MiraCosta College and taught horticulture courses at Southwestern College.

Virginia Velati Tirona, Online Learning Librarian, full-time, tenure-track, 195 days per year, class V, step 4, $132,296 per year, effective July 1, 2026.

BA – Sociology – California State University, San Marcos
MA – Library and Information Science – San Jose State University

Ms. Virginia Velati Tirona has served as an associate librarian at MiraCosta College since August 2015. In addition to her role at MiraCosta, she serves as an associate librarian for Allan Hancock College and the Kern Community College District. Previously, Virginia worked as a lecturer and learning librarian at California State University, San Marcos from 2022 to 2023 and as an adjunct librarian with the South Orange County Community College District from 2019 to 2024.

3. Employment of the following regular classified employees:

   Tabassum Ali, Early Childhood Education Instructional Specialist, position P-05831, salary range 19, step 1, $5,891.91 per month, full-time, 10 months per year, effective August 3, 2026. Tabassum was selected through an open recruitment process.

   Andre Chan, Instructional Associate, Nursing and Allied Health, position P-00221, salary range 25, step 2, $3,220.12 per month, 18 hours per week, 12 months per year, effective June 1, 2026. Andre was selected through an open recruitment process.

   Blanca Garcia-Castillo, Early Childhood Education Instructional Specialist, position
   P-00150, salary range 19, step 1, $5,891.91 per month, full-time, 10 months per year, effective August 3, 2026. Blanca was selected through an open recruitment process.

   Savannah Philyaw, Instructional Associate, Music Venue Coordinator, position P-00222, salary range 25, step 1, $74,853.17 per year, full-time, 11 months per year, effective June 1, 2026. Savannah was selected through an open recruitment process.

4. Permanent change of assignment for Jay Hartzell, Library Technician III, Public Services, Library, has accepted the position of Manager, Library Operations, Instructional & Library Services, position P-00286, salary range 36, step 5, $12,907.83 per month, full- time, 12 months per year, effective June 08, 2026. Jay was selected through an open recruitment.

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

   Farhonda Alizada, Assistive Technology Assistant, SAS Operations, position P-06178, will continue to serve as Interim Access Specialist, SAS Operations, salary range 27, step 1, $7,428.58 per month, full-time, effective July 1, 2026–June 30, 2027.

   Miguel Aparicio, Custodian, Custodial, position P-00120, will continue to serve as Interim Lead Custodian, Oceanside, Custodial, salary range 21, step 5, longevity year L-20, $9,105.83 per month, full-time, effective July 1, 2026–June 30, 2027.

   Kandyce Balser, Human Resources Assistant, Benefits & Leaves, position P-12646, will serve as Interim Benefits Technician, Benefits and Leaves, salary range 21, step 4, $4,235.45 per month, 24 hours per week, effective June 1–June 30, 2026.

Kandyce Balser, Human Resources Assistant, Benefits & Leaves, position P-12646, will continue to serve as Interim Benefits Technician, Benefits and Leaves, salary range 21, step 4, $5,453.13 per month, 30 hours per week, effective July 1, 2026–June 30, 2027.

Brent Bjorndal, Buyer, Purchasing, position P-07050, will serve as Interim Senior Buyer, Purchasing, salary range 25, step 3, $7,551.75 per month, full-time, effective April 2–June 30, 2026.

Brent Bjorndal, Buyer, Purchasing, position P-07050, will continue to serve as Interim Senior Buyer, Purchasing, salary range 25, step 3, $7,778.33 per month, full-time, effective July 1, 2026–June 30, 2027.

Sylvia Harrington, Senior Human Resources Technician, Human Resources, position P-13920, will continue to serve as Interim Human Resources Systems Specialist, Human Resources, salary range 25, step 5, longevity year L-1, $8,598.17 per month, full-time, effective July 1, 2026–June 30, 2027.

Melanie Haynie, Executive Assistant to Vice President, Administrative Services, position P-05041, will continue to serve as Interim Program Manager, Administrative Services, salary range 31, step 5, longevity year L-22, $12,355.25 per month, full-time, effective July 1, 2026–June 30, 2027.

Yaira Hicks, Testing Services Assistant, Testing Services, position P-06216, will serve as Interim Academic Services Specialist, Instructional Services, salary range 21, step 2, $6,586.92 per month, full-time, effective July 1, 2026–June 30, 2027.

Aaron Holmes, Access Specialist, SAS Operations, position P-06160, will continue to serve as Interim Manager, Digital Accessibility and Compliance, Inclusion, Diversity, Equity & Accessibility, salary range 36, step 5, longevity year L-1, $11,794.00 per month, full-time, effective July 1,2026–December 31, 2026.

Ann Hutsell, Student Services Specialist, 12M, SAS Operations, position P-13132, will serve as Interim Assistive Technology Assistant, SAS Operations, salary range 19, step 1, $5,720.33 per month, full-time, effective June 1–June 30, 2026.

Ann Hutsell, Student Services Specialist, 12M, SAS Operations, position P-13132, will continue to serve as Interim Assistive Technology Assistant, SAS Operations, salary range 19, step 1, $5,891.92 per month, full-time, effective July 1, 2026–June 30, 2027.

Aurora Monette Iglesias, Student Support Advisor, Student Services Welcome Center, position P-08461, will continue to serve as Interim Financial Aid

Technician, Financial Aid Processing, salary range 23, step 2, $6,976.92 per month, full-time, effective July 1–September 4, 2026.

Yurico Jimenez, Student Services Specialist, CARE Program, position P-10571, will continue to serve as Interim Student Services Coordinator, CARE Program, salary range 26, step 5, longevity year L-9, $9,335.25 per month, full-time, effective July 1, 2026–January 5, 2027.

Ellie Keene, Library Technician I, Public Services, 10M, Library, position P-00268, will serve as Interim Library Technician III, Public Services, salary range 26, step 5, $8,540.58 per month, full-time, effective June 8, 2026–June 30, 2026.

Ellie Keene, Library Technician I, Public Services, 10M, Library, position P-00268, will continue to serve as Interim Library Technician III, Public Services, salary range 26, step 5, $8,796.83 per month, full-time, effective July 1, 2026–December 31, 2026.

Eily Lopez, Enrollment Systems Analyst, Admissions & Student Support, position P-00156, will continue to serve as Interim Senior Business Systems Analyst, Instructional Services, salary range 32, step 5, longevity year L-12, $11,494.58 per month, full-time, effective July 1, 2026–June 30, 2027.

Elizabeth Lurenana, Administrative Assistant, Foundation & Development, position
P-09922, will continue to serve as Interim Executive Assistant to Superintendent/President, Office of the President, salary range 28, step 5, longevity year L-1, $9,370.17 per month, full-time, effective July 1, 2026–December 31, 2026.

Michele McCaffery, Payroll Specialist, Payroll, position P-00298, will serve as Interim Human Resources Analyst, Benefits & Leaves, Human Resources, salary range 29, step 5, longevity year L-1, $9,382.67 per month, full-time, effective June 1, 2026–June 30, 2026.

Michele McCaffery, Payroll Specialist, Payroll, position P-00298, will serve as Interim Benefits Supervisor, Human Resources, salary range CL-35, step 5, longevity year L-1, $11,125.25 per month, full-time, effective July 1, 2026–June 30, 2027.

Gwen Partlow, Instructional Systems Analyst, Instructional Services, position P-00247, will continue to serve as Interim Senior Business Systems Analyst, Instructional Services, salary range 32, step 5, longevity year L-22, $12,715.83 per month, full-time, effective July 1, 2026–June 30, 2027.

Tara Sisario, Administrative Assistant to the Dean/Associate Vice President, Information Technology Services, position P-00032, will continue to serve as

Interim Executive Assistant, Assistant Superintendent/Vice President, Administrative Services, position P-13954, salary range 26, step 5, longevity year L-1, $8,846.83 per month, full-time, effective July 1, 2026–June 30, 2027.

Heidi Willis, Instructional Systems Analyst, Instructional Services, position P-00096, will continue to serve as Interim Senior Business Systems Analyst, Instructional Services, salary range 32, step 5, longevity year L-22, $12,715.83 per month, full-time, effective July 1, 2026–June 30, 2027.

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

   Kandyce Balser, Interim Benefits Technician, Benefits and Leaves, position P-14181, will temporarily increase hours from 24 to 30 hours per week, effective June 15, 2026–June 30, 2026.

   Caroline Hallman, Library Technician I, Public Services, 10M, position P-00267, will temporarily increase in months from 10 months to 12 months a year, effective June 1, 2026–June 30, 2026.

   Noemi Llamas, Testing Services Assistant, Testing Services, position P-06217, will continue to temporarily increase hours from 32 to 40 hours per week, effective July 1, 2026–June 30, 2027.

   Marilyn Roybal, Academic Division Administrative Assistant, Instructional Services, position P-05134, will continue to temporarily increase hours from 24 to 40 hours per week, effective July 1, 2026–June 30, 2027.

   Renee Truong, Student Services Specialist, EOPS Operations, position P-13306, will continue to temporarily increase hours from 32 to 40 hours per week, effective July 1, 2026–June 30, 2027.

7. Employee 07400737, in accordance with Administrative Procedure 7340, requests a reduced work schedule from 40 hours per week to 20 hours per week, effective September 10, 2026, until February 2, 2027.

8. Employee 07281636, in accordance with Administrative Procedure 7340, requests a reduced work schedule from 40 hours per week to 20 hours per week, effective July 6, 2026, through August 21, 2026.

9. In accordance with Article 12.6 of the Academic Associate Faculty collective bargaining agreement, Miles Stanley, Associate Faculty member in History, position P-11508, requests advancement on the associate faculty salary schedule, from salary class 2 to 6, due to the completion of a doctoral degree, effective March 1, 2026.

10. The following faculty members have given notice of their intent to advance on the academic salary schedule due to the completion of SAC approved coursework, effective July 1, 2026:

    a. Sam Arenivar, Communications Instructor, position P- 00502, from salary class 3 to 4.
    b. Shaylah Turk, Counselor, position P- 04867, from salary class 3 to 4.
    c. Polo Mariscal, Math Instructor, position P- 00567, from salary class 4 to 5.
    d. Ariana Solis, Counselor, position P- 09156, from salary class 4 to 5.
    e. Iris Ayala-Swindell, Counselor, position P-00444, from salary class 3 to 4.
    f. JahB Prescott, English Instructor, position P-05250, from salary class 4 to 5.

11. In accordance with Article 12.6 of the Academic Associate Faculty collective bargaining agreement, the following associate faculty members request advancement on the associate faculty salary schedule due to the completion of SAC approved coursework, effective July 1, 2026, as follows:

    a. Isabella Janovick, Associate Instructor, Computer Studies, position P-05915, from salary class 4 to 5.
    b. Sean Wilkinson, Associate Instructor, Letters, position P-01267, from salary class 2 to 5.
    c. Dailyn Brown, Associate Instructor, ESL, position P-05307, from salary class 3 to 4.
    d. Torey Romero, Associate Instructor, Communication Studies, position P-11411, from salary class 2 to 3.
    e. Sinclaire Tirona, Associate Instructor, Communication Studies, position P-09900, from salary class 3 to 5.

12. 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:

    Bea Boccalandro – Economics
    Blair Nastasi – Psychology
    Phoebe Woodworth-Jefcoats – Earth Science

    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.

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

Gustavo	Nieto Alamilla	Biological Sciences
Monica	Acevedo	Computer Studies
Joseph	Vandereb	Dance
Bri	Gallegos	History
Monica	Loss dos Santos	Noncredit, General
Maria	Rodriguez	Noncredit, General
Mallory	Rosol Kilgore	Noncredit, General
Jeanine	Webb	Noncredit, General
Christina	Manzano	Physical Sciences
Gabriel	Muro	Physical Sciences
Phoebe	Woodworth-Jefcoats	Physical Sciences
Blair	Nastasi	Psychology
Beatriz	Boccalandro	Social Science

14. Request approval of the following apprentices, short-term employees, substitute employees, and professional experts in accordance with Education Code 88003. Short-term and substitute employees will be employed and paid less than 75 percent of the college year:

Administrative Services							
First Name	**Last Name**	**Job Title**	**Assignment**	**Department**	**Pay Rate**	**Start Date**	**End Date**
Travis	Blunt	Custodian	Substitute	Custodial	$25.46/hr	7/1/26	6/30/27
Joel	Ramirez	Custodian	Substitute	Custodial	$25.46/hr	7/1/26	6/30/27
Edwin	Vasquez	Custodian	Substitute	Custodial	$25.46/hr	7/1/26	6/30/27
Sandra	Vazquez Chavez	Administrative Support Assistant III	Substitute	Facilities	$33.97/hr	5/15/26	6/30/26
Sandra	Vazquez Chavez	Administrative Support Assistant III	Short-term	Facilities	$33.97/hr	7/1/26	6/30/27
Oscar	Silva	IT Junior Consultant	Professional Expert	Information Technology Services	$45.00/hr	7/1/26	8/21/26
Jeremy	Flood	IT Junior Consultant	Professional Expert	ITS Technology Support Services	$45.00/hr	7/1/26	8/31/26

Mitchell	Fedie	Media Services Assistant	Short-term	ITS Technology Support Services	$27.79/hr	7/1/26	6/30/27
Jeremy	Flood	Media Services Assistant	Substitute	ITS Technology Support Services	$27.79/hr	7/1/26	6/30/27
Daniel	Martinez	Police Support Assistant I	Substitute	Police Administrative	$29.43/hr	7/1/26	6/30/27
Ella	Wargo	Police Support Assistant I	Substitute	Police Administrative	$29.43/hr	7/1/26	6/30/27
Shawn	Viramontes	Police Officer	Substitute	Police Enforcement Unit 2	$41.62/hr	7/1/26	6/30/27
Aimee	Coakley	Police Officer	Substitute	Police Enforcement Unit 2	$40.41/hr	6/1/26	6/30/26
Human Resources							
First Name	**Last Name**	**Job Title**	**Assignment**	**Department**	**Pay Rate**	**Start Date**	**End Date**
Shawna	Sourivanh	HR Consultant III	Professional Expert	Human Resources Department	$95.00/hr	7/1/26	6/30/27
Regina	Nicholas	Senior Human Resources Technician	Short-term	Human Resources Ops, Benefits/Systems	$39.28/hr	7/1/26	6/30/27
Shanta	Jamieson	Senior Human Resources Technician	Short-term	Human Resources Ops, Recruitment/Retention	$39.28/hr	7/1/26	8/21/26
Inclusion, Diversity, Equity & Accessibility (IDEA)							
First Name	**Last Name**	**Job Title**	**Assignment**	**Department**	**Pay Rate**	**Start Date**	**End Date**
Raphael-Monet	Cooke	Instructional Aide	Short-term	Academic Success & Equity	$25.46/hr	6/1/26	6/30/26
Raphael-Monet	Cooke	Instructional Aide	Short-term	Academic Success & Equity	$25.46/hr	7/1/26	7/31/26
Sabrya	Mosely-SaintRose	Instructional Aide	Short-term	Academic Success & Equity	$25.46/hr	7/1/26	7/31/26
Institutional Advancement							
First Name	**Last Name**	**Job Title**	**Assignment**	**Department**	**Pay Rate**	**Start Date**	**End Date**
Laural	Cooper	Administrative Assistant, Foundation & Development	Short-term	Institutional Advancement	$39.28/hr	7/1/26	6/30/27
Giuliana	Guanilo	Receptionist / Switchboard Operator	Short-term	Public Information Office	$25.47/hr	7/1/26	6/30/27
Mindy	Decker	Receptionist / Switchboard Operator	Short-term	Public Information Office	$25.47/hr	7/1/26	6/30/27
Instructional Services							
First Name	**Last Name**	**Job Title**	**Assignment**	**Department**	**Pay Rate**	**Start Date**	**End Date**
Parmis	Sanaei	Academic Services Coordinator	Short-term	Academic & Career Pathways	$41.62/hr	7/1/26	6/30/27
Connor	Brigandi	Learning Coach	Short-term	Academic Support & Innovation Center	$37.08/hr	7/1/26	6/30/27
Estefania	Dieguez Hernandez	Learning Coach	Short-term	Academic Support & Innovation Center	$37.08/hr	7/1/26	6/30/27
Ginger	Rosser	Art Model	Professional Expert	Art	$30.00/hr	8/1/26	5/31/27

Victoria	May	Art Model	Professional Expert	Art	$30.00/hr	8/1/26	5/31/27
Sherman	Kwan	Art Model	Professional Expert	Art	$30.00/hr	8/1/26	5/31/27
Erika	Chamberlin	Art Model	Professional Expert	Art	$30.00/hr	8/1/26	5/31/27
Jaron	Stokes	Art Model	Professional Expert	Art	$30.00/hr	8/1/26	5/31/27
Stephanie	Rock	Art Model	Professional Expert	Art	$30.00/hr	8/1/26	5/31/27
Kerry	Ray	Art Model	Professional Expert	Art	$30.00/hr	8/1/26	5/31/27
Deaurcy	Williams	Art Model	Professional Expert	Art	$30.00/hr	8/1/26	5/31/27
Olessya	Shu	Art Model	Professional Expert	Art	$30.00/hr	8/1/26	5/31/27
Flynn	Dexter	Art Model	Professional Expert	Art	$30.00/hr	8/1/26	5/31/27
Kraig	Williams	Instructional Aide	Substitute	Automotive Technology	$26.22/hr	7/1/26	1/31/27
Melissa	Perez	Apprentice III	Apprentice	Biotechnology	$21.00/hr	8/3/26	6/30/27
Jennie	Sam	Apprentice III	Apprentice	Biotechnology	$21.00/hr	8/3/26	6/30/27
Michala	Mak	Apprentice III	Apprentice	Biotechnology	$21.00/hr	8/3/26	6/30/27
Scott	Holland	Apprentice III	Apprentice	Chemistry	$21.00/hr	8/3/26	6/30/27
Julia	Salazar	Academic Services Specialist	Short-term	Child Development	$34.98/hr	5/26/26	6/30/26
Julia	Salazar	Academic Services Specialist	Short-term	Child Development	$34.98/hr	7/1/26	6/30/27
Stephanie	Johnson	Apprentice I	Apprentice	Child Development Center	$17.00/hr	8/3/26	5/31/27
Marlen	Cornejo Guzman	Apprentice I	Apprentice	Child Development Center	$17.00/hr	8/3/26	5/31/27
Veronica	Palermo	Apprentice I	Apprentice	Child Development Center	$17.00/hr	8/3/26	5/31/27
Hailee	Klingemann	Apprentice I	Apprentice	Child Development Center	$17.00/hr	8/3/26	5/31/27
Jennyfer	Samantha Tzompantzi	Apprentice I	Apprentice	Child Development Center	$17.00/hr	8/3/26	5/31/27
Amber	Kelley	Apprentice I	Apprentice	Child Development Center	$17.00/hr	8/3/26	5/31/27
Isabella	Martin	Apprentice I	Apprentice	Child Development Center	$17.00/hr	8/3/26	5/31/27
Coral	Garcia Santiago	Apprentice II	Apprentice	Child Development Center	$19.00/hr	8/3/26	5/31/27
Katie	Burkhart	Apprentice II	Apprentice	Child Development Center	$19.00/hr	8/3/26	5/31/27
Grace	Swed	Apprentice II	Apprentice	Child Development Center	$19.00/hr	8/3/26	5/31/27
Jessica	Hunt	Apprentice II	Apprentice	Child Development Center	$19.00/hr	8/3/26	5/31/27
Maryjane	Sanchez	Apprentice II	Apprentice	Child Development Center	$19.00/hr	8/3/26	5/31/27
Kathleen	Tom	Apprentice III	Apprentice	Child Development Center	$21.00/hr	8/3/26	5/31/27

Kimberly	Lopez	Apprentice III	Apprentice	Child Development Center	$21.00/hr	8/3/26	5/31/27
Skylar	Hollingsworth	College for Kids Counselor I	Short-term	Community Ed & Workforce Dev	$18.50/hr	6/1/26	6/30/26
Karen	Aguilar	College for Kids Counselor I	Short-term	Community Ed & Workforce Dev	$18.50/hr	7/1/26	6/30/27
Julie	Hernandez	College for Kids Instructor	Short-term	Community Ed & Workforce Dev	$17.00/hr	6/1/26	6/30/26
Aramis	Muagututia	College for Kids Instructor	Short-term	Community Ed & Workforce Dev	$17.00/hr	7/1/26	6/30/27
Casey	Singleton	College for Kids Instructor	Short-term	Community Ed & Workforce Dev	$17.00/hr	7/1/26	6/30/27
Cadence	Moore	College for Kids Instructor	Short-term	Community Ed & Workforce Dev	$17.00/hr	7/1/26	6/30/27
Lucas	Collignon	College for Kids Instructor	Short-term	Community Ed & Workforce Dev	$17.00/hr	7/1/26	6/30/27
Priscilla	Landerer	College for Kids Instructor	Short-term	Community Ed & Workforce Dev	$17.00/hr	7/1/26	6/30/27
Andy	Dodd	College for Kids Instructor	Short-term	Community Ed & Workforce Dev	$17.00/hr	7/1/26	6/30/27
Ryan	Borgenson	College for Kids Instructor	Short-term	Community Ed & Workforce Dev	$17.00/hr	6/1/26	6/30/26
Madison	Blue	College for Kids Instructor	Short-term	Community Ed & Workforce Dev	$17.00/hr	7/1/26	6/30/27
Matthew	Iwan	College for Kids Instructor	Short-term	Community Ed & Workforce Dev	$17.00/hr	5/1/26	6/30/26
Paola	Martinez	College for Kids Lead Counselor	Short-term	Community Ed & Workforce Dev	$23.00/hr	7/1/26	6/30/27
Charity	Singleton	Drivers Ed Instructor	Professional Expert	Community Ed & Workforce Dev	$30.00/hr	7/1/26	6/30/27
Kristen	Westrope	Drivers Ed Instructor	Professional Expert	Community Ed & Workforce Dev	$30.00/hr	7/1/26	6/30/27
Tina	Eiter	Drivers Ed Instructor	Professional Expert	Community Ed & Workforce Dev	$30.00/hr	7/1/26	6/30/27
Casey	Singleton	Drivers Ed Instructor	Professional Expert	Community Ed & Workforce Dev	$30.00/hr	7/1/26	6/30/27
Brenda	Arch	Drivers Ed Instructor	Professional Expert	Community Ed & Workforce Dev	$30.00/hr	7/1/26	6/30/27
Kristopher	Apple	Accompanist II	Professional Expert	Dance	$35.00/hr	8/1/26	5/31/27
Curtis	Mueller	Theater & Production Aide III	Short-term	Dance	$21.00/hr	7/1/26	6/30/27
Amir	Naranjo	Student Employment Coordinator	Short-term	Employment Services	$40.41/hr	6/1/26	6/30/26
Blake	Armstrong	Accompanist I	Professional Expert	Music	$20.00/hr	8/1/26	5/31/27
Curtis	Price	Accompanist I	Professional Expert	Music	$20.00/hr	8/1/26	5/31/27
Michael	Munson	Accompanist III	Professional Expert	Music	$50.00/hr	8/1/26	5/31/27
Katie	Klaerich	Accompanist III	Professional Expert	Music	$50.00/hr	8/1/26	5/31/27
Savitha	Naik	Instructional Aide	Short-term	Music	$26.22/hr	8/1/26	6/30/27
Johnathan	Roberts	Instructional Aide	Short-term	Music	$26.22/hr	8/1/26	6/30/27

Eric	Clemens	Instructional Assistant	Short-term	Music	$31.17/hr	8/1/26	6/30/27
Anita	Gama	Administrative Support Assistant II	Short-term	School of Nursing, Health & Wellness	$31.17/hr	7/1/26	5/28/27
Brittany	Rodriguez	Evaluator	Short-term	School of Nursing, Health & Wellness	$38.17/hr	7/1/26	6/30/27
Juan	Castillejos	Learning Coach	Short-term	STEM Learning Center	$37.08/hr	7/1/26	6/30/27
Amber	DeFreitas	Learning Coach	Short-term	STEM Learning Center	$37.08/hr	7/1/26	6/30/27
Zachary	Elliott	Production Assistant / Charge Scenic Artist	Short-term	Theatre & Film	$27.79/hr	8/1/26	5/31/27
Bonnie	Durben	Production Assistant / Properties Designer	Short-term	Theatre & Film	$26.22/hr	8/1/26	5/31/27
Christopher	Renda	Theater & Production Aide I	Short-term	Theatre & Film	$17.00/hr	7/1/26	6/30/27
Jordan	Galloway	Theater & Production Aide II	Short-term	Theatre & Film	$19.00/hr	7/1/26	7/30/26
Steven	Dang	Theater & Production Aide II	Short-term	Theatre & Film	$19.00/hr	7/1/26	7/30/26
Christopher	Renda	Theater & Production Aide III	Short-term	Theatre & Film	$21.00/hr	7/1/26	6/30/27
Zachary	Elliott	Theater & Production Aide III	Short-term	Theatre & Film	$21.00/hr	7/1/26	7/30/26
Alexandra	Angulo	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Ellie	Afshinpour	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Ehsan	Afshinpour	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Natalia	Flores	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Natalia	Sada	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Edgar	Herrera	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Eddy	Angarita	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Maria	Sathaliya	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Nallely	Verde	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Lila	Podlewski	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Maria	Rose	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Sandy	Fernandez	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Sirlei	Rodrigues da Costa	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27

Yuan	Chiang	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Samuel	Vazquez	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Xavier	Moya	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Manuel	Mendoza Nunez	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Elena	Mora Villa	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Gloria	Villa	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Mariela	Lehman	Instructional Aide	Short-term	Workforce IOA	$26.22/hr	7/1/26	6/30/27
Maria	Zorzin	Support Assistant II, Noncredit Adult Ed	Short-term	Workforce IOA	$31.17/hr	7/1/26	6/30/27
Rocio	Flores Cadena	Support Assistant, Noncredit Adult Ed	Short-term	Workforce IOA	$27.79/hr	7/1/26	6/30/27
Azucena	Correa	Support Assistant, Noncredit Adult Ed	Short-term	Workforce IOA	$26.99/hr	7/1/26	6/30/27
Siclali	Gomez	Support Assistant, Noncredit Adult Ed	Short-term	Workforce IOA	$27.79/hr	7/1/26	6/30/27
Sandy	Fernandez	Support Assistant, Noncredit Adult Ed	Short-term	Workforce IOA	$27.79/hr	7/1/26	6/30/27
Mayra	Martinez	Learning Coach	Short-term	Writing Center	$37.08/hr	7/1/26	6/30/27
Student Services							
First Name	**Last Name**	**Job Title**	**Assignment**	**Department**	**Pay Rate**	**Start Date**	**End Date**
Kristyn	Lewko	Advanced IT Consultant	Professional Expert	Admissions & Records, OCN	$75.00/hr	7/1/26	6/30/27
Miguel	Dumbrique	Senior Business Systems Analyst	Substitute	Admissions & Records, OCN	$49.50/hr	7/1/26	6/30/27
Rafael	Campos Asvolinsque	Facilities Event Support Assistant	Substitute	Athletics	$25.00/hr	6/15/26	6/30/26
Robert	Robinson	Facilities Event Support Assistant	Short-term	Athletics & Intramurals	$25.00/hr	7/1/26	6/30/27
Daniel	Salas	Facilities Event Support Assistant	Short-term	Athletics & Intramurals	$25.00/hr	7/1/26	6/30/27
Westly	Perryman	Facilities Event Support Assistant	Short-term	Athletics & Intramurals	$25.00/hr	7/1/26	6/30/27
Cameron	Smith	Facilities Event Support Assistant	Short-term	Athletics & Intramurals	$25.00/hr	7/1/26	6/30/27

Eva	Mejia	Facilities Event Support Assistant	Short-term	Athletics & Intramurals	$25.00/hr	7/1/26	6/30/27
Rafael	Campos Asvolinsque	Facilities Event Support Assistant	Substitute	Athletics & Intramurals	$25.00/hr	5/1/26	6/30/26
Rafael	Campos Asvolinsque	Facilities Event Support Assistant	Substitute	Athletics & Intramurals	$25.00/hr	7/1/26	6/30/27
Jessica	Garcia	Student Services Specialist	Substitute	CARE Program	$34.98/hr	6/22/26	6/30/26
Jessica	Garcia	Student Services Specialist	Short-term	CARE Program	$34.98/hr	7/1/26	6/30/27
David	Arnold	Administrative Support Assistant I	Substitute	Counseling Operations	$24.73/hr	6/1/26	6/30/26
Elizabeth	Gonzales	Administrative Support Assistant I	Substitute	Counseling Operations	$25.47/hr	7/1/26	6/30/27
Alina	Cuellar	Financial Aid Technician	Substitute	Financial Aid & Scholarships	$38.17/hr	7/1/26	12/31/26
Danneth	Sellers	College Health Nurse	Substitute	Health Services	$44.09/hr	7/1/26	6/30/27
Michael	Macadang	College Health Nurse	Substitute	Health Services	$44.09/hr	7/1/26	6/30/27
Jessica	Brazel	College Health Nurse	Substitute	Health Services	$44.09/hr	7/1/26	6/30/27
Yoli	Guerra	Health Services Assistant	Substitute	Health Services	$33.99/hr	7/1/26	6/30/27
Rocio	Maciel Segovia	Health Services Assistant	Substitute	Health Services	$33.99/hr	7/1/26	6/30/27
Olivia	Dalton	Nurse Practitioner	Short-term	Health Services	$83.37/hr	7/1/26	7/31/26
Lauryn	Malicoat	Student Support Advisor	Substitute	Student Services Welcome Center	$37.08/hr	7/1/26	9/30/26
Keshia	Choice	Student Support Advisor	Substitute	Student Services Welcome Center	$37.08/hr	7/1/26	9/30/26
Ryan	Bell	Testing Services Assistant	Substitute	Testing Services	$31.17/hr	7/1/26	5/30/27

MiraCosta Community College District Item Report

Item: VII.B.
Meeting Date: June 25, 2026

Subject:	Approve Salary Schedule and Employment Contracts for Professional Experts
Category:	Consent Items
Institutional Goal Supported:	Goal 3
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. 2C-Attachment 2026-2027 Contract TEMPLATE - Professional Expert

Background:

MiraCosta College administers a number of grants. Education Code section 88003.1(b)(2) allows for personal services contracts to be used when services to be performed are not available through the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district. The personal services contracts expire on June 30, 2026. The attached salary schedule for professional experts includes a recommended cost of living adjustment ("COLA") of 2.5 percent for 2026/27, which is commensurate with the COLA received by other employee groups.

Status:

The attached professional expert salary schedule is recommended for approval and the following employment contracts are recommended for renewal with the term commencing on July 1, 2026 to June 30, 2027:

- Cheryl Brown, Program Director, Small Business Development Center, full-time, $160,008 per year.
- Traci Cole, Program Director, Veterans Business Outreach Center, full-time, $145,133 per year.
- Molly Ash, Director, Apprenticeship Program Development, full-time,

$147,668 per year.
- Wallace Keau Wong, Director, Bioscience Workforce Development Hub, full-time, $150,569 per year.
- Tina Ngo Bartel, Executive Director, Center of Excellence for Labor Market Research, full-time, $160,934 per year.
- Robert Chu, Regional Programs Manager, Center of Excellence for Labor Market Research, full-time, $94,244 per year.
- Tasi Matthews, Regional Professional Development Manager, Center of Excellence for Labor Market Research, full-time $106,004 per year.
- Dajana “Diana” Barbiani, Program Advisor II, Small Business Development Center, full-time, $97,204 per year.
- Cong “Annie” Li, Regional Career & Technical Education Research Expert, Center of Excellence for Labor Market Research, full-time, $83,476 per year.
- Nabressa Lilly, Regional Career & Technical Education Research Expert, Center of Excellence for Labor Market Research, full-time, $83,476 per year.
- Terri Quenzer, Executive Director, Bioscience Workforce Development Hub, 0.75 FTE, $119,054.25 per year.

The following individual is recommended for a new professional expert contract with the term commencing on July 1, 2026 to June 30, 2027:

- Daisy Alonso, Program Advisor II, Small Business Development Center, full-time, $97,204 per year.

Recommended Action:

Approve salary schedule and employment contracts for professional experts, as stated above.

MiraCosta Community College District
PERSONAL SERVICES CONTRACT

This contract ("Agreement") between the MiraCosta Community College District ("District") and «First_Name» «Last_Name» ("«Last_Name»"), an individual, is made as of «Term_Start_Date».

Recitals

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

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

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

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

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

Terms and Conditions

1. Position and Term.

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

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

2. Salary and Benefits.

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

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

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

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

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

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

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

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

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

7. Provisions of Government Code Sections 53243.3-53243.4.

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

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

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

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

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

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

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

9. Representations and Warranties.

«Last_Name» represents and warrants that «Last_Name»:

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

(B) is freely and voluntarily signing this Agreement.

MiraCosta Community College District

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

_____
«First_Name» «Last_Name»

MiraCosta Community College District Item Report

Item: VII.C.
Meeting Date: June 25, 2026

Subject:	Approve 2025-2028 Classified Professionals and Classified Administrators Salary Schedules
Category:	Consent Items
Institutional Goal Supported:	Goal 3
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. Classified Administrators Salary Schedule 2025-2026 - All 2. Classified Salary Schedule 2025-2026 - All

Background:

During spring 2025, the District engaged in meet-and-confer discussions with employee groups, including Classified Employees and Classified Administrators. These discussions addressed a range of topics, including proposed cost-of-living adjustments ("COLA") to the salary schedules.
At its regularly scheduled meeting on June 26, 2025, the Board of Trustees approved salary increases, along with additional updates to the Classified Employees Working Conditions Manual and the Classified Administrators Working Conditions Manual.

Status:

During spring 2026, as part of a routine retirement application review, CalPERS identified areas requiring correction in the Classified Employees and Classified Administrators salary schedules, specifically related to formatting and layout. These corrections necessitate merging MiraCosta College's current position titles and ranges document with the salary schedule document to ensure compliance.
Because this revised format is not currently incorporated in the respective Working Conditions Manuals, Board approval is required to adopt the updated salary schedules and ensure compliance with CalPERS regulations. There is no change to the compensation previously approved by the Board at the June 26, 2025 meeting for either employee group.
The complete documents are available online and copies are on file with the secretary of the Board of Trustees.

Recommended Action:

Approve Revised 2025-2028 Classified Employees and Classified Administrator salary schedules, as stated above.

CLASSIFIED ADMINISTRATORS ANNUAL SALARY SCHEDULE 2025-2026
July 1, 2025 - June 30, 2026
Effective July 1, 2025

COLA 4%

Classified Administrator Title	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Currently None	1	86,330	90,652	95,190	99,940	104,936
Currently None	2	91,009	95,560	100,337	105,359	110,621
Currently None	3	95,687	100,468	105,497	110,768	116,307
Currently None	4	100,365	105,379	110,649	116,184	121,990
Currently None	5	105,040	110,295	115,806	121,597	127,675
Currently None	6	109,715	115,202	120,963	127,012	133,365
Currently None	7	114,402	120,114	126,121	132,423	139,053
Director, Child Development Center	8	119,074	125,030	131,276	137,842	144,736
Director, Student Life and Leadership	8	119,074	125,030	131,276	137,842	144,736
Director, Student Services	8	119,074	125,030	131,276	137,842	144,736
Risk and Safety Manager	9	123,750	129,933	136,438	143,254	150,415
MESA Program Director	10	128,425	134,846	141,593	148,672	156,105
Director of CARE	10	128,425	134,846	141,593	148,672	156,105
Director of Student Success and Equity	10	128,425	134,846	141,593	148,672	156,105
Grant Project Director	10	128,425	134,846	141,593	148,672	156,105
Currently None	11	133,109	139,758	146,748	154,084	161,787
Currently None	12	137,780	144,668	151,906	159,496	167,472
Currently None	13	142,459	149,576	157,064	164,917	173,159
Chief of Police & Campus Safety	14	147,131	154,488	162,218	170,324	178,848
Director, Financial Aid & Scholarships	14	147,131	154,488	162,218	170,324	178,848
Director, Health Services	14	147,131	154,488	162,218	170,324	178,848
Director, Noncredit & Adult Education	14	147,131	154,488	162,218	170,324	178,848
Director, Purchasing & Material Management	14	147,131	154,488	162,218	170,324	178,848
Exec Director, Comm Ed and Workforce	14	147,131	154,488	162,218	170,324	178,848
Director, Admissions & Records / Registrar	15	151,813	159,406	167,376	175,742	184,528
Currently None	16	156,493	164,316	172,527	181,156	190,216
Director of Technology and Support Services	17	161,093	169,148	177,606	186,487	196,302
Director, Enterprise Application Services	17	161,093	169,148	177,606	186,487	196,302
Director, Security and Infrastructure Systems	17	161,093	169,148	177,606	186,487	196,302
Director, Fiscal Services	18	166,249	174,562	183,290	192,455	202,585
Exec Director, Public & Gov Relations, Marketing & Communications	19	171,571	180,152	189,158	198,615	209,065
Director, Facilities	19	171,571	180,152	189,158	198,615	209,065
Director, Human Resources	19	171,571	180,152	189,158	198,615	209,065

CLASSIFIED ADMINISTRATORS (permanent hire after July 1, 2018)
LONGEVITY PAY ANNUAL SCHEDULE 2025-2026
July 1, 2025 - June 30, 2026
Effective July 1, 2025

Range	L-1 Years 6-10	L-2 Years 11-15	L-3 Years 16-20	L-4 Year 21+	L-5 Year 23+
1	500	1,000	1,500	2,000	2,500
2	500	1,000	1,500	2,000	2,500
3	500	1,000	1,500	2,000	2,500
4	500	1,000	1,500	2,000	2,500
5	500	1,000	1,500	2,000	2,500
6	500	1,000	1,500	2,000	2,500
7	500	1,000	1,500	2,000	2,500
8	500	1,000	1,500	2,000	2,500
9	500	1,000	1,500	2,000	2,500
10	500	1,000	1,500	2,000	2,500
11	500	1,000	1,500	2,000	2,500
12	500	1,000	1,500	2,000	2,500
13	500	1,000	1,500	2,000	2,500
14	500	1,000	1,500	2,000	2,500
15	500	1,000	1,500	2,000	2,500
16	500	1,000	1,500	2,000	2,500
17	500	1,000	1,500	2,000	2,500
18	500	1,000	1,500	2,000	2,500
19	500	1,000	1,500	2,000	2,500

Longevity for employees hired on or after July 1, 2018

L-1	$500^ per year	Service Years 6-10
L-2	$1000^ per year	Service Years 11-15
L-3	$1500^ per year	Service Years 16-20
L-4	$2000^ per year	Service Years 21-22
L-5	$2500^ per year	Service Years 23+

^ The longevity payment is non-cumulative and does not increase with COLA.
The longevity payment will be provided on a monthly basis throughout the Classified Administrator's work year.

CLASSIFIED ADMINISTRATORS (permanent hire before July 1, 2018)
LONGEVITY PAY ANNUAL SCHEDULE 2025-2026
July 1, 2025 - June 30, 2026
Effective July 1, 2025

Range	L-1 Years 6-10	L-2 Years 11-15	L-3 Years 16-20	L-4 Year 21+
1	5,247	10,756	16,541	22,615
2	5,531	11,339	17,437	23,840
3	5,815	11,921	18,332	25,064
4	6,100	12,505	19,230	26,291
5	6,384	13,087	20,125	27,515
6	6,668	13,670	21,022	28,741
7	6,953	14,253	21,918	29,967
8	7,237	14,836	22,815	31,193
9	7,521	15,418	23,710	32,416
10	7,805	16,001	24,606	33,642
11	8,089	16,583	25,502	34,866
12	8,374	17,166	26,398	36,092
13	8,658	17,749	27,294	37,317
14	8,942	18,332	28,191	38,543
15	9,226	18,914	29,086	39,767
16	9,511	19,497	29,983	40,993
17	9,815	20,121	30,942	42,304
18	10,129	20,765	31,933	31,933
19	10,453	21,429	32,954	32,954

Longevity for employees hired before July 1, 2018

L-1	5% increase	Service Years 6-10
L-2	5% increase	Service Years 11-15
L-3	5% increase	Service Years 16-20
L-4*	5% increase	Service Years 21+

*Does not apply to Range 18 or 19

CLASSIFIED ADMINISTRATORS ANNUAL SALARY SCHEDULE 2026-2027
July 1, 2026 - June 30, 2027
Effective July 1, 2026

COLA 2.5%

Classified Administrator Title	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Currently None	1	88,488	92,918	97,570	102,439	107,559
Currently None	2	93,284	97,949	102,845	107,993	113,387
Currently None	3	98,079	102,980	108,134	113,537	119,215
Currently None	4	102,874	108,013	113,415	119,089	125,040
Currently None	5	107,666	113,052	118,701	124,637	130,867
Currently None	6	112,458	118,082	123,987	130,187	136,699
Currently None	7	117,262	123,117	129,274	135,734	142,529
Director, Child Development Center	8	122,051	128,156	134,558	141,288	148,354
Director, Student Life and Leadership	8	122,051	128,156	134,558	141,288	148,354
Director, Student Services	8	122,051	128,156	134,558	141,288	148,354
Risk and Safety Manager	9	126,844	133,181	139,849	146,835	154,175
MESA Program Director	10	131,636	138,217	145,133	152,389	160,008
Director of CARE	10	131,636	138,217	145,133	152,389	160,008
Director of Student Success and Equity	10	131,636	138,217	145,133	152,389	160,008
Grant Project Director	10	131,636	138,217	145,133	152,389	160,008
Currently None	11	136,437	143,252	150,417	157,936	165,832
Currently None	12	141,225	148,285	155,704	163,483	171,659
Currently None	13	146,020	153,315	160,991	169,040	177,488
Chief of Police & Campus Safety	14	150,809	158,350	166,273	174,582	183,319
Director, Financial Aid & Scholarships	14	150,809	158,350	166,273	174,582	183,319
Director, Health Services	14	150,809	158,350	166,273	174,582	183,319
Director, Noncredit & Adult Education	14	150,809	158,350	166,273	174,582	183,319
Director, Purchasing & Material Management	14	150,809	158,350	166,273	174,582	183,319
Exec Director, Comm Ed and Workforce	14	150,809	158,350	166,273	174,582	183,319
Director, Admissions & Records / Registrar	15	155,608	163,391	171,560	180,136	189,141
Currently None	16	160,405	168,424	176,840	185,685	194,971
Director of Technology and Support Services	17	165,120	173,377	182,046	191,149	201,210
Director, Enterprise Application Services	17	165,120	173,377	182,046	191,149	201,210
Director, Security and Infrastructure Systems	17	165,120	173,377	182,046	191,149	201,210
Director, Fiscal Services	18	170,405	178,926	187,872	197,266	207,650
Exec Director, Public & Gov Relations, Marketing &	19	175,860	184,656	193,887	203,580	214,292
Director, Facilities	19	175,860	184,656	193,887	203,580	214,292
Director, Human Resources	19	175,860	184,656	193,887	203,580	214,292

CLASSIFIED ADMINISTRATORS (employees hired on or after July 1, 2018)
LONGEVITY PAY ANNUAL SCHEDULE 2026-2027
July 1, 2026 - June 30, 2027
Effective July 1, 2026

Range	L-1 Years 6-10	L-2 Years 11-15	L-3 Years 16-20	L-4 Year 21-22	L-5 Year 23+
1	500	1,000	1,500	2,000	2,500
2	500	1,000	1,500	2,000	2,500
3	500	1,000	1,500	2,000	2,500
4	500	1,000	1,500	2,000	2,500
5	500	1,000	1,500	2,000	2,500
6	500	1,000	1,500	2,000	2,500
7	500	1,000	1,500	2,000	2,500
8	500	1,000	1,500	2,000	2,500
9	500	1,000	1,500	2,000	2,500
10	500	1,000	1,500	2,000	2,500
11	500	1,000	1,500	2,000	2,500
12	500	1,000	1,500	2,000	2,500
13	500	1,000	1,500	2,000	2,500
14	500	1,000	1,500	2,000	2,500
15	500	1,000	1,500	2,000	2,500
16	500	1,000	1,500	2,000	2,500
17	500	1,000	1,500	2,000	2,500
18	500	1,000	1,500	2,000	2,500
19	500	1,000	1,500	2,000	2,500

Longevity for employees hired on or after July 1, 2018

L-1	$500^ per year	Service Years 6-10
L-2	$1000^ per year	Service Years 11-15
L-3	$1500^ per year	Service Years 16-20
L-4	$2000^ per year	Service Years 21-22
L-5	$2500^ per year	Service Years 23+

^ The longevity payment is non-cumulative and does not increase with COLA.
The longevity payment will be provided on a monthly basis throughout the Classified Administrator's work year.

CLASSIFIED ADMINISTRATORS (employees hired before July 1, 2018)
LONGEVITY PAY ANNUAL SCHEDULE 2026-2027
July 1, 2026 - June 30, 2027
Effective July 1, 2026

Range	L-1 Years 6-10	L-2 Years 11-15	L-3 Years 16-20	L-4 Year 21+
1	5,378	11,025	16,954	23,180
2	5,669	11,622	17,872	24,435
3	5,961	12,220	18,792	25,692
4	6,252	12,817	19,710	26,948
5	6,543	13,414	20,628	28,203
6	6,835	14,012	21,548	29,460
7	7,126	14,609	22,466	30,716
8	7,418	15,207	23,385	31,972
9	7,709	15,803	24,302	33,226
10	8,000	16,400	25,220	34,481
11	8,292	16,998	26,140	35,739
12	8,583	17,595	27,058	36,994
13	8,874	18,192	27,976	38,249
14	9,166	18,790	28,895	39,506
15	9,457	19,387	29,813	40,761
16	9,749	19,985	30,733	42,018
17	10,061	20,625	31,717	43,363
18	10,383	21,285	32,732	32,732
19	10,715	21,965	33,778	33,778

Longevity for employees hired before July 1, 2018

L-1	5% increase	Service Years 6-10
L-2	5% increase	Service Years 11-15
L-3	5% increase	Service Years 16-20
L-4*	5% increase	Service Years 21+

***Does not apply to Range 18 or 19**

CLASSIFIED ADMINISTRATORS ANNUAL SALARY SCHEDULE 2026-2027
July 1, 2027 - June 30, 2028
Effective July 1, 2027

COLA 2%

Classified Administrator Title	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Currently None	1	90,258	94,776	99,521	104,488	109,710
Currently None	2	95,150	99,908	104,902	110,153	115,655
Currently None	3	100,041	105,040	110,297	115,808	121,599
Currently None	4	104,931	110,173	115,683	121,471	127,541
Currently None	5	109,819	115,313	121,075	127,130	133,484
Currently None	6	114,707	120,444	126,467	132,791	139,433
Currently None	7	119,607	125,579	131,859	138,449	145,380
Director, Child Development Center	8	124,492	130,719	137,249	144,114	151,321
Director, Student Life and Leadership	8	124,492	130,719	137,249	144,114	151,321
Director, Student Services	8	124,492	130,719	137,249	144,114	151,321
Risk and Safety Manager	9	129,381	135,845	142,646	149,772	157,259
MESA Program Director	10	134,269	140,981	148,036	155,437	163,208
Director of CARE	10	134,269	140,981	148,036	155,437	163,208
Director of Student Success and Equity	10	134,269	140,981	148,036	155,437	163,208
Grant Project Director	10	134,269	140,981	148,036	155,437	163,208
Currently None	11	139,166	146,117	153,425	161,095	169,149
Currently None	12	144,050	151,251	158,818	166,753	175,092
Currently None	13	148,940	156,381	164,211	172,421	181,038
Chief of Police & Campus Safety	14	153,825	161,517	169,598	178,074	186,985
Director, Financial Aid & Scholarships	14	153,825	161,517	169,598	178,074	186,985
Director, Health Services	14	153,825	161,517	169,598	178,074	186,985
Director, Noncredit & Adult Education	14	153,825	161,517	169,598	178,074	186,985
Director, Purchasing & Material Management	14	153,825	161,517	169,598	178,074	186,985
Exec Director, Comm Ed and Workforce	14	153,825	161,517	169,598	178,074	186,985
Director, Admissions & Records / Registrar	15	158,720	166,659	174,991	183,739	192,924
Currently None	16	163,613	171,792	180,377	189,399	198,870
Director of Technology and Support Services	17	168,422	176,845	185,687	194,972	205,234
Director, Enterprise Application Services	17	168,422	176,845	185,687	194,972	205,234
Director, Security and Infrastructure Systems	17	168,422	176,845	185,687	194,972	205,234
Director, Fiscal Services	18	173,813	182,505	191,629	201,211	211,803
Exec Director, Public & Gov Relations, Marketing &	19	179,377	188,349	197,765	207,652	218,578
Director, Facilities	19	179,377	188,349	197,765	207,652	218,578
Director, Human Resources	19	179,377	188,349	197,765	207,652	218,578

CLASSIFIED ADMINISTRATORS (employees hired on or after July 1, 2018)
LONGEVITY PAY ANNUAL SCHEDULE 2027-2028
July 1, 2027 - June 30, 2028
Effective July 1, 2027

Range	L-1 Years 6-10	L-2 Years 11-15	L-3 Years 16-20	L-4 Year 21-22	L-5 Year 23+
1	500	1,000	1,500	2,000	2,500
2	500	1,000	1,500	2,000	2,500
3	500	1,000	1,500	2,000	2,500
4	500	1,000	1,500	2,000	2,500
5	500	1,000	1,500	2,000	2,500
6	500	1,000	1,500	2,000	2,500
7	500	1,000	1,500	2,000	2,500
8	500	1,000	1,500	2,000	2,500
9	500	1,000	1,500	2,000	2,500
10	500	1,000	1,500	2,000	2,500
11	500	1,000	1,500	2,000	2,500
12	500	1,000	1,500	2,000	2,500
13	500	1,000	1,500	2,000	2,500
14	500	1,000	1,500	2,000	2,500
15	500	1,000	1,500	2,000	2,500
16	500	1,000	1,500	2,000	2,500
17	500	1,000	1,500	2,000	2,500
18	500	1,000	1,500	2,000	2,500
19	500	1,000	1,500	2,000	2,500

Longevity for employees hired on or after July 1, 2018

L-1	$500^ per year	Service Years 6-10
L-2	$1000^ per year	Service Years 11-15
L-3	$1500^ per year	Service Years 16-20
L-4	$2000^ per year	Service Years 21-22
L-5	$2500^ per year	Service Years 23+

^ The longevity payment is non-cumulative and does not increase with COLA.
The longevity payment will be provided on a monthly basis throughout the Classified Administrator's work year.

CLASSIFIED ADMINISTRATORS (employees hired before July 1, 2018)
LONGEVITY PAY ANNUAL SCHEDULE 2027-2028
July 1, 2027 - June 30, 2028
Effective July 1, 2027

Range	L-1 Years 6-10	L-2 Years 11-15	L-3 Years 16-20	L-4 Year 21+
1	5,486	11,246	17,294	23,644
2	5,783	11,855	18,231	24,925
3	6,080	12,464	19,167	26,205
4	6,377	13,073	20,104	27,486
5	6,674	13,682	21,040	28,766
6	6,972	14,292	21,978	30,049
7	7,269	14,901	22,915	31,330
8	7,566	15,510	23,852	32,611
9	7,863	16,119	24,788	33,890
10	8,160	16,728	25,725	35,172
11	8,457	17,337	26,661	36,452
12	8,755	17,947	27,599	37,734
13	9,052	18,557	28,537	39,016
14	9,349	19,166	29,474	40,297
15	9,646	19,775	30,410	41,577
16	9,944	20,385	31,348	42,859
17	10,262	21,037	32,351	44,230
18	10,590	21,710	33,386	33,386
19	10,929	22,404	34,453	34,453

Longevity for employees hired before July 1, 2018

L-1	5% increase	Service Years 6-10
L-2	5% increase	Service Years 11-15
L-3	5% increase	Service Years 16-20
L-4*	5% increase	Service Years 21+

***Does not apply to Range 18 or 19**

2025-26 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2025

Classified Title	COLA 3% Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Currently None	1	40,878	43,117	45,361	47,632	49,872
Currently None	2	42,057	44,362	46,694	49,037	51,307
Currently None	3	43,273	45,700	48,038	50,436	52,800
Currently None	4	44,550	47,011	49,436	51,894	54,328
Currently None	5	45,856	48,346	50,870	53,388	55,917
Currently None	6	47,196	49,781	52,365	54,945	57,531
Currently None	7	48,566	51,243	53,890	56,568	59,215
Currently None	8	49,999	52,737	55,509	58,246	60,920
Administrative Support Assistant I	9	51,429	54,263	57,096	59,931	62,729
Locker Room Safety Assistant	9	51,429	54,263	57,096	59,931	62,729
Copy Operator	10	52,957	55,848	58,776	61,704	64,598
Custodian	10	52,957	55,848	58,776	61,704	64,598
Instructional Aide	10	52,957	55,848	58,776	61,704	64,598
Box Office Cashier	11	54,482	57,502	60,489	63,479	66,466
Instructional Computer Lab Assistant	12	56,129	59,188	62,266	65,345	68,424
Media Services Assistant	12	56,129	59,188	62,266	65,345	68,424
Support Assistant, Noncredit Adult Ed	12	56,129	59,188	62,266	65,345	68,424
Currently None	13	57,748	60,893	64,069	67,241	70,424
Community Education Assistant I	14	59,430	62,701	65,969	69,204	72,473
Police Support Assistant I	14	59,430	62,701	65,969	69,204	72,473
Custodial Maintenance Worker	15	61,174	64,563	67,903	71,263	74,618
Gardener / Groundskeeper	15	61,174	64,563	67,903	71,263	74,618
Grounds Maintenance Worker	15	61,174	64,563	67,903	71,263	74,618
Administrative Support Assistant II	16	62,950	66,403	69,860	73,314	76,772
Copy Center Technician	16	62,950	66,403	69,860	73,314	76,772
Instructional Assistant	16	62,950	66,403	69,860	73,314	76,772
Library Technician I, Public Services	16	62,950	66,403	69,860	73,314	76,772
Police Community Service Officer	16	62,950	66,403	69,860	73,314	76,772
Support Assistant II, Noncredit Adult Ed	16	62,950	66,403	69,860	73,314	76,772
Testing Services Assistant	16	62,950	66,403	69,860	73,314	76,772
Vehicle and Equipment Assistant	16	62,950	66,403	69,860	73,314	76,772
Cashier II	17	64,815	68,396	71,944	75,493	79,042
Community Education Assistant II	17	64,815	68,396	71,944	75,493	79,042
Financial Aid Assistant	17	64,815	68,396	71,944	75,493	79,042
Gallery Assistant	17	64,815	68,396	71,944	75,493	79,042
Graphic Artist	17	64,815	68,396	71,944	75,493	79,042
IT Help Desk Technician	17	64,815	68,396	71,944	75,493	79,042
Library Technician I, Technical Services	17	64,815	68,396	71,944	75,493	79,042
Police Services Officer	17	64,815	68,396	71,944	75,493	79,042
Police Support Assistant II	17	64,815	68,396	71,944	75,493	79,042
Horticulture Assistant	18	66,715	70,357	74,062	77,707	81,347
Warehouse/Mailroom Specialist	18	66,715	70,357	74,062	77,707	81,347
Early Childhood Education Instructional Specialist	19	68,644	72,444	76,207	79,946	83,776
Health Services Assistant	19	68,644	72,444	76,207	79,946	83,776
Technology Support Services Coordinator	19	68,644	72,444	76,207	79,946	83,776
Testing Services Specialist	19	68,644	72,444	76,207	79,946	83,776
Administrative Support Assistant III	20	70,664	74,562	78,420	82,312	86,170
Admissions and Records Specialist	20	70,664	74,562	78,420	82,312	86,170

Classified Title	COLA 3% Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Admissions and Records Specialist, Transcript Clerk	20	70,664	74,562	78,420	82,312	86,170
Career Studies & Services Internship & Technical Specialist	20	70,664	74,562	78,420	82,312	86,170
Community Education Assistant III	20	70,664	74,562	78,420	82,312	86,170
Early Childhood Education Program Specialist	20	70,664	74,562	78,420	82,312	86,170
Grounds Maintenance Specialist, SEC	20	70,664	74,562	78,420	82,312	86,170
Human Resources Assistant	20	70,664	74,562	78,420	82,312	86,170
Irrigation Specialist	20	70,664	74,562	78,420	82,312	86,170
Lead Custodian, San Elijo	20	70,664	74,562	78,420	82,312	86,170
Police Support Assistant III	20	70,664	74,562	78,420	82,312	86,170
Science Laboratory Technician - Hourly	20	70,664	74,562	78,420	82,312	86,170
Academic Division Administrative Asst	21	72,760	76,741	80,753	84,709	88,723
Accounting Technician - Hourly	21	72,760	76,741	80,753	84,709	88,723
Benefits Technician	21	72,760	76,741	80,753	84,709	88,723
Facilities Assistant	21	72,760	76,741	80,753	84,709	88,723
GEAR UP School Site Coordinator	21	72,760	76,741	80,753	84,709	88,723
Human Resources Technician	21	72,760	76,741	80,753	84,709	88,723
Lead Custodian, Oceanside	21	72,760	76,741	80,753	84,709	88,723
Library Technician II, Public Services	21	72,760	76,741	80,753	84,709	88,723
Performing Arts Technician	21	72,760	76,741	80,753	84,709	88,723
Program Specialist, Noncredit Adult Education	21	72,760	76,741	80,753	84,709	88,723
Student Services Specialist	21	72,760	76,741	80,753	84,709	88,723
Transfer Center Specialist	21	72,760	76,741	80,753	84,709	88,723
Athletics Coordinator	22	74,873	78,985	83,090	87,226	91,342
Building Maintenance Mechanic I/II Flex	22	74,873	78,985	83,090	87,226	91,342
Instructional Computer Lab Lead	22	74,873	78,985	83,090	87,226	91,342
Internship and Employment Technical Specialist	22	74,873	78,985	83,090	87,226	91,342
Lead Groundskeeper	22	74,873	78,985	83,090	87,226	91,342
Learning Coach	22	74,873	78,985	83,090	87,226	91,342
Library Technician II, Public Services	22	74,873	78,985	83,090	87,226	91,342
Noncredit Academic Evaluator & Admissions Specialist	22	74,873	78,985	83,090	87,226	91,342
Police Dispatcher / Records Technician	22	74,873	78,985	83,090	87,226	91,342
Student Support Advisor	22	74,873	78,985	83,090	87,226	91,342
Academic Records Evaluator	22	74,873	78,985	83,090	87,226	91,342
CLC Maintenance Technician	22	74,873	78,985	83,090	87,226	91,342
Development Officer	22	74,873	78,985	83,090	87,226	91,342
Financial Aid Technician	22	74,873	78,985	83,090	87,226	91,342
Media Services Technician	23	77,079	81,284	85,519	89,756	93,992
Accounting Specialist	24	79,322	83,714	88,040	92,370	96,755
Administrative Assistant to the Dean-AVP Flex	24	79,322	83,714	88,040	92,370	96,755
Administrative Assistant, Foundation & Development	24	79,322	83,714	88,040	92,370	96,755
Assistant Athletic Trainer - Hourly	24	79,322	83,714	88,040	92,370	96,755
Attendance Accounting Specialist	24	79,322	83,714	88,040	92,370	96,755
Buyer	24	79,322	83,714	88,040	92,370	96,755
Development Specialist	24	79,322	83,714	88,040	92,370	96,755
Lead Police Services Officer and Evidence Specialist	24	79,322	83,714	88,040	92,370	96,755
Payroll Specialist	24	79,322	83,714	88,040	92,370	96,755
Senior Human Resources Technician	24	79,322	83,714	88,040	92,370	96,755
Veterans Specialist	24	79,322	83,714	88,040	92,370	96,755
Assistant Business Systems Analyst	25	81,658	86,110	90,621	95,107	99,590
Building Maintenance Mechanic III	25	81,658	86,110	90,621	95,107	99,590
GEAR UP Accounting & Research Specialist	25	81,658	86,110	90,621	95,107	99,590

Classified Title	COLA 3% Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Human Resources Systems Specialist	25	81,658	86,110	90,621	95,107	99,590
HVAC Technician	25	81,658	86,110	90,621	95,107	99,590
Instructional Associate	25	81,658	86,110	90,621	95,107	99,590
Instructional Associate/Music Venue Coordinator	25	81,658	86,110	90,621	95,107	99,590
Music Sound Engineer	25	81,658	86,110	90,621	95,107	99,590
Senior Buyer	25	81,658	86,110	90,621	95,107	99,590
Theatre House Specialist	25	81,658	86,110	90,621	95,107	99,590
Academic Services Coordinator	26	84,053	88,664	93,269	97,877	102,487
Career Education Grants Coordinator	26	84,053	88,664	93,269	97,877	102,487
Career Studies & Services Coordinator	26	84,053	88,664	93,269	97,877	102,487
Custodial Supervisor	26	84,053	88,664	93,269	97,877	102,487
Executive Assistant to Vice President	26	84,053	88,664	93,269	97,877	102,487
Facilities & Civic Center Events Coordinator	26	84,053	88,664	93,269	97,877	102,487
Library Technician III, Public Services	26	84,053	88,664	93,269	97,877	102,487
Marketing & Communications Coordinator	26	84,053	88,664	93,269	97,877	102,487
Police Officer	26	84,053	88,664	93,269	97,877	102,487
Senior Admissions Specialist	26	84,053	88,664	93,269	97,877	102,487
Senior Science Lab Associate	26	84,053	88,664	93,269	97,877	102,487
Student Employment Coordinator	26	84,053	88,664	93,269	97,877	102,487
Student Services Coordinator	26	84,053	88,664	93,269	97,877	102,487
Warehouse Supervisor	26	84,053	88,664	93,269	97,877	102,487
Access Specialist	27	86,547	91,247	96,013	100,744	105,543
Career Education Pathways Coordinator	27	86,547	91,247	96,013	100,744	105,543
Instructional Technology Support Specialist	27	86,547	91,247	96,013	100,744	105,543
Internship Coordinator	27	86,547	91,247	96,013	100,744	105,543
Operations Supervisor	27	86,547	91,247	96,013	100,744	105,543
Program Supervisor, Community Education & Workforce Dev	27	86,547	91,247	96,013	100,744	105,543
Program Supervisor, Supplemental Instruction	27	86,547	91,247	96,013	100,744	105,543
Wellness Center Coordinator	27	86,547	91,247	96,013	100,744	105,543
Accountant I	28	89,036	93,926	98,815	103,698	108,584
Athletic Trainer	28	89,036	93,926	98,815	103,698	108,584
College Health Nurse - Hourly	28	89,036	93,926	98,815	103,698	108,584
Executive Assistant to Superintendent / President	28	89,036	93,926	98,815	103,698	108,584
Graphic Design Coordinator	28	89,036	93,926	98,815	103,698	108,584
Lead Building Maintenance Mechanic	28	89,036	93,926	98,815	103,698	108,584
Lead Vehicle and Equipment Mechanic	28	89,036	93,926	98,815	103,698	108,584
Performing Arts Technical Director	28	89,036	93,926	98,815	103,698	108,584
Assistant Registrar	29	91,649	96,692	101,678	106,721	111,792
Benefits Coordinator	29	91,649	96,692	101,678	106,721	111,792
Human Resources Analyst	29	91,649	96,692	101,678	106,721	111,792
Human Resources Analyst- Benefits and Leave	29	91,649	96,692	101,678	106,721	111,792
Police Communications / Records Supervisor	29	91,649	96,692	101,678	106,721	111,792
Accountant II	30	94,327	99,527	104,692	109,862	115,065
Business Systems Analyst	30	94,327	99,527	104,692	109,862	115,065
Clinical Case Manager	30	94,327	99,527	104,692	109,862	115,065
Creative Services Lead	30	94,327	99,527	104,692	109,862	115,065
Financial Aid Supervisor	30	94,327	99,527	104,692	109,862	115,065
Grounds Supervisor	30	94,327	99,527	104,692	109,862	115,065
Instructional Designer	30	94,327	99,527	104,692	109,862	115,065
Online Instructional Technologist	30	94,327	99,527	104,692	109,862	115,065
Purchasing Supervisor	30	94,327	99,527	104,692	109,862	115,065

Classified Title	COLA 3% Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Research Analyst	30	94,327	99,527	104,692	109,862	115,065
Senior Curriculum & Accreditation Analyst	30	94,327	99,527	104,692	109,862	115,065
Technology Services Analyst	30	94,327	99,527	104,692	109,862	115,065
Enrollment Database Specialist	31	97,099	102,424	107,748	113,069	118,423
Instructional Systems Analyst	31	97,099	102,424	107,748	113,069	118,423
Manager, Counseling Services	31	97,099	102,424	107,748	113,069	118,423
Program Manager, Academic & Career Pathways	31	97,099	102,424	107,748	113,069	118,423
Program Manager, Academic Success & Equity Programs	31	97,099	102,424	107,748	113,069	118,423
Program Manager, Employment Services	31	97,099	102,424	107,748	113,069	118,423
Program Manager, Outreach	31	97,099	102,424	107,748	113,069	118,423
Program Manager, Service Learning	31	97,099	102,424	107,748	113,069	118,423
Program Manager, SSSP	31	97,099	102,424	107,748	113,069	118,423
Program Manager, Student Success and Equality	31	97,099	102,424	107,748	113,069	118,423
Program Manager, Testing Services	31	97,099	102,424	107,748	113,069	118,423
Program Manager, Veterans Services	31	97,099	102,424	107,748	113,069	118,423
Program Manager, Writing Center	31	97,099	102,424	107,748	113,069	118,423
Associate Director, Development	32	99,966	105,446	110,893	116,400	121,879
Business Analyst	32	99,966	105,446	110,893	116,400	121,879
HR Systems Analyst	32	99,966	105,446	110,893	116,400	121,879
Senior Business Systems Analyst	32	99,966	105,446	110,893	116,400	121,879
Senior Financial Analyst	32	99,966	105,446	110,893	116,400	121,879
Athletic Director	33	102,892	108,529	114,160	119,792	125,464
Network Specialist	33	102,892	108,529	114,160	119,792	125,464
Web Applications Developer	33	102,892	108,529	114,160	119,792	125,464
Bursar	34	105,877	111,702	117,491	123,314	129,103
Employee Relations Specialist	34	105,877	111,702	117,491	123,314	129,103
Police Sergeant	34	105,877	111,702	117,491	123,314	129,103
Human Resources Supervisor	35	108,991	114,970	120,947	126,923	132,903
Manager, Library Operations	36	112,166	118,362	124,524	130,663	136,823
Manager, Police Operations	36	112,166	118,362	124,524	130,663	136,823
Operations Manager	36	112,166	118,362	124,524	130,663	136,823
Accounting Manager	37	115,467	121,816	128,135	134,486	140,809
Data Warehouse Systems Developer	37	115,467	121,816	128,135	134,486	140,809
Enterprise Applications Developer	37	115,467	121,816	128,135	134,486	140,809
Facilities Manager	37	115,467	121,816	128,135	134,486	140,809
Grounds and Transportation Manager	37	115,467	121,816	128,135	134,486	140,809
Payroll Manager	37	115,467	121,816	128,135	134,486	140,809
Currently None	38	118,860	125,370	131,873	138,413	144,953
Currently None	39	122,347	129,042	135,765	142,457	149,181
Information Security Engineer	40	125,924	132,808	139,717	146,661	153,539
Infrastructure System Engineer	40	125,924	132,808	139,717	146,661	153,539
Currently None	41	129,601	136,698	143,830	150,927	158,021
Senior Enterprise Applications Developer	42	133,365	140,744	148,030	155,317	162,694
Manager, Infrastructure Systems and Application Dev.	43	135,993	143,439	150,906	158,461	165,916
Manager, Technology Support Services	43	135,993	143,439	150,906	158,461	165,916

CLASSIFIED LONGEVITY ANNUAL PAY SCHEDULE

(employees hired into a permanent classified position after July 1, 2018)

Effective July, 1 2025

Range	YEAR 6 $600	YEAR 7 $700	YEAR 8 $800	YEAR 9 $900	YEAR 10 $1,000	YEAR 11 $1,000	YEAR 12 $1,000	YEAR 13 $1,000	YEAR 14 $1,000	YEAR 15 $1,500	YEAR 16 $1,500	YEAR 17 $1,500	YEAR 18 $1,500	YEAR 19 $1,500	YEAR 20 $2,000	YEAR 21 $2,000	Year 22 $2,000	Year 23+ $2,500
1	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
2	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
3	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
4	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
5	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
6	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
7	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
8	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
9	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
10	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
11	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
12	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
13	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
14	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
15	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
16	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
17	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
18	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
19	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
20	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
21	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
22	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
23	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
24	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
25	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
26	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
27	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
28	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
29	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
30	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
31	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
32	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
33	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
34	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
35	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
36	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
37	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
38	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
39	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
40	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
41	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
42	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
43	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500

CLASSIFIED LONGEVITY ANNUAL PAY SCHEDULE

(employees hired into a permanent classified position prior to July 1, 2018)

Effective July, 1 2025

COLA 3%	L-1	L-2				L-3	L-4				L-5	L-6					L-7
	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	YEAR 16	YEAR 17	YEAR 18	YEAR 19	YEAR 20	YEAR 21	Year 22+
Range	3%	1%	1%	1%	1%	1.5%	1%	1%	1%	1%	1.5%	1%	1%	1%	1%	1%	0.65%
1	1,496	2,010	2,529	3,053	3,582	4,384	4,926	5,474	6,028	6,587	7,434	8,007	8,585	9,170	9,760	10,357	10,748
2	1,539	2,068	2,601	3,141	3,685	4,510	5,068	5,632	6,201	6,776	7,647	8,237	8,832	9,434	10,041	10,655	11,058
3	1,584	2,128	2,677	3,232	3,792	4,641	5,216	5,796	6,382	6,973	7,870	8,477	9,089	9,708	10,333	10,965	11,379
4	1,630	2,189	2,755	3,325	3,902	4,775	5,366	5,963	6,566	7,175	8,098	8,722	9,353	9,989	10,633	11,282	11,709
5	1,678	2,253	2,835	3,423	4,016	4,915	5,523	6,138	6,758	7,385	8,335	8,977	9,626	10,282	10,944	11,612	12,051
6	1,726	2,318	2,917	3,521	4,132	5,057	5,683	6,315	6,953	7,598	8,575	9,236	9,904	10,578	11,259	11,947	12,399
7	1,776	2,386	3,002	3,625	4,253	5,205	5,849	6,500	7,157	7,821	8,826	9,507	10,194	10,888	11,589	12,297	12,762
8	1,828	2,455	3,089	3,729	4,375	5,355	6,018	6,687	7,363	8,046	9,080	9,780	10,487	11,201	11,923	12,651	13,129
9	1,882	2,528	3,181	3,840	4,505	5,514	6,196	6,886	7,582	8,285	9,350	10,071	10,799	11,534	12,277	13,027	13,519
10	1,938	2,603	3,275	3,954	4,640	5,678	6,381	7,091	7,808	8,532	9,629	10,371	11,121	11,878	12,642	13,415	13,922
11	1,994	2,679	3,370	4,068	4,774	5,842	6,565	7,296	8,033	8,778	9,907	10,671	11,442	12,221	13,008	13,803	14,325
12	2,053	2,757	3,469	4,188	4,914	6,014	6,759	7,511	8,270	9,037	10,199	10,985	11,779	12,581	13,391	14,209	14,747
13	2,113	2,838	3,571	4,311	5,058	6,190	6,956	7,730	8,512	9,301	10,497	11,306	12,123	12,949	13,783	14,625	15,178
14	2,174	2,921	3,675	4,436	5,205	6,370	7,159	7,955	8,759	9,572	10,802	11,635	12,476	13,326	14,184	15,050	15,619
15	2,239	3,007	3,783	4,567	5,359	6,559	7,371	8,191	9,019	9,855	11,122	11,979	12,845	13,720	14,603	15,496	16,081
16	2,303	3,094	3,893	4,699	5,514	6,748	7,583	8,427	9,279	10,139	11,443	12,325	13,216	14,116	15,025	15,943	16,546
17	2,371	3,185	4,008	4,838	5,677	6,948	7,808	8,676	9,553	10,439	11,781	12,690	13,607	14,534	15,469	16,414	17,035
18	2,440	3,278	4,125	4,979	5,843	7,150	8,035	8,929	9,832	10,744	12,125	13,060	14,004	14,957	15,920	16,893	17,532
19	2,513	3,376	4,248	5,128	6,017	7,364	8,275	9,196	10,125	11,065	12,487	13,450	14,422	15,404	16,396	17,398	18,055
20	2,585	3,473	4,369	5,274	6,189	7,574	8,512	9,459	10,415	11,381	12,844	13,834	14,834	15,844	16,864	17,895	18,571
21	2,662	3,576	4,499	5,431	6,372	7,799	8,764	9,739	10,723	11,718	13,224	14,244	15,274	16,314	17,364	18,425	19,121
22	2,740	3,681	4,631	5,591	6,560	8,029	9,023	10,026	11,040	12,064	13,615	14,664	15,724	16,795	17,877	18,969	19,686
23	2,820	3,788	4,766	5,753	6,751	8,262	9,284	10,317	11,360	12,414	14,010	15,090	16,181	17,282	18,395	19,519	20,257
24	2,903	3,899	4,906	5,922	6,949	8,505	9,557	10,620	11,694	12,779	14,422	15,533	16,656	17,790	18,936	20,093	20,852
25	2,988	4,013	5,050	6,096	7,153	8,754	9,837	10,932	12,037	13,153	14,844	15,989	17,144	18,312	19,491	20,682	21,463
26	3,075	4,130	5,196	6,273	7,361	9,009	10,124	11,250	12,387	13,536	15,276	16,454	17,643	18,844	20,058	21,283	22,088
27	3,166	4,253	5,351	6,460	7,580	9,277	10,425	11,585	12,756	13,939	15,732	16,944	18,169	19,406	20,656	21,918	22,746
28	3,258	4,376	5,506	6,646	7,799	9,544	10,726	11,919	13,124	14,341	16,185	17,433	18,693	19,965	21,251	22,549	23,402
29	3,354	4,505	5,668	6,843	8,029	9,826	11,043	12,271	13,512	14,765	16,663	17,948	19,245	20,555	21,879	23,215	24,093
30	3,452	4,637	5,834	7,043	8,264	10,114	11,366	12,630	13,907	15,197	17,151	18,473	19,808	21,157	22,519	23,895	24,798
31	3,553	4,772	6,004	7,249	8,505	10,409	11,698	12,999	14,313	15,640	17,651	19,012	20,386	21,775	23,177	24,593	25,522
32	3,656	4,912	6,180	7,460	8,754	10,713	12,039	13,378	14,731	16,097	18,167	19,567	20,981	22,410	23,853	25,310	26,267
33	3,764	5,056	6,361	7,680	9,011	11,028	12,393	13,772	15,164	16,570	18,701	20,143	21,599	23,069	24,555	26,055	27,040
34	3,873	5,203	6,546	7,902	9,272	11,348	12,753	14,171	15,604	17,051	19,243	20,727	22,225	23,738	25,267	26,810	27,824
35	3,987	5,356	6,739	8,135	9,545	11,682	13,128	14,588	16,063	17,553	19,810	21,337	22,879	24,437	26,010	27,600	28,643
36	4,105	5,514	6,937	8,375	9,827	12,027	13,515	15,019	16,537	18,071	20,394	21,966	23,554	25,158	26,778	28,414	29,488
37	4,224	5,675	7,139	8,619	10,113	12,377	13,909	15,456	17,019	18,597	20,988	22,606	24,240	25,891	27,558	29,241	30,347
38	4,349	5,842	7,350	8,873	10,411	12,741	14,318	15,911	17,520	19,144	21,606	23,271	24,954	26,653	28,369	30,102	31,240
39	4,475	6,012	7,564	9,131	10,714	13,113	14,736	16,375	18,031	19,703	22,236	23,950	25,681	27,430	29,196	30,980	32,151
40	4,606	6,188	7,785	9,398	11,027	13,496	15,166	16,853	18,557	20,278	22,886	24,650	26,432	28,231	30,049	31,885	33,090
41	4,741	6,368	8,012	9,672	11,349	13,890	15,609	17,345	19,099	20,870	23,554	25,369	27,203	29,055	30,926	32,816	34,056
42	4,881	6,557	8,249	9,959	11,685	14,301	16,071	17,858	19,664	21,487	24,250	26,120	28,008	29,915	31,841	33,786	35,063
43	4,977	6,686	8,412	10,156	11,916	14,584	16,389	18,212	20,053	21,913	24,730	26,637	28,562	30,507	32,471	34,455	35,758

2026-27 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2026

	COLA 3%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Classified Title	**Range**					
Currently None	1	42,104	44,411	46,722	49,061	51,368
Currently None	2	43,319	45,693	48,095	50,508	52,846
Currently None	3	44,571	47,071	49,479	51,949	54,384
Currently None	4	45,887	48,421	50,919	53,451	55,958
Currently None	5	47,232	49,796	52,396	54,990	57,595
Currently None	6	48,612	51,274	53,936	56,593	59,257
Currently None	7	50,023	52,780	55,507	58,265	60,991
Currently None	8	51,499	54,319	57,174	59,993	62,748
Administrative Support Assistant I	9	52,972	55,891	58,809	61,729	64,611
Locker Room Safety Assistant	9	52,972	55,891	58,809	61,729	64,611
Copy Operator	10	54,546	57,523	60,539	63,555	66,536
Custodian	10	54,546	57,523	60,539	63,555	66,536
Instructional Aide	10	54,546	57,523	60,539	63,555	66,536
Box Office Cashier	11	56,116	59,227	62,304	65,383	68,460
Instructional Computer Lab Assistant	12	57,813	60,964	64,134	67,305	70,477
Media Services Assistant	12	57,813	60,964	64,134	67,305	70,477
Support Assistant, Noncredit Adult Ed	12	57,813	60,964	64,134	67,305	70,477
Currently None	13	59,480	62,720	65,991	69,258	72,537
Community Education Assistant I	14	61,213	64,582	67,948	71,280	74,647
Police Support Assistant I	14	61,213	64,582	67,948	71,280	74,647
Custodial Maintenance Worker	15	63,009	66,500	69,940	73,401	76,857
Gardener / Groundskeeper	15	63,009	66,500	69,940	73,401	76,857
Grounds Maintenance Worker	15	63,009	66,500	69,940	73,401	76,857
Administrative Support Assistant II	16	64,839	68,395	71,956	75,513	79,075
Copy Center Technician	16	64,839	68,395	71,956	75,513	79,075
Instructional Assistant	16	64,839	68,395	71,956	75,513	79,075
Library Technician I, Public Services	16	64,839	68,395	71,956	75,513	79,075

2026-27 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2026

	COLA 3%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Classified Title	**Range**					
Police Community Service Officer	16	64,839	68,395	71,956	75,513	79,075
Support Assistant II, Noncredit Adult Ed	16	64,839	68,395	71,956	75,513	79,075
Testing Services Assistant	16	64,839	68,395	71,956	75,513	79,075
Vehicle and Equipment Assistant	16	64,839	68,395	71,956	75,513	79,075
Cashier II	17	66,759	70,448	74,102	77,758	81,413
Community Education Assistant II	17	66,759	70,448	74,102	77,758	81,413
Financial Aid Assistant	17	66,759	70,448	74,102	77,758	81,413
Gallery Assistant	17	66,759	70,448	74,102	77,758	81,413
Graphic Artist	17	66,759	70,448	74,102	77,758	81,413
IT Help Desk Technician	17	66,759	70,448	74,102	77,758	81,413
Library Technician I, Technical Services	17	66,759	70,448	74,102	77,758	81,413
Police Services Officer	17	66,759	70,448	74,102	77,758	81,413
Police Support Assistant II	17	66,759	70,448	74,102	77,758	81,413
Horticulture Assistant	18	68,716	72,468	76,284	80,038	83,787
Warehouse/Mailroom Specialist	18	68,716	72,468	76,284	80,038	83,787
Early Childhood Education Instructional Specialist	19	70,703	74,617	78,493	82,344	86,289
Health Services Assistant	19	70,703	74,617	78,493	82,344	86,289
Technology Support Services Coordinator	19	70,703	74,617	78,493	82,344	86,289
Testing Services Specialist	19	70,703	74,617	78,493	82,344	86,289
Administrative Support Assistant III	20	72,784	76,799	80,773	84,781	88,755
Admissions and Records Specialist	20	72,784	76,799	80,773	84,781	88,755
Admissions and Records Technician	20	72,784	76,799	80,773	84,781	88,755
Career Studies & Services Internship & Technical Specialist	20	72,784	76,799	80,773	84,781	88,755
Community Education Assistant III	20	72,784	76,799	80,773	84,781	88,755
Early Childhood Education Program Specialist	20	72,784	76,799	80,773	84,781	88,755
Grounds Maintenance Specialist, SEC	20	72,784	76,799	80,773	84,781	88,755
Human Resources Assistant	20	72,784	76,799	80,773	84,781	88,755

2026-27 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2026

	COLA 3%					
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Classified Title	**Range**					
Irrigation Specialist	20	72,784	76,799	80,773	84,781	88,755
Lead Custodian, San Elijo	20	72,784	76,799	80,773	84,781	88,755
Police Support Assistant III	20	72,784	76,799	80,773	84,781	88,755
Science Laboratory Technician	20	72,784	76,799	80,773	84,781	88,755
Academic Division Administrative Asst	21	74,943	79,043	83,176	87,250	91,385
Accounting Technician	21	74,943	79,043	83,176	87,250	91,385
Benefits Technician	21	74,943	79,043	83,176	87,250	91,385
Facilities Assistant	21	74,943	79,043	83,176	87,250	91,385
Human Resources Technician	21	74,943	79,043	83,176	87,250	91,385
Lead Custodian, Oceanside	21	74,943	79,043	83,176	87,250	91,385
Library Technician II, Public Services	21	74,943	79,043	83,176	87,250	91,385
Performing Arts Technician	21	74,943	79,043	83,176	87,250	91,385
Program Specialist, Noncredit Adult Education	21	74,943	79,043	83,176	87,250	91,385
Student Services Specialist	21	74,943	79,043	83,176	87,250	91,385
Transfer Center Specialist	21	74,943	79,043	83,176	87,250	91,385
Athletics Coordinator	22	77,119	81,355	85,583	89,843	94,082
Building Maintenance Mechanic I/II Flex	22	77,119	81,355	85,583	89,843	94,082
Instructional Computer Lab Lead	22	77,119	81,355	85,583	89,843	94,082
Internship and Employment Technical Specialist	22	77,119	81,355	85,583	89,843	94,082
Lead Groundskeeper	22	77,119	81,355	85,583	89,843	94,082
Learning Coach	22	77,119	81,355	85,583	89,843	94,082
Library Technician II, Public Services	22	77,119	81,355	85,583	89,843	94,082
Noncredit Academic Evaluator & Admissions Specialist	22	77,119	81,355	85,583	89,843	94,082
Police Dispatcher / Records Technician	22	77,119	81,355	85,583	89,843	94,082
Student Support Advisor	22	77,119	81,355	85,583	89,843	94,082
Academic Records Evaluator	22	77,119	81,355	85,583	89,843	94,082
CLC Maintenance Technician	22	77,119	81,355	85,583	89,843	94,082

2026-27 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2026

	COLA 3%					
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Classified Title	**Range**					
Development Officer	22	77,119	81,355	85,583	89,843	94,082
Financial Aid Technician	22	77,119	81,355	85,583	89,843	94,082
Media Services Technician	23	79,391	83,723	88,085	92,449	96,812
Accounting Specialist	24	81,702	86,225	90,681	95,141	99,658
Administrative Assistant to the Dean-AVP Flex	24	81,702	86,225	90,681	95,141	99,658
Administrative Assistant, Foundation & Development	24	81,702	86,225	90,681	95,141	99,658
Assistant Athletic Trainer	24	81,702	86,225	90,681	95,141	99,658
Attendance Accounting Specialist	24	81,702	86,225	90,681	95,141	99,658
Buyer	24	81,702	86,225	90,681	95,141	99,658
Development Specialist	24	81,702	86,225	90,681	95,141	99,658
Lead Police Services Officer and Evidence Specialist	24	81,702	86,225	90,681	95,141	99,658
Payroll Specialist	24	81,702	86,225	90,681	95,141	99,658
Senior Human Resources Technician	24	81,702	86,225	90,681	95,141	99,658
Veterans Specialist	24	81,702	86,225	90,681	95,141	99,658
Assistant Business Systems Analyst	25	84,108	88,693	93,340	97,960	102,578
Building Maintenance Mechanic III	25	84,108	88,693	93,340	97,960	102,578
Human Resources Systems Specialist	25	84,108	88,693	93,340	97,960	102,578
HVAC Technician	25	84,108	88,693	93,340	97,960	102,578
Instructional Associate	25	84,108	88,693	93,340	97,960	102,578
Instructional Associate/Music Venue Coordinator	25	84,108	88,693	93,340	97,960	102,578
Music Sound Engineer	25	84,108	88,693	93,340	97,960	102,578
Senior Buyer	25	84,108	88,693	93,340	97,960	102,578
Theatre House Specialist	25	84,108	88,693	93,340	97,960	102,578
Academic Services Coordinator	26	86,575	91,324	96,067	100,813	105,562
Career Education Grants Coordinator	26	86,575	91,324	96,067	100,813	105,562
Career Studies & Services Coordinator	26	86,575	91,324	96,067	100,813	105,562
Custodial Supervisor	26	86,575	91,324	96,067	100,813	105,562

2026-27 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2026

	COLA 3%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Classified Title	**Range**					
Facilities & Civic Center Events Coordinator	26	86,575	91,324	96,067	100,813	105,562
Library Technician III, Public Services	26	86,575	91,324	96,067	100,813	105,562
Marketing & Communications Coordinator	26	86,575	91,324	96,067	100,813	105,562
Police Officer	26	86,575	91,324	96,067	100,813	105,562
Senior Admissions Specialist	26	86,575	91,324	96,067	100,813	105,562
Senior Science Lab Associate	26	86,575	91,324	96,067	100,813	105,562
Student Employment Coordinator	26	86,575	91,324	96,067	100,813	105,562
Student Services Coordinator	26	86,575	91,324	96,067	100,813	105,562
Warehouse Supervisor	26	86,575	91,324	96,067	100,813	105,562
Access Specialist	27	89,143	93,984	98,893	103,766	108,709
Career Education Pathways Coordinator	27	89,143	93,984	98,893	103,766	108,709
Instructional Technology Support Specialist	27	89,143	93,984	98,893	103,766	108,709
Internship Coordinator	27	89,143	93,984	98,893	103,766	108,709
Operations Supervisor	27	89,143	93,984	98,893	103,766	108,709
Program Supervisor, Community Education & Workforce Dev	27	89,143	93,984	98,893	103,766	108,709
Program Supervisor, Supplemental Instruction	27	89,143	93,984	98,893	103,766	108,709
Wellness Center Coordinator	27	89,143	93,984	98,893	103,766	108,709
Accountant I	28	91,707	96,744	101,779	106,809	111,842
Athletic Trainer	28	91,707	96,744	101,779	106,809	111,842
College Health Nurse	28	91,707	96,744	101,779	106,809	111,842
Graphic Design Coordinator	28	91,707	96,744	101,779	106,809	111,842
Lead Building Maintenance Mechanic	28	91,707	96,744	101,779	106,809	111,842
Lead Vehicle and Equipment Mechanic	28	91,707	96,744	101,779	106,809	111,842
Performing Arts Technical Director	28	91,707	96,744	101,779	106,809	111,842
Assistant Registrar	29	94,398	99,593	104,728	109,923	115,146
Benefits Coordinator	29	94,398	99,593	104,728	109,923	115,146
Police Communications / Records Supervisor	29	94,398	99,593	104,728	109,923	115,146

2026-27 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2026

	COLA 3%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Classified Title	**Range**					
Accountant II	30	97,157	102,513	107,833	113,158	118,517
Business Systems Analyst	30	97,157	102,513	107,833	113,158	118,517
Clinical Case Manager	30	97,157	102,513	107,833	113,158	118,517
Creative Services Lead	30	97,157	102,513	107,833	113,158	118,517
Financial Aid Supervisor	30	97,157	102,513	107,833	113,158	118,517
Grounds Supervisor	30	97,157	102,513	107,833	113,158	118,517
Instructional Designer	30	97,157	102,513	107,833	113,158	118,517
Online Instructional Technologist	30	97,157	102,513	107,833	113,158	118,517
Purchasing Supervisor	30	97,157	102,513	107,833	113,158	118,517
Research Analyst	30	97,157	102,513	107,833	113,158	118,517
Senior Curriculum & Accreditation Analyst	30	97,157	102,513	107,833	113,158	118,517
Technology Services Analyst	30	97,157	102,513	107,833	113,158	118,517
Enrollment Database Specialist	31	100,012	105,497	110,980	116,461	121,976
Instructional Systems Analyst	31	100,012	105,497	110,980	116,461	121,976
Manager, Counseling Services	31	100,012	105,497	110,980	116,461	121,976
Program Manager, Academic & Career Pathways	31	100,012	105,497	110,980	116,461	121,976
Program Manager, Academic Success & Equity Programs	31	100,012	105,497	110,980	116,461	121,976
Program Manager, Employment Services	31	100,012	105,497	110,980	116,461	121,976
Program Manager, Outreach	31	100,012	105,497	110,980	116,461	121,976
Program Manager, Service Learning	31	100,012	105,497	110,980	116,461	121,976
Program Manager, SSSP	31	100,012	105,497	110,980	116,461	121,976
Program Manager, Student Success and Equality	31	100,012	105,497	110,980	116,461	121,976
Program Manager, Testing Services	31	100,012	105,497	110,980	116,461	121,976
Program Manager, Veterans Services	31	100,012	105,497	110,980	116,461	121,976
Program Manager, Writing Center	31	100,012	105,497	110,980	116,461	121,976
Associate Director, Development	32	102,965	108,609	114,220	119,892	125,535
Business Analyst	32	102,965	108,609	114,220	119,892	125,535

2026-27 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2026

Classified Title	COLA 3% Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Senior Business Systems Analyst	32	102,965	108,609	114,220	119,892	125,535
Senior Financial Analyst	32	102,965	108,609	114,220	119,892	125,535
Athletic Director	33	105,979	111,785	117,585	123,386	129,228
Network Specialist	33	105,979	111,785	117,585	123,386	129,228
Web Applications Developer	33	105,979	111,785	117,585	123,386	129,228
Bursar	34	109,053	115,053	121,016	127,013	132,976
Police Sergeant	34	109,053	115,053	121,016	127,013	132,976
Currently None	35	112,261	118,419	124,575	130,731	136,890
Manager, Library Operations	36	115,531	121,913	128,260	134,583	140,928
Manager, Police Operations	36	115,531	121,913	128,260	134,583	140,928
Operations Manager	36	115,531	121,913	128,260	134,583	140,928
Accounting Manager	37	118,931	125,470	131,979	138,521	145,033
Data Warehouse Systems Developer	37	118,931	125,470	131,979	138,521	145,033
Enterprise Applications Developer	37	118,931	125,470	131,979	138,521	145,033
Facilities Manager	37	118,931	125,470	131,979	138,521	145,033
Grounds and Transportation Manager	37	118,931	125,470	131,979	138,521	145,033
Currently None	38	122,426	129,131	135,829	142,565	149,302
Currently None	39	126,017	132,913	139,838	146,731	153,656
Information Security Engineer	40	129,702	136,792	143,909	151,061	158,145
Infrastructure System Engineer	40	129,702	136,792	143,909	151,061	158,145
Currently None	41	133,489	140,799	148,145	155,455	162,762
Senior Enterprise Applications Developer	42	137,366	144,966	152,471	159,977	167,575
Currently None	43	140,073	147,742	155,433	163,215	170,893

CLASSIFIED LONGEVITY ANNUAL PAY SCHEDULE

(employees hired into a permanent classified position after July 1, 2018)

Effective July, 1 2026

Range	YEAR 6 $600	YEAR 7 $700	YEAR 8 $800	YEAR 9 $900	YEAR 10 $1,000	YEAR 11 $1,000	YEAR 12 $1,000	YEAR 13 $1,000	YEAR 14 $1,000	YEAR 15 $1,500	YEAR 16 $1,500	YEAR 17 $1,500	YEAR 18 $1,500	YEAR 19 $1,500	YEAR 20 $2,000	YEAR 21 $2,000	Year 22 $2,000	Year 23+ $2,500
1	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
2	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
3	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
4	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
5	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
6	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
7	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
8	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
9	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
10	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
11	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
12	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
13	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
14	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
15	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
16	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
17	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
18	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
19	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
20	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
21	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
22	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
23	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
24	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
25	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
26	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
27	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
28	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
29	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
30	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
31	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
32	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
33	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
34	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
35	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
36	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
37	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
38	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
39	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
40	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
41	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
42	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
43	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500

CLASSIFIED LONGEVITY ANNUAL PAY SCHEDULE

(employees hired into a permanent classified position prior to July 1, 2018)

Effective July, 1 2026

COLA 3%	L-1	L-2				L-3	L-4				L-5	L-6					L-7
	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	YEAR 16	YEAR 17	YEAR 18	YEAR 19	YEAR 20	YEAR 21	Year 22+
Range	3%	1%	1%	1%	1%	1.5%	1%	1%	1%	1%	1.5%	1%	1%	1%	1%	1%	0.65%
1	1,541	2,070	2,605	3,144	3,689	4,515	5,074	5,638	6,209	6,784	7,657	8,247	8,843	9,445	10,053	10,667	11,071
2	1,585	2,130	2,679	3,235	3,796	4,645	5,220	5,801	6,387	6,980	7,877	8,484	9,097	9,717	10,342	10,974	11,389
3	1,632	2,192	2,757	3,329	3,906	4,780	5,372	5,970	6,573	7,183	8,106	8,731	9,362	10,000	10,643	11,294	11,721
4	1,679	2,255	2,837	3,425	4,019	4,919	5,527	6,142	6,763	7,391	8,341	8,984	9,633	10,289	10,952	11,621	12,060
5	1,728	2,321	2,920	3,525	4,137	5,063	5,689	6,322	6,961	7,607	8,585	9,247	9,915	10,590	11,272	11,961	12,413
6	1,778	2,388	3,005	3,627	4,256	5,209	5,853	6,504	7,162	7,826	8,832	9,513	10,201	10,896	11,597	12,306	12,771
7	1,830	2,458	3,092	3,733	4,381	5,361	6,025	6,695	7,372	8,055	9,091	9,792	10,500	11,214	11,937	12,666	13,145
8	1,882	2,529	3,182	3,841	4,507	5,516	6,198	6,888	7,584	8,287	9,353	10,074	10,802	11,538	12,280	13,031	13,523
9	1,938	2,604	3,276	3,955	4,640	5,679	6,382	7,092	7,809	8,533	9,631	10,373	11,123	11,880	12,645	13,418	13,925
10	1,996	2,681	3,374	4,073	4,779	5,848	6,572	7,303	8,042	8,788	9,917	10,682	11,454	12,234	13,022	13,817	14,340
11	2,054	2,759	3,471	4,190	4,917	6,018	6,762	7,515	8,274	9,042	10,204	10,991	11,785	12,588	13,398	14,217	14,754
12	2,114	2,840	3,573	4,314	5,062	6,195	6,962	7,736	8,518	9,308	10,505	11,315	12,133	12,959	13,793	14,636	15,189
13	2,176	2,923	3,678	4,440	5,210	6,376	7,165	7,962	8,767	9,580	10,812	11,645	12,487	13,337	14,196	15,064	15,633
14	2,239	3,008	3,785	4,569	5,361	6,561	7,374	8,194	9,022	9,859	11,126	11,984	12,850	13,725	14,609	15,502	16,088
15	2,306	3,097	3,897	4,704	5,520	6,756	7,592	8,436	9,289	10,151	11,456	12,339	13,231	14,132	15,042	15,961	16,564
16	2,372	3,187	4,009	4,840	5,679	6,951	7,811	8,680	9,557	10,444	11,786	12,695	13,613	14,540	15,476	16,421	17,042
17	2,442	3,281	4,128	4,983	5,847	7,156	8,042	8,936	9,840	10,752	12,135	13,070	14,015	14,969	15,933	16,907	17,546
18	2,514	3,377	4,248	5,129	6,018	7,365	8,276	9,197	10,127	11,066	12,489	13,452	14,424	15,406	16,398	17,400	18,058
19	2,589	3,477	4,375	5,282	6,197	7,585	8,523	9,472	10,429	11,396	12,862	13,853	14,855	15,866	16,888	17,919	18,597
20	2,663	3,577	4,500	5,433	6,375	7,802	8,767	9,742	10,727	11,722	13,229	14,249	15,279	16,319	17,370	18,431	19,128
21	2,742	3,683	4,633	5,594	6,563	8,033	9,027	10,031	11,045	12,069	13,621	14,671	15,732	16,803	17,885	18,978	19,695
22	2,822	3,792	4,770	5,759	6,757	8,270	9,293	10,327	11,371	12,426	14,023	15,104	16,196	17,299	18,413	19,538	20,276
23	2,904	3,902	4,909	5,926	6,953	8,510	9,563	10,627	11,701	12,786	14,430	15,543	16,666	17,801	18,947	20,105	20,865
24	2,990	4,016	5,053	6,100	7,158	8,760	9,844	10,939	12,045	13,162	14,854	16,000	17,156	18,324	19,504	20,696	21,478
25	3,077	4,134	5,201	6,279	7,367	9,017	10,132	11,260	12,398	13,548	15,290	16,468	17,659	18,861	20,076	21,302	22,107
26	3,167	4,254	5,352	6,461	7,582	9,279	10,427	11,587	12,759	13,942	15,734	16,947	18,172	19,410	20,660	21,922	22,750
27	3,261	4,381	5,512	6,654	7,808	9,555	10,738	11,933	13,139	14,357	16,203	17,453	18,714	19,988	21,275	22,575	23,429
28	3,355	4,507	5,671	6,846	8,033	9,831	11,048	12,276	13,518	14,771	16,670	17,956	19,254	20,565	21,889	23,226	24,104
29	3,454	4,640	5,838	7,048	8,270	10,121	11,374	12,639	13,917	15,208	17,163	18,486	19,822	21,172	22,535	23,912	24,816
30	3,556	4,776	6,009	7,254	8,512	10,418	11,707	13,009	14,324	15,653	17,665	19,027	20,403	21,792	23,195	24,612	25,542
31	3,659	4,916	6,185	7,466	8,761	10,722	12,049	13,389	14,742	16,110	18,181	19,583	20,998	22,428	23,872	25,330	26,288
32	3,766	5,059	6,365	7,684	9,016	11,034	12,400	13,780	15,173	16,580	18,711	20,154	21,611	23,082	24,568	26,069	27,055
33	3,877	5,208	6,552	7,910	9,281	11,359	12,765	14,185	15,619	17,067	19,262	20,747	22,247	23,761	25,291	26,836	27,851
34	3,989	5,359	6,742	8,139	9,551	11,689	13,135	14,596	16,072	17,562	19,821	21,349	22,892	24,450	26,025	27,615	28,659
35	4,107	5,517	6,941	8,379	9,832	12,033	13,522	15,026	16,545	18,079	20,404	21,977	23,566	25,170	26,791	28,428	29,502
36	4,228	5,679	7,145	8,626	10,122	12,387	13,921	15,469	17,033	18,613	21,006	22,625	24,261	25,913	27,581	29,266	30,372
37	4,351	5,845	7,354	8,877	10,417	12,748	14,326	15,920	17,529	19,155	21,618	23,284	24,967	26,667	28,384	30,119	31,257
38	4,479	6,017	7,570	9,139	10,723	13,124	14,748	16,388	18,045	19,719	22,254	23,970	25,702	27,452	29,220	31,005	32,177
39	4,610	6,192	7,791	9,405	11,036	13,506	15,178	16,866	18,571	20,294	22,903	24,669	26,452	28,253	30,072	31,909	33,115
40	4,744	6,373	8,018	9,680	11,358	13,901	15,621	17,359	19,114	20,887	23,572	25,389	27,225	29,078	30,951	32,841	34,083
41	4,883	6,559	8,253	9,963	11,690	14,307	16,077	17,866	19,672	21,496	24,260	26,130	28,019	29,927	31,854	33,800	35,078
42	5,027	6,753	8,497	10,257	12,036	14,730	16,553	18,394	20,254	22,132	24,978	26,903	28,848	30,812	32,796	34,800	36,115
43	5,127	6,887	8,665	10,460	12,274	15,021	16,881	18,758	20,655	22,570	25,472	27,436	29,419	31,422	33,445	35,489	36,830

2027-28 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2027

	COLA 1.5%					
Classified Title	**Range**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5/6**
Currently None	1	42,736	45,077	47,423	49,797	52,139
Currently None	2	43,969	46,378	48,816	51,266	53,639
Currently None	3	45,240	47,777	50,221	52,728	55,200
Currently None	4	46,575	49,147	51,683	54,253	56,797
Currently None	5	47,940	50,543	53,182	55,815	58,459
Currently None	6	49,341	52,043	54,745	57,442	60,146
Currently None	7	50,773	53,572	56,340	59,139	61,906
Currently None	8	52,271	55,134	58,032	60,893	63,689
Administrative Support Assistant I	9	53,767	56,729	59,691	62,655	65,580
Locker Room Safety Assistant	9	53,767	56,729	59,691	62,655	65,580
Copy Operator	10	55,364	58,386	61,447	64,508	67,534
Custodian	10	55,364	58,386	61,447	64,508	67,534
Instructional Aide	10	55,364	58,386	61,447	64,508	67,534
Box Office Cashier	11	56,958	60,115	63,239	66,364	69,487
Instructional Computer Lab Assistant	12	58,680	61,878	65,096	68,315	71,534
Media Services Assistant	12	58,680	61,878	65,096	68,315	71,534
Support Assistant, Noncredit Adult Ed	12	58,680	61,878	65,096	68,315	71,534
Currently None	13	60,372	63,661	66,981	70,297	73,625
Community Education Assistant I	14	62,131	65,551	68,967	72,349	75,767
Police Support Assistant I	14	62,131	65,551	68,967	72,349	75,767
Custodial Maintenance Worker	15	63,954	67,498	70,989	74,502	78,010
Gardener / Groundskeeper	15	63,954	67,498	70,989	74,502	78,010
Grounds Maintenance Worker	15	63,954	67,498	70,989	74,502	78,010
Administrative Support Assistant II	16	65,812	69,421	73,035	76,646	80,261
Copy Center Technician	16	65,812	69,421	73,035	76,646	80,261
Instructional Assistant	16	65,812	69,421	73,035	76,646	80,261
Library Technician I, Public Services	16	65,812	69,421	73,035	76,646	80,261
Police Community Service Officer	16	65,812	69,421	73,035	76,646	80,261

2027-28 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2027

Classified Title	COLA 1.5% Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Support Assistant II, Noncredit Adult Ed	16	65,812	69,421	73,035	76,646	80,261
Testing Services Assistant	16	65,812	69,421	73,035	76,646	80,261
Vehicle and Equipment Assistant	16	65,812	69,421	73,035	76,646	80,261
Cashier II	17	67,760	71,505	75,214	78,924	82,634
Community Education Assistant II	17	67,760	71,505	75,214	78,924	82,634
Financial Aid Assistant	17	67,760	71,505	75,214	78,924	82,634
Gallery Assistant	17	67,760	71,505	75,214	78,924	82,634
Graphic Artist	17	67,760	71,505	75,214	78,924	82,634
IT Help Desk Technician	17	67,760	71,505	75,214	78,924	82,634
Library Technician I, Technical Services	17	67,760	71,505	75,214	78,924	82,634
Police Services Officer	17	67,760	71,505	75,214	78,924	82,634
Police Support Assistant II	17	67,760	71,505	75,214	78,924	82,634
Horticulture Assistant	18	69,747	73,555	77,428	81,239	85,044
Warehouse/Mailroom Specialist	18	69,747	73,555	77,428	81,239	85,044
Early Childhood Education Instructional Specialist	19	71,764	75,736	79,670	83,579	87,583
Health Services Assistant	19	71,764	75,736	79,670	83,579	87,583
Technology Support Services Coordinator	19	71,764	75,736	79,670	83,579	87,583
Testing Services Specialist	19	71,764	75,736	79,670	83,579	87,583
Administrative Support Assistant III	20	73,876	77,951	81,985	86,053	90,086
Admissions and Records Specialist	20	73,876	77,951	81,985	86,053	90,086
Admissions and Records Technician	20	73,876	77,951	81,985	86,053	90,086
Career Studies & Services Internship & Technical Specialist	20	73,876	77,951	81,985	86,053	90,086
Community Education Assistant III	20	73,876	77,951	81,985	86,053	90,086
Early Childhood Education Program Specialist	20	73,876	77,951	81,985	86,053	90,086
Grounds Maintenance Specialist, SEC	20	73,876	77,951	81,985	86,053	90,086
Human Resources Assistant	20	73,876	77,951	81,985	86,053	90,086
Irrigation Specialist	20	73,876	77,951	81,985	86,053	90,086
Lead Custodian, San Elijo	20	73,876	77,951	81,985	86,053	90,086

2027-28 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2027

Classified Title	COLA 1.5% Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Police Support Assistant III	20	73,876	77,951	81,985	86,053	90,086
Science Laboratory Technician	20	73,876	77,951	81,985	86,053	90,086
Academic Division Administrative Asst	21	76,067	80,229	84,424	88,559	92,756
Accounting Technician	21	76,067	80,229	84,424	88,559	92,756
Benefits Technician	21	76,067	80,229	84,424	88,559	92,756
Facilities Assistant	21	76,067	80,229	84,424	88,559	92,756
Human Resources Technician	21	76,067	80,229	84,424	88,559	92,756
Lead Custodian, Oceanside	21	76,067	80,229	84,424	88,559	92,756
Library Technician II, Public Services	21	76,067	80,229	84,424	88,559	92,756
Performing Arts Technician	21	76,067	80,229	84,424	88,559	92,756
Program Specialist, Noncredit Adult Education	21	76,067	80,229	84,424	88,559	92,756
Student Services Specialist	21	76,067	80,229	84,424	88,559	92,756
Transfer Center Specialist	21	76,067	80,229	84,424	88,559	92,756
Athletics Coordinator	22	78,276	82,575	86,867	91,191	95,493
Building Maintenance Mechanic I/II Flex	22	78,276	82,575	86,867	91,191	95,493
Instructional Computer Lab Lead	22	78,276	82,575	86,867	91,191	95,493
Internship and Employment Technical Specialist	22	78,276	82,575	86,867	91,191	95,493
Lead Groundskeeper	22	78,276	82,575	86,867	91,191	95,493
Learning Coach	22	78,276	82,575	86,867	91,191	95,493
Library Technician II, Public Services	22	78,276	82,575	86,867	91,191	95,493
Noncredit Academic Evaluator & Admissions Specialist	22	78,276	82,575	86,867	91,191	95,493
Police Dispatcher / Records Technician	22	78,276	82,575	86,867	91,191	95,493
Student Support Advisor	22	78,276	82,575	86,867	91,191	95,493
Academic Records Evaluator	22	78,276	82,575	86,867	91,191	95,493
CLC Maintenance Technician	22	78,276	82,575	86,867	91,191	95,493
Development Officer	22	78,276	82,575	86,867	91,191	95,493
Financial Aid Technician	22	78,276	82,575	86,867	91,191	95,493
Media Services Technician	23	80,582	84,979	89,406	93,836	98,264

2027-28 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2027

	COLA 1.5%					
Classified Title	**Range**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5/6**
Accounting Specialist	24	82,928	87,518	92,041	96,568	101,153
Administrative Assistant to the Dean-AVP Flex	24	82,928	87,518	92,041	96,568	101,153
Administrative Assistant, Foundation & Development	24	82,928	87,518	92,041	96,568	101,153
Assistant Athletic Trainer	24	82,928	87,518	92,041	96,568	101,153
Attendance Accounting Specialist	24	82,928	87,518	92,041	96,568	101,153
Buyer	24	82,928	87,518	92,041	96,568	101,153
Development Specialist	24	82,928	87,518	92,041	96,568	101,153
Lead Police Services Officer and Evidence Specialist	24	82,928	87,518	92,041	96,568	101,153
Payroll Specialist	24	82,928	87,518	92,041	96,568	101,153
Senior Human Resources Technician	24	82,928	87,518	92,041	96,568	101,153
Veterans Specialist	24	82,928	87,518	92,041	96,568	101,153
Assistant Business Systems Analyst	25	85,370	90,023	94,740	99,429	104,117
Building Maintenance Mechanic III	25	85,370	90,023	94,740	99,429	104,117
Human Resources Systems Specialist	25	85,370	90,023	94,740	99,429	104,117
HVAC Technician	25	85,370	90,023	94,740	99,429	104,117
Instructional Associate	25	85,370	90,023	94,740	99,429	104,117
Instructional Associate/Music Venue Coordinator	25	85,370	90,023	94,740	99,429	104,117
Music Sound Engineer	25	85,370	90,023	94,740	99,429	104,117
Senior Buyer	25	85,370	90,023	94,740	99,429	104,117
Theatre House Specialist	25	85,370	90,023	94,740	99,429	104,117
Academic Services Coordinator	26	87,874	92,694	97,508	102,325	107,145
Career Education Grants Coordinator	26	87,874	92,694	97,508	102,325	107,145
Career Studies & Services Coordinator	26	87,874	92,694	97,508	102,325	107,145
Custodial Supervisor	26	87,874	92,694	97,508	102,325	107,145
Facilities & Civic Center Events Coordinator	26	87,874	92,694	97,508	102,325	107,145
Library Technician III, Public Services	26	87,874	92,694	97,508	102,325	107,145
Marketing & Communications Coordinator	26	87,874	92,694	97,508	102,325	107,145
Police Officer	26	87,874	92,694	97,508	102,325	107,145

2027-28 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2027

	COLA 1.5%					
Classified Title	**Range**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5/6**
Senior Admissions Specialist	26	87,874	92,694	97,508	102,325	107,145
Senior Science Lab Associate	26	87,874	92,694	97,508	102,325	107,145
Student Employment Coordinator	26	87,874	92,694	97,508	102,325	107,145
Student Services Coordinator	26	87,874	92,694	97,508	102,325	107,145
Warehouse Supervisor	26	87,874	92,694	97,508	102,325	107,145
Access Specialist	27	90,480	95,394	100,376	105,322	110,340
Career Education Pathways Coordinator	27	90,480	95,394	100,376	105,322	110,340
Instructional Technology Support Specialist	27	90,480	95,394	100,376	105,322	110,340
Internship Coordinator	27	90,480	95,394	100,376	105,322	110,340
Operations Supervisor	27	90,480	95,394	100,376	105,322	110,340
Program Supervisor, Community Education & Workforce Dev	27	90,480	95,394	100,376	105,322	110,340
Program Supervisor, Supplemental Instruction	27	90,480	95,394	100,376	105,322	110,340
Wellness Center Coordinator	27	90,480	95,394	100,376	105,322	110,340
Accountant I	28	93,083	98,195	103,306	108,411	113,520
Athletic Trainer	28	93,083	98,195	103,306	108,411	113,520
College Health Nurse	28	93,083	98,195	103,306	108,411	113,520
Graphic Design Coordinator	28	93,083	98,195	103,306	108,411	113,520
Lead Building Maintenance Mechanic	28	93,083	98,195	103,306	108,411	113,520
Lead Vehicle and Equipment Mechanic	28	93,083	98,195	103,306	108,411	113,520
Performing Arts Technical Director	28	93,083	98,195	103,306	108,411	113,520
Assistant Registrar	29	95,814	101,087	106,299	111,572	116,873
Benefits Coordinator	29	95,814	101,087	106,299	111,572	116,873
Police Communications / Records Supervisor	29	95,814	101,087	106,299	111,572	116,873
Accountant II	30	98,614	104,051	109,450	114,855	120,295
Business Systems Analyst	30	98,614	104,051	109,450	114,855	120,295
Clinical Case Manager	30	98,614	104,051	109,450	114,855	120,295
Creative Services Lead	30	98,614	104,051	109,450	114,855	120,295
Financial Aid Supervisor	30	98,614	104,051	109,450	114,855	120,295

2027-28 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2027

Classified Title	COLA 1.5% Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5/6
Grounds Supervisor	30	98,614	104,051	109,450	114,855	120,295
Instructional Designer	30	98,614	104,051	109,450	114,855	120,295
Online Instructional Technologist	30	98,614	104,051	109,450	114,855	120,295
Purchasing Supervisor	30	98,614	104,051	109,450	114,855	120,295
Research Analyst	30	98,614	104,051	109,450	114,855	120,295
Senior Curriculum & Accreditation Analyst	30	98,614	104,051	109,450	114,855	120,295
Technology Services Analyst	30	98,614	104,051	109,450	114,855	120,295
Enrollment Database Specialist	31	101,512	107,079	112,645	118,208	123,806
Instructional Systems Analyst	31	101,512	107,079	112,645	118,208	123,806
Manager, Counseling Services	31	101,512	107,079	112,645	118,208	123,806
Program Manager, Academic & Career Pathways	31	101,512	107,079	112,645	118,208	123,806
Program Manager, Academic Success & Equity Programs	31	101,512	107,079	112,645	118,208	123,806
Program Manager, Employment Services	31	101,512	107,079	112,645	118,208	123,806
Program Manager, Outreach	31	101,512	107,079	112,645	118,208	123,806
Program Manager, Service Learning	31	101,512	107,079	112,645	118,208	123,806
Program Manager, SSSP	31	101,512	107,079	112,645	118,208	123,806
Program Manager, Student Success and Equality	31	101,512	107,079	112,645	118,208	123,806
Program Manager, Testing Services	31	101,512	107,079	112,645	118,208	123,806
Program Manager, Veterans Services	31	101,512	107,079	112,645	118,208	123,806
Program Manager, Writing Center	31	101,512	107,079	112,645	118,208	123,806
Associate Director, Development	32	104,509	110,238	115,933	121,690	127,418
Business Analyst	32	104,509	110,238	115,933	121,690	127,418
Senior Business Systems Analyst	32	104,509	110,238	115,933	121,690	127,418
Senior Financial Analyst	32	104,509	110,238	115,933	121,690	127,418
Athletic Director	33	107,569	113,462	119,349	125,237	131,166
Network Specialist	33	107,569	113,462	119,349	125,237	131,166
Web Applications Developer	33	107,569	113,462	119,349	125,237	131,166
Bursar	34	110,689	116,779	122,831	128,918	134,971

2027-28 CLASSIFIED ANNUAL SALARY SCHEDULE
Effective July 1, 2027

	COLA 1.5%					
Classified Title	**Range**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5/6**
Police Sergeant	34	110,689	116,779	122,831	128,918	134,971
Currently None	35	113,945	120,195	126,444	132,692	138,943
Manager, Library Operations	36	117,264	123,742	130,184	136,602	143,042
Manager, Police Operations	36	117,264	123,742	130,184	136,602	143,042
Operations Manager	36	117,264	123,742	130,184	136,602	143,042
Accounting Manager	37	120,715	127,352	133,959	140,599	147,208
Data Warehouse Systems Developer	37	120,715	127,352	133,959	140,599	147,208
Enterprise Applications Developer	37	120,715	127,352	133,959	140,599	147,208
Facilities Manager	37	120,715	127,352	133,959	140,599	147,208
Grounds and Transportation Manager	37	120,715	127,352	133,959	140,599	147,208
Currently None	38	124,262	131,068	137,866	144,703	151,542
Currently None	39	127,907	134,907	141,936	148,932	155,961
Information Security Engineer	40	131,648	138,844	146,068	153,327	160,517
Infrastructure System Engineer	40	131,648	138,844	146,068	153,327	160,517
Currently None	41	135,491	142,911	150,367	157,787	165,203
Senior Enterprise Applications Developer	42	139,426	147,140	154,758	162,377	170,089
Currently None	43	142,174	149,958	157,764	165,663	173,456

CLASSIFIED LONGEVITY ANNUAL PAY SCHEDULE

(employees hired into a permanent classified position after July 1, 2018)

Effective July 1, 2027

Range	YEAR 6 $600	YEAR 7 $700	YEAR 8 $800	YEAR 9 $900	YEAR 10 $1,000	YEAR 11 $1,000	YEAR 12 $1,000	YEAR 13 $1,000	YEAR 14 $1,000	YEAR 15 $1,500	YEAR 16 $1,500	YEAR 17 $1,500	YEAR 18 $1,500	YEAR 19 $1,500	YEAR 20 $2,000	YEAR 21 $2,000	Year 22 $2,000	Year 23+ $2,500
1	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
2	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
3	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
4	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
5	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
6	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
7	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
8	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
9	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
10	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
11	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
12	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
13	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
14	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
15	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
16	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
17	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
18	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
19	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
20	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
21	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
22	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
23	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
24	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
25	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
26	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
27	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
28	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
29	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
30	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
31	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
32	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
33	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
34	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
35	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
36	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
37	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
38	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
39	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
40	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
41	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
42	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500
43	600	700	800	900	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,500	2,000	2,000	2,000	2,500

CLASSIFIED LONGEVITY ANNUAL PAY SCHEDULE

(employees hired into a permanent classified position prior to July 1, 2018)

Effective July 1, 2027

COLA 3%	L-1	L-2				L-3	L-4				L-5	L-6					L-7
	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	YEAR 16	YEAR 17	YEAR 18	YEAR 19	YEAR 20	YEAR 21	Year 22+
Range	3%	1%	1%	1%	1%	1.5%	1%	1%	1%	1%	1.5%	1%	1%	1%	1%	1%	0.65%
1	1,564	2,101	2,644	3,191	3,745	4,583	5,150	5,723	6,302	6,886	7,772	8,371	8,976	9,587	10,204	10,828	11,237
2	1,609	2,162	2,720	3,283	3,852	4,715	5,298	5,888	6,483	7,084	7,995	8,611	9,234	9,863	10,498	11,139	11,560
3	1,656	2,225	2,799	3,379	3,965	4,852	5,453	6,059	6,672	7,290	8,228	8,862	9,503	10,150	10,803	11,463	11,897
4	1,704	2,289	2,880	3,477	4,079	4,992	5,610	6,234	6,865	7,501	8,466	9,118	9,778	10,443	11,116	11,795	12,241
5	1,754	2,356	2,964	3,578	4,199	5,139	5,774	6,417	7,066	7,721	8,714	9,385	10,064	10,749	11,441	12,140	12,599
6	1,804	2,424	3,050	3,682	4,320	5,287	5,941	6,602	7,269	7,944	8,965	9,656	10,354	11,059	11,771	12,490	12,962
7	1,857	2,495	3,139	3,789	4,446	5,442	6,115	6,795	7,482	8,176	9,227	9,939	10,657	11,383	12,116	12,856	13,342
8	1,911	2,567	3,229	3,898	4,574	5,598	6,291	6,991	7,698	8,412	9,493	10,225	10,964	11,711	12,465	13,226	13,726
9	1,967	2,643	3,325	4,014	4,710	5,764	6,478	7,198	7,926	8,661	9,775	10,528	11,290	12,058	12,835	13,619	14,134
10	2,026	2,722	3,424	4,134	4,850	5,936	6,671	7,413	8,162	8,919	10,066	10,842	11,626	12,418	13,217	14,025	14,555
11	2,085	2,800	3,523	4,253	4,991	6,108	6,864	7,627	8,398	9,177	10,357	11,156	11,962	12,777	13,599	14,430	14,976
12	2,146	2,883	3,627	4,379	5,138	6,288	7,066	7,852	8,646	9,448	10,662	11,484	12,315	13,153	14,000	14,855	15,417
13	2,209	2,967	3,733	4,507	5,288	6,472	7,273	8,082	8,899	9,724	10,974	11,820	12,675	13,538	14,409	15,289	15,867
14	2,273	3,053	3,842	4,638	5,442	6,660	7,484	8,317	9,157	10,007	11,293	12,164	13,043	13,931	14,828	15,734	16,329
15	2,340	3,144	3,955	4,775	5,603	6,857	7,706	8,563	9,429	10,303	11,628	12,524	13,429	14,344	15,267	16,200	16,812
16	2,408	3,235	4,069	4,913	5,765	7,055	7,928	8,810	9,701	10,600	11,963	12,885	13,817	14,758	15,708	16,668	17,298
17	2,479	3,330	4,190	5,058	5,935	7,263	8,162	9,070	9,987	10,914	12,317	13,266	14,225	15,194	16,172	17,160	17,809
18	2,551	3,427	4,312	5,206	6,108	7,475	8,401	9,335	10,279	11,232	12,676	13,653	14,640	15,637	16,644	17,661	18,328
19	2,627	3,530	4,441	5,361	6,290	7,698	8,651	9,614	10,586	11,567	13,055	14,061	15,077	16,104	17,141	18,188	18,876
20	2,703	3,630	4,568	5,514	6,470	7,919	8,899	9,888	10,888	11,898	13,428	14,463	15,508	16,564	17,631	18,708	19,415
21	2,783	3,738	4,703	5,678	6,662	8,153	9,162	10,181	11,211	12,251	13,826	14,891	15,968	17,055	18,153	19,262	19,990
22	2,865	3,848	4,842	5,845	6,859	8,394	9,433	10,482	11,542	12,612	14,234	15,331	16,439	17,558	18,689	19,831	20,580
23	2,948	3,960	4,982	6,015	7,058	8,637	9,706	10,786	11,877	12,978	14,647	15,776	16,916	18,068	19,231	20,406	21,178
24	3,035	4,076	5,129	6,192	7,265	8,891	9,992	11,103	12,226	13,360	15,077	16,240	17,413	18,599	19,797	21,006	21,800
25	3,124	4,196	5,279	6,373	7,478	9,152	10,285	11,429	12,584	13,751	15,519	16,715	17,924	19,144	20,377	21,622	22,439
26	3,214	4,318	5,433	6,558	7,695	9,418	10,584	11,761	12,950	14,151	15,970	17,202	18,445	19,701	20,969	22,250	23,092
27	3,310	4,447	5,595	6,754	7,925	9,699	10,899	12,112	13,336	14,573	16,447	17,714	18,995	20,288	21,595	22,914	23,780
28	3,406	4,575	5,756	6,949	8,153	9,978	11,213	12,461	13,720	14,993	16,921	18,225	19,542	20,873	22,217	23,574	24,465
29	3,506	4,710	5,926	7,154	8,394	10,273	11,545	12,829	14,126	15,436	17,420	18,763	20,120	21,490	22,873	24,271	25,188
30	3,609	4,848	6,099	7,363	8,640	10,574	11,883	13,204	14,539	15,888	17,930	19,313	20,709	22,119	23,543	24,981	25,926
31	3,714	4,989	6,277	7,578	8,892	10,882	12,229	13,590	14,964	16,351	18,454	19,876	21,313	22,764	24,230	25,710	26,682
32	3,823	5,135	6,460	7,799	9,151	11,200	12,586	13,986	15,400	16,828	18,992	20,456	21,935	23,428	24,937	26,461	27,461
33	3,935	5,286	6,651	8,029	9,421	11,529	12,956	14,398	15,853	17,323	19,551	21,058	22,580	24,118	25,670	27,239	28,268
34	4,049	5,439	6,843	8,262	9,694	11,864	13,332	14,815	16,313	17,826	20,118	21,669	23,235	24,817	26,415	28,029	29,089
35	4,168	5,599	7,045	8,505	9,979	12,213	13,725	15,251	16,793	18,351	20,710	22,306	23,919	25,548	27,193	28,854	29,945
36	4,291	5,765	7,253	8,756	10,274	12,573	14,129	15,701	17,289	18,892	21,321	22,965	24,625	26,301	27,995	29,705	30,828
37	4,416	5,932	7,464	9,011	10,573	12,940	14,541	16,158	17,792	19,442	21,942	23,633	25,342	27,067	28,810	30,570	31,726
38	4,546	6,107	7,684	9,276	10,884	13,320	14,969	16,634	18,316	20,015	22,588	24,329	26,088	27,864	29,658	31,470	32,660
39	4,679	6,285	7,908	9,546	11,201	13,709	15,406	17,119	18,850	20,598	23,247	25,039	26,849	28,677	30,523	32,388	33,612
40	4,816	6,469	8,139	9,825	11,529	14,109	15,856	17,619	19,401	21,200	23,926	25,770	27,633	29,514	31,415	33,334	34,594
41	4,956	6,658	8,376	10,112	11,865	14,521	16,318	18,134	19,967	21,819	24,624	26,522	28,440	30,376	32,332	34,307	35,604
42	5,103	6,855	8,624	10,411	12,216	14,951	16,801	18,670	20,558	22,464	25,352	27,307	29,281	31,274	33,288	35,322	36,657
43	5,204	6,990	8,795	10,617	12,458	15,247	17,134	19,040	20,965	22,909	25,854	27,847	29,860	31,894	33,947	36,021	37,383

MiraCosta Community College District Item Report

Item: VII.D.
Meeting Date: June 25, 2026

Subject:	Approve Reclassification of Existing Positions
Category:	Consent Items
Institutional Goal Supported:	Goal 4
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	None

Background:

The Classification Review Committee ("CRC") reviewed Requests for Reclassification, job descriptions, and internal and external market data resulting in the following compensation recommendations for regular classified positions. Additionally, the District has reviewed Requests for Classification Review for Confidential and Classified Administrator positions, job descriptions and internal and external market data resulting in the following compensation recommendations.

Status:

The CRC recommends to the Superintendent/President the following reclassifications for the classified employees identified below:

- Jose Sandoval Arredondo, position number P-00398, Equipment Maintenance Assistant (Range 16) to Vehicle and Equipment Mechanic (Range 22), effective July 1, 2026. This results in an approximate increase of $11,464.00 in salary and $2,493.42 in statutory benefits for the first year.

- Kathy Phelan, position number P-11295, Grants Specialist (Range 21) to Grants Coordinator (Range 27), effective July 1, 2026. This results in an approximate increase of $13,859.20 in salary and $3,014.38 in statutory benefits for the first year.

The District recommends to the Superintendent/President the following Confidential and

Classified Administrator position reclassifications:

- Bonnie McFadden, position number P-05822, Human Resources Systems Analyst (CL-32) to Senior Human Resources Systems Analyst (CL-34), effective July 1, 2026. This results in an approximate increase of $7,441.00 in salary and $1,618.42 in statutory benefits for the first year.

- Briana Schaeffer, position number P-07051, Human Resources Analyst, Benefits and Leaves (CL-29) to Benefits Supervisor (CL-35), effective July 1, 2026. This results in an approximate increase of $21,744.00 in salary and $4,729.32 in statutory benefits for the first year.

- Colleen Maeder, position number P-00147, Director of Student Services (Range CM-8) to Director of Student Services (Range CM-10), effective July 1, 2026. This results in an approximate increase of $11,101.00 in salary and $2,414.47 in statutory benefits for the first year.

- Mitra De Souza, position number P-05736, Director of Student Services (Range CM-8) to Director of Student Services (Range CM-10), effective July 1, 2026. This results in an approximate increase of $11,654.00 in salary and $2,534.74 in statutory benefits for the first year.
- Terrence Shaw, position number P-08565, Director of Student Life and Leadership (Range CM-8) to Director of Student Life and Leadership (Range CM-10), effective July 1, 2026. This results in an approximate increase of $11,654.00 in salary and $2,534.74 in statutory benefits for the first year.

Recommended Action:

Approve reclassification of existing positions, as stated above.

MiraCosta Community College District Item Report

Item: VII.E.
Meeting Date: June 25, 2026

Subject:	Ratify Memorandum of Understanding 26-02 with Associate Faculty (Health Benefits)
Category:	Consent Items
Institutional Goal Supported:	Goal 1 Goal 3 Goal 4
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. MOU 26-02 re Health Benefits_Associate Faculty

Background:

The 2024-2026 collective bargaining agreement between the MiraCosta Community College District and the MiraCosta College Academic Associate Faculty is set to expire on June 30, 2026. During the spring of 2026, the District engaged in collegial negotiations with the Academic Associate Faculty pursuant to Board Policy 7140. The District and the Academic Associate Faculty have a successor agreement, which was subsequently ratified by the Associate Faculty's membership in May 2026. Article 13, which includes a newly negotiated health insurance benefit, will become effective fall of 2026 following Board approval. The intent of this MOU is to maintain health benefit coverage for eligible associate faculty who enrolled in the District's benefit program in spring 2026 until eligibility is determined during the next open enrollment period in fall 2026.

Status:

To implement the agreed upon health insurance benefit to eligible employees covered under the Academic Associate Faculty Collective Bargaining Agreement effective July 1, 2026, the District and the MiraCosta Community College District Academic Associate Faculty have negotiated the terms and conditions of health insurance benefits for the months of July and August and agreed to in the attached memorandum of understanding ("MOU").

Recommended Action:

Ratify Memorandum of Understanding 26-02 between MiraCosta Community College

District and the MiraCosta Community College Academic Associate Faculty, as stated.

MOU Between the
MiraCosta Community College District &
MiraCosta Community College Academic Associate Faculty
26-02

This Memorandum of Understanding ("MOU") is entered into by and between the MiraCosta Community College District (hereinafter referred to as "District") and the MiraCosta College Academic Associate Faculty (hereinafter referred to as "MCCAAF") (hereinafter collectively referred to as the "Parties"), and is expressly made pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement ("CBA").

TERMS

1. Unit members eligible to enroll in medical insurance benefits under Article 13 of the 2024–2026 Collective Bargaining Agreement for the Spring 2026 semester shall be eligible for the benefits described below.

2. The District shall provide 100% paid medical coverage for eligible unit members and their eligible dependents during the months of July and August 2026.

3. Eligible unit members are required to provide thirty (30) days' notice prior to voluntary termination of benefits. Voluntary termination of medical insurance coverage prior to September 2026 will occur as of the first of the month following notification.

4. This MOU will sunset on August 31, 2026.

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

Sunita V. Cooke, PhD

_____
Signature Date
Superintendent/President
MiraCosta Community College District

Krista Warren

_____
Signature Date
President
MCC Academic Associate Faculty

MiraCosta Community College District Item Report

Item: VII.F.
Meeting Date: June 25, 2026

Subject:	Adopt Annual Resolution Authorizing Designated Agents Resolution #21-25/26
Category:	Consent Items
Institutional Goal Supported:	Goal 4
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. RESOLUTION #21-25-26

Background:

Pursuant to various sections of the Education Code, it is necessary that the Board of Trustees pass a series of resolutions prior to the beginning of each fiscal year to maintain a current register of persons authorized to act on behalf of the District. The following fiscal year is the normal effective period for each resolution; however, the resolution forms are designed so that mid-year changes can be made. Additions and/or deletions must be made by submitting corrected resolutions to the San Diego County Office of Education (“SDCOE”).

Status:

These resolutions are routine items adopted annually to maintain a current register of persons authorized to act on behalf of the District.

Recommended Action:

Adopt Resolution #21-25/26 designating Hayley Schwartzkopf, Briana Schaeffer or Jennifer Acfalle (alternate) to act as authorized agents to perform all items pertaining to the interest of the Board of Trustees as a legislative body pursuant to the terms of the San Diego County School Risk Management Fringe Benefits agreement.

RESOLUTION # 21-25/26

RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATIVE TO THE SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM FOR FRINGE BENEFITS PROGRAMS

On motion of Member (Enter Member Name), seconded by Member (Enter Member Name), the following resolution is adopted:

WHEREAS, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for fringe benefits and desire to combine their respective efforts to establish and maintain Fringe Benefit Programs as authorized by law; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

WHEREAS, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish a plan for health, vision, mental wellness, physical wellness, dental, IRC Section 125, life, long term care, prepaid legal, long term disability, deferred compensation, voluntary benefits, or any other fringe benefits plan as authorized by law;

WHEREAS, the MiraCosta Community College District is a member of and has executed an Articles of Agreement to the San Diego County Schools Fringe Benefits Consortium requires that the Board of member districts designate and appoint an FBC representative.

NOW THEREFORE BE IT RESOLVED that Hayley Schwartzkopf, Assistant Superintendent/Vice President of Human Resources and Briana Schaeffer, Benefits Analyst are designated as the authorized representative(s) of the Board of Trustees of MiraCosta Community College District or Jennifer Acfalle alternate representative(s), and are hereby authorized and directed to perform all items pertaining to the interest of the Board of Trustees as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Fringe Benefits agreement.

PASSED AND ADOPTED by the Governing Board of the MiraCosta Community College District at Oceanside, California, on the 25th Day of June, 2026, by the following vote:

AYES:_____ NOES:_____ ABSENT:_____ ABSTENTIONS:_____

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

I, Sunita V. Cooke, Secretary of the Governing Board of the MiraCosta Community College District of San Diego County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regularly scheduled and conducted meeting held at the time and place stated, which resolution is on file and of record in the office of said board.

_____
Secretary

MiraCosta Community College District Item Report

Item: VII.G.
Meeting Date: June 25, 2026

Subject:	Approve Reorganization of Human Resources Department
Category:	Consent Items
Institutional Goal Supported:	Goal 1 Goal 4
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. 9C-Human Resources Department Reorganization Status

Background:

The Human Resources Department has recently undergone a streamlining process to combine both operational and recruitment related functions in the Senior Human Resource Technician classification. This model provides greater customer service to the campus community through a dedicated HR representative to assist with various employment transactions. Previously, the Senior HR Technician functions were divided between two teams reporting to separate HR Supervisors. The proposed reorganization realigns the reporting relationships of employees to align with this new model.
In addition, the reorganization will establish a dedicated Leaves and Accommodations Coordinator role to streamline employee support, ensure legal compliance, and alleviate administrative burdens on the Benefits Supervisor and Risk & Safety Manager positions. This specialized position will serve as the primary resource for end-to-end leave management and workplace accommodations for employees. It repurposes an existing, vacant HR Supervisor position to support the creation of this position. It will also support the reclassification of an existing HR Assistant to a Benefits Technician. The proposed supports the equitable assignment of work, streamlines services provided to District employees, and aligns with shifting departmental priorities.

Status:

See attached Status.

Recommended Action:

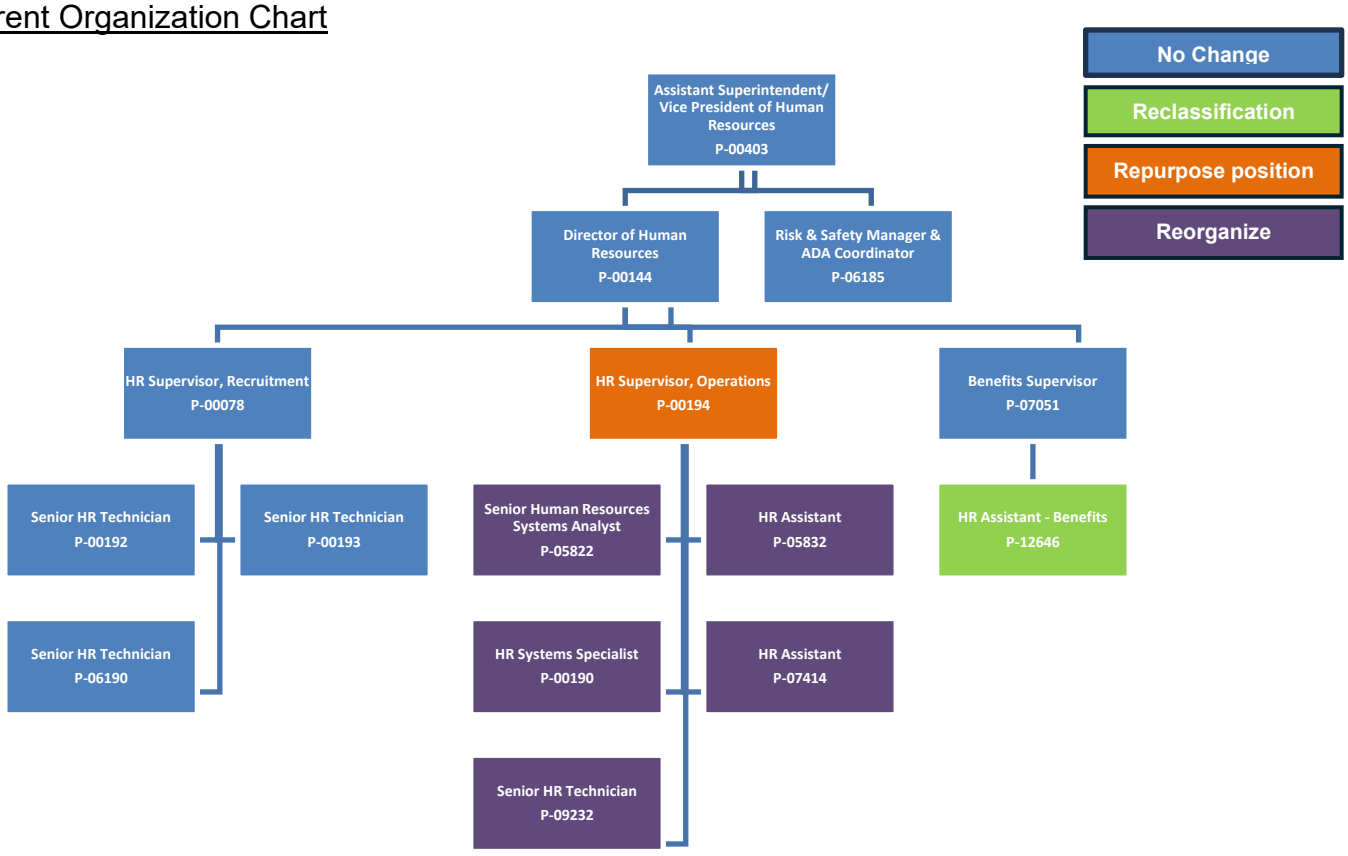
Approve reorganization of Human Resources Department, as stated.

STATUS

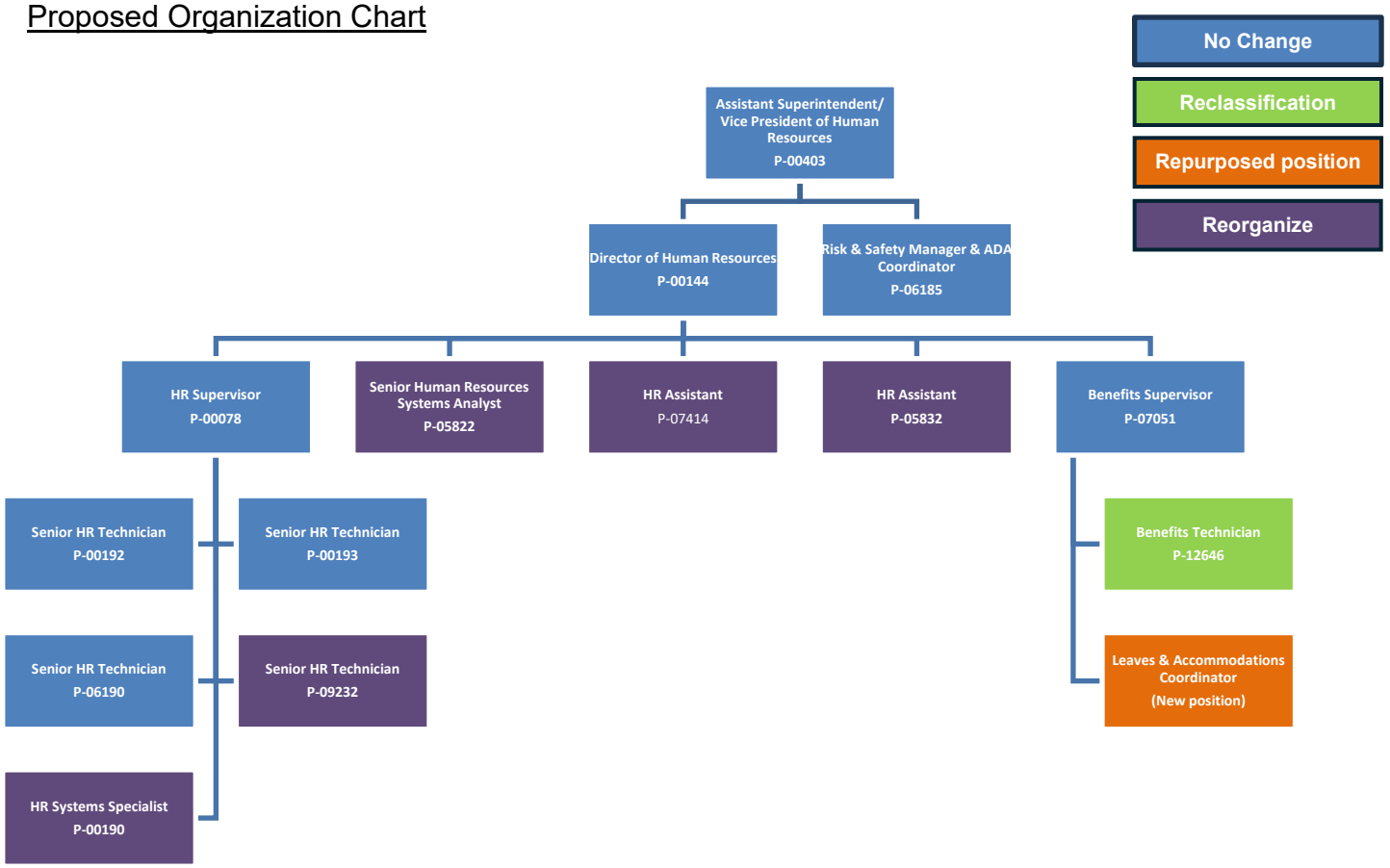
The proposed reorganization will eliminate a vacant, funded 1.0 FTE position for the HR Supervisor. The elimination of the HR Supervisor position and annual salary savings of $193,567 (Range 35, Step 3), including statutory and medical benefits, will be repurposed to support the creation of the Leaves and Accommodations Coordinator position. In addition, it will be used to reclassify the Benefits Assistant to a Benefits Technician. It will also save the District approximately $25,458 per year.

The proposed reorganization would be effective July 1, 2026. The relevant positions impacted by the reorganization are reflected below.

Current Organization Chart



Proposed Organization Chart



Using Step 3 as the base rate for 2026–2027, the overall change in staffing saves the District $25,458 annually. The elimination of one HR Supervisor position would save the District $193,567 per year, which includes an annual salary of $124,575 and statutory and medical benefits in the amount of $68,992.

The reclassification of the HR Assistant – Benefits, Range 20, at 0.45 FTE to the Benefits Technician, Range 21, at 0.45 FTE results in an annual increase cost to the District of $1,466, including statutory benefits.

The creation of the Leaves and Accommodations Coordinator position will result in an annual cost to the District of $166,643, including statutory and medical benefits.

As authorized by Title 5, Section 53021(c)(1):

- Eliminate the vacant 1.0 FTE HR Supervisor position, effective July 1, 2026.
- Establish a new 1.0 FTE Leaves and Accommodations Coordinator position, Range 29, effective July 1, 2026.
- Reclassify Kandyce Balsar, HR Assistant – Benefits, position P-12646, to Benefits Technician, effective July 1, 2026.

MiraCosta Community College District Item Report

Item: VII.H.
Meeting Date: June 25, 2026

Subject:	Approve Reorganization of The School of Nursing, Health, and Wellness
Category:	Consent Items
Institutional Goal Supported:	Goal 1
Recommended:	Kristina Denée Pescarmona - Assistant Superintendent/Vice President - Instructional Services Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	None

Background:

In Spring 2024, the Nursing and Allied Health ("NAAH") department and the Kinesiology, Health, and Nutrition ("KHAN") departments merged as part of a larger Instructional Services division reorganization to form the School of Nursing, Health, and Wellness, adding 18 additional full-time and associate faculty to the School. This expansion in faculty and program support significantly increased the administrative demands within the School, creating a need to realign staffing resources to better support ongoing operational and instructional needs.

Status:

The purpose of this reorganization is to eliminate the Wellness Center Coordinator position, which is vacant due to a recent retirement, and utilize the resulting cost savings to reclassify the existing Administrative Support Assistant III ("ASA III") position to an Academic Division Administrative Assistant ("ADAA"). This reclassification reflects the increased administrative workload and expanded responsibilities required to support the additional 18 Kinesiology, Health, and Nutrition full-time and associate faculty. This reclassification also provides an equitable alignment of administrative support positions across the schools in the Instructional Services Division. Duties and services previously provided by the Wellness Center Coordinator will now be provided by the Locker Room Safety Assistant.

The proposed reorganization will eliminate a vacant, funded 0.45 FTE position for the Wellness Center Coordinator. The annual salary savings of $60,371 (Range 33, Step 3), including statutory benefits, for the elimination of this part-time position will be repurposed to support the

reclassification of the ASA III to an ADAA and support an increase in hours for a vacant Locker Room Safety Assistants from 12 to 18 hours per week on an on-going basis. It will also save the District approximately $44,505 per year.

Using Step 3 for the analysis, the proposed reclassification of the ADAA will result in an annual cost increase of $3,314, including statutory benefits. In addition, increasing the hours from 12 to 18 hours per week for a vacant Locker Room Safety Assistant will result in a total annual cost increase of $12,504.88, including statutory benefits.

Salary & Fringe Benefits	Administrative Support Assistant III Range 20, Step 3	Academic Division Administrative Assistant Range 21, Step 3	Reclassification Annual Cost Increase
Annual Salary	$80,733	$83,176	$2,443
FICA (6.2%)	$5,005.45	$5,156.92	$151.47
Medicare (1.45%)	$1,170.63	$1,206.05	$35.42
PERS (26.81%)	$21,644.52	$22,299.49	$654.97
Unemployment Ins. (0.05%)	$40.37	$41.59	$1.22
Work Comp (1.15%)	928.43	$956.52	$28.09
Salary & Taxes	$109,522.40	$112,836.57	$3,314.17
Benefits	$24,569	$24,569	$0
Total Annual Compensation	**134,091.40**	**$137,405.57**	**$3,314.17**

The total annual salary cost of the reorganization is $15,819, resulting in an overall annual savings of $44,505 due to the elimination of the position described above.

As authorized by Title 5, Section 53021(c)(1):

- Abolish the vacant 0.45 FTE Wellness Center Coordinator, position P-00407, effective July 1, 2026.
- Permanent change of assignment to vacant position P-00632, Locker Room Safety Assistant, to increase hours from 12 to 18 hours per week, effective July 1, 2026.
- Reclassify Mallory Fore, Administrative Support Assistant III, position P-00059, to Academic Division Administrative Assistant, Range 20, Step 5, effective July 1, 2026.

Recommended Action:

Approve the reorganization of the School of Nursing, Health, and Wellness, as stated.

MiraCosta Community College District Item Report

Item: VII.I.
Meeting Date: June 25, 2026

Subject:	Adopt Resolution No. 20-25/26 Sabbatical Leave
Category:	Consent Items
Institutional Goal Supported:	Goal 4
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. Resolution 20_26-27_Sabbatical Leave

Background:

Faculty members who are approved for sabbatical leave are required to supply a sabbatical leave bond which indemnifies the District against loss in the event that the faculty member fails to render the agreed upon period of service following the return from leave of absence.

Status:

Education Code § 87770 provides for an alternative to a sabbatical leave bond in the event that one cannot be obtained. The Board of Trustees may pass a resolution to waive the requirement of a sabbatical bond if the Board determines that the interests of the District will be protected by the written agreement of the faculty member to return to service of the District and render the agreed upon period of service following their return from leave. Employee 07314094 is requesting an alternate to a sabbatical leave bond which allows them to be paid in the same manner as though a bond was furnished. Resolution No. 20-25/26 would authorize the Vice President of Human Resources to sign the written agreement with the faculty member.

Recommended Action:

Adopt Resolution No. 20-25/26 - sabbatical leave, as stated above.

RESOLUTION NO. 20-25/26

A RESOLUTION OF THE GOVERNING BOARD OF MIRACOSTA COMMUNITY COLLEGE DISTRICT FINDING AND DECLARING THAT THE INTERESTS OF THE DISTRICT WILL BE PROTECTED BY THE WRITTEN AGREEMENT OF EMPLOYEE # 07314094 TO RETURN TO THE SERVICE OF THE DISTRICT AND RENDER THE AGREED UPON PERIOD OF SERVICE THEREIN FOLLOWING HIS RETURN FROM LEAVE PURSUANT TO EDUCATION CODE § 87770.

On motion of member _____, seconded by member _____, the following resolution is adopted:

WHEREAS, the Governing Board (the "Board") of MiraCosta Community College District (the "District") may grant any employee of the District employed in an academic position, a leave of absence not to exceed one year for the purpose of permitting study or travel by the employee which will benefit the schools and students of the district, pursuant to Education Code § 87767;

WHEREAS, every employee, as a condition to being granted a leave of absence pursuant to Section 87767, shall agree in writing to render a period of service in the employ of the Board following his or her return from the leave of absence which is equal to twice the period of the leave pursuant to Education Code § 87770;

WHEREAS, upon the furnishing by the employee of a suitable bond indemnifying the Board against loss in the event that the employee fails to render the agreed upon period of service in the employ of the Board following the return of the employee from the leave of absence, the compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were teaching in the District;

WHEREAS, if the Board finds, and by resolution declares, that the interests of the District will be protected by the written agreement of the employee to return to the service of the District and render the agreed upon period of service therein following his or her return from the leave, the Board may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished pursuant to Education Code § 87770;

WHEREAS, employee #07314094 is employed by the District in an academic position and has applied for a leave of absence pursuant to Education Code § 87767 for the Fall Semester 2026;

WHEREAS, as a condition to being granted the leave of absence applied for, employee #07314094 has agreed in writing to render a period of service in the employ of the Board following their return from the leave which is equal to twice the period of the leave applied for;

WHEREAS, employee #07314094 is unable to obtain a bond indemnifying the Board against loss in the event that he fails to render the agreed upon period of service following their return from the leave of absence but has otherwise met the District's criteria for a

leave of absence pursuant to Education Code § 87768 and the District's Administrative Procedure 7341.

NOW THEREFORE LET IT BE RESOLVED by the Governing Board of the MiraCosta Community College District that the Board does hereby find, determine and declare as follows:

Section 1. The interests of the District will be protected by the written agreement of employee #07314094 to return to the service of the district and render the agreed upon period of service therein following their return from the leave.

Section 2. The furnishing of the bond by employee #07314094 is waived pursuant to Education Code § 87770 and the District shall pay employee #07314094 on leave in the same manner as though a bond is furnished.

PASSED AND ADOPTED by the Governing Board of the MIRACOSTA COMMUNITY COLLEGE DISTRICT, San Diego County, California, this ___ Day of _____, 2026.

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Sunita V. Cooke, Secretary of the Governing Board of the MIRACOSTA COMMUNITY COLLEGE DISTRICT, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said

date._____
Secretary of the Governing Board

MiraCosta Community College District Item Report

Item: VII.J.
Meeting Date: June 25, 2026

Subject:	Approve Updated College and Career Access Pathways Partnership Agreement (CCAP) with Oceanside Unified School District (OUSD)
Category:	Consent Items
Institutional Goal Supported:	Goal 1
Recommended:	Kristina Denée Pescarmona - Assistant Superintendent/Vice President - Instructional Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. CCAP Agreement_Oceanside Unified School District_May272026

Background:

In 2017, MiraCosta College established a College and Career Access Pathways (CCAP) Agreement for Dual Enrollment with Oceanside Unified School District (OUSD), which enabled OUSD students to enroll in MiraCosta College classes at Oceanside, El Camino, and Surfside high schools during the regular school day to earn both high school and college credit. Enrollment in these courses was limited to OUSD students. Following the program's success, the MCCD Instructional Services Division collaborated with OUSD leadership in subsequent academic years to develop additional Appendix A Program Components that updated individual courses, separate from the overarching memorandum of understanding (MOU).

Status:

MiraCosta College leadership worked across divisions and roles to update its College and Career Access Pathways Partnership Agreement with OUSD to align with legislative changes, education code updates, and best practices in the dual enrollment field. This new agreement builds upon the strengths of the existing partnership with OUSD to further expand opportunities for OUSD students. It outlines the terms related to facilities use, indemnification, insurance, program management, fees, and modification of the agreement, and outlines pathways and courses to be offered as part of this agreement in Fall 2026. The CCAP Partnership Agreement is now being presented for board approval.

Recommended Action:

Approve the College and Career Access Pathways Partnership Agreement between MiraCosta Community College District and Oceanside Unified School District and Appendix A: MCCD and OUSD CCAP Program Components for Fall 2026.

College and Career Access Pathways Partnership
Agreement between
MiraCosta Community College District and
Oceanside Unified School District

MiraCosta Community College District ("MCCD") and the Oceanside Unified School District ("OUSD") (collectively referred to as the "PARTIES" or individually as "PARTY") mutually agree to enter into this College and Career Access Pathways Partnership Agreement ("CCAP Agreement").

RECITALS

WHEREAS, the Parties are mutually interested in supporting a College and Career Access Pathway Partnership in accordance with California Education Code section and applicable regulations; and

WHEREAS, the mission of MCCD includes providing educational programs and services that are responsive to the needs of the students and communities within MCCD service areas; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, the OUSD is a public school district serving grades 9-12 located within the regional service area of MCCD, unless otherwise specified and agreed to as stated in Education Code section 76004, subdivision (e); and

WHEREAS, the PARTIES desire to enter into this CCAP Agreement for the purposes consistent with the provisions of Education Code section 76004, "offering or expanding dual enrollment opportunities for pupils who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness;" and

NOW, THEREFORE, MCCD and OUSD agree as follows:

1. TERM AND TERMINATION OF THE AGREEMENT

1.1. This CCAP Agreement shall be effective upon approval of the governing boards of MCCD and OUSD and shall have an initial term of one year (1) ("Initial Term").

1.2. The PARTIES may mutually agree to renew this CCAP Agreement for additional academic years by jointly completing and executing Appendix A. In the event the PARTIES are unable to agree to terms for Appendix A, this

CCAP Agreement shall automatically terminate. Each academic year that the PARTIES execute Appendix A, shall be considered an additional term ("Additional Term"). The Initial Term and Additional Term shall be collectively referred to as the "Term" of the CCAP Agreement.

1.3. Either PARTY may terminate this CCAP Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented to the other PARTY ninety (90) days prior to the start of MCCD's next semester. Written notice of termination of this CCAP Agreement shall be addressed to the Educational Administrator, as defined below, at the time of notice of termination.

2. APPENDIX A

2.1. The CCAP Agreement outlines the overall terms of the agreement between the PARTIES. The PARTIES shall jointly agree to the specific details of the arrangement for each academic year by completing and executing the CCAP Agreement Appendix A, which shall specify additional detail including, but not limited to:

i. A point of contact for both MCCD and OUSD.

ii. The expected total number of high school pupils to be served;

iii. The expected total number of full-time equivalent students projected to be claimed by MCCD for those pupils;

iv. The scope, nature, time, location, and Courses (as defined below) to be offered;

v. Criteria to assess the ability of pupils to benefit from the Courses;

vi. The books, instructional materials, specialized equipment, and other necessary equipment that will be necessary for the Courses offered during the current semester or school year; and

vii. Any other terms the PARTIES deem necessary for the semester or school year.

2.2. Appendix A to this CCAP Agreement is attached hereto and fully incorporated herein by this reference. The PARTIES may execute Appendix A on a semester or school year basis.

3. APPROVAL OF THE CCAP AGREEMENT

3.1. A copy of the CCAP Agreement shall be filed with the Office of the Chancellor of the California Community Colleges ("Chancellor's Office") and with the California Department of Education before the start of the CCAP partnership.

3.2. For career technical education pathways to be provided pursuant to this CCAP Agreement, MCCD and OUSD shall consult with, and consider the input of, the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The governing board of each PARTY shall have final decision-making authority regarding the career technical education pathways to be provided under this CCAP Agreement.

3.3. The governing boards of MCCD and OUSD, at an open public meeting of that board, shall present the CCAP Agreement, take comments from the public, and thereafter approve or disapprove the proposed agreement. This CCAP Agreement shall not be effective and binding until approved by the governing board of each PARTY.

4. DEFINITIONS

4.1. Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness ("Courses"). The Courses shall not include physical education courses unless those courses assist in the attainment of at least one of the goals identified in Cal. Ed. Code section 76004(a)(1).

4.2. Pupil(s) or Student(s) - A resident or nonresident student attending high school in California. High school includes a community school, continuation high school, juvenile court school, or adult education program offering courses for high school diplomas or high school equivalency certificates. High school pupils enrolled in college classes who are classified as nonresident special part-time students for tuition purposes shall be eligible for a waiver of nonresident tuition while still in high school in California. MCCD cannot claim apportionment for nonresident special part-time students ("Pupil(s)" or "Student(s)").

5. COURSES

5.1. Courses may be offered at MCCD's or the OUSD's campus or online.

5.2. MCCD is responsible for all Courses and educational programs offered as part of this CCAP Agreement regardless of where the Course and educational program is offered.

5.3. The final scope, nature, time, location, and listing of Courses offered by MCCD shall be determined by MCCD with the approval of the Governing Board and will be recorded in Appendix A. Notwithstanding the foregoing, the PARTIES will collaborate to determine the Course selection, timing, placement and physical location to ensure the Courses do not conflict with

existing courses offered at the OUSD site and are acceptable to both PARTIES.

5.4. Courses will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to MCCD as well as any corresponding policies, practices, and requirements of the OUSD. In the event of a conflict between MCCD course related regulations, policies, procedures, prerequisites and standards and OUSD policies, practices and requirements, MCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.

5.5. Courses offered at the OUSD shall adhere to the official course outline of record and the student learning outcomes established by the associated MCCD academic department, approved by MCCD Courses and Programs Committee and MCCD Board and submitted to the Chancellor's Office. MCCD will provide Course outlines to the OUSD.

5.6. Courses must be approved by the Chancellor's Office unless MCCD received delegated authority to approve those courses separately locally.

5.7. All Courses, regardless of location, shall be of the same quality and rigor as those offered at MCCD's campus, either in person or using an online platform, and shall be in compliance with MCCD academic standards.

5.8. Courses offered at the OUSD shall be listed in MCCD catalog including department designations, course descriptions, numbers, titles, and credits.

5.9. MCCD may limit enrollment in a Course solely to eligible high school Pupils if the Course is offered at a OUSD campus, either in person or using an online platform, during the regular school day. MCCD may not limit enrollment in courses held on MCCD campus, except as otherwise provided by law or as specified in Section E of MCCD's Administrative Procedure 5055.

5.10. Courses must meet the number of hours sufficient to meet the stated performance objectives as outlined in the course outlines provided to the OUSD on a semester basis.

5.11. Site visits and instructor evaluations by one or more representatives of MCCD shall be permitted by the OUSD to ensure that Courses offered at the OUSD are the same as the courses offered on the MCCD's campuses, either in person or online, and are in compliance with MCCD academic standards.

5.12. A Student's withdrawal prior to completion of a Course shall be in accordance with MCCD guidelines, policies, pertinent statutes and regulations.

5.13. Supervision and evaluation of Students enrolled in Courses shall be in accordance with MCCD guidelines, policies, pertinent statutes, and regulations.

5.14. MCCD has the sole right to control and direct the instructional activities of all instructors teaching Courses, including those who are OUSD employees. MCCD will exercise this right in consultation with OUSD.

5.15. MCCD and OUSD each certify that any pretransfer-level Course taught by MCCD faculty at a OUSD campus shall be offered only to high school students who do not meet their grade level standard in mathematics, English or both based on an interim assessment in grade 10 or 11, as determined by OUSD, and shall involve a collaborative effort between OUSD and MCCD faculty to deliver an innovative remediation course as an intervention in the Student's junior or senior year to ensure the Student is prepared for college-level work upon high school graduation.

5.16. To ensure that Courses offered for college credit at the OUSD campuses do not reduce access to the same course offered at MCCD campuses and are aligned with the core mission of the California Community Colleges per Education Code section 66010.4, MCCD may take the following actions:

i. Course sections at MCCD will not be reduced when scheduling dual enrollment classes.

ii. Courses will be allocated sections over and above existing MCCD allocations.

iii. Before scheduling Courses, enrollment patterns for the last 3 to 4 equivalent semesters will be analyzed to ensure that offered Courses are not oversubscribed.

6. CERTIFICATIONS

6.1. MCCD certifies and agrees that:

i. MCCD has not received full compensation for the direct education costs for the conduct of the Courses from other sources.

ii. Any MCCD instructor teaching a Course on an OUSD campus has not been convicted of any sex offense as defined in Education Code section 87010 or as amended, or any controlled substance offense as defined in Education Code section 87011 or as amended.

iii. A qualified OUSD teacher teaching a Course at a OUSD campus or online will not displace or result in the termination of any existing MCCD faculty members teaching the same Course at MCCD campuses.

iv. A Course offered at the OUSD will not reduce access to the same course offered at MCCD.

v. The CCAP Agreement is consistent with the core mission of MCCD pursuant to Education Code section 66010.4, and Students that enroll in the Courses will not lead to the displacement of otherwise eligible adults at MCCD.

6.2. The OUSD certifies and agrees that:

i. The OUSD has not received full compensation for the direct education costs of the Courses from other sources.

ii. Any MCCD instructor teaching a Course the OUSD's campus or online has not displaced or resulted in the termination of any existing OUSD employee teaching the same course on that OUSD campus.

6.3. OUSD and MCCD each certify that it complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a Course.

7. STUDENT ELIGIBILITY

7.1. Student Eligibility - The PARTIES agree that the purpose of the CCAP Agreement is to offer or expand dual enrollment opportunities to high school pupils who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness and underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate. As such, these Students will be eligible to enroll in Courses offered through the CCAP Agreement in accordance with Cal. Ed. Code section 76004(a)(1).

7.2. Student Selection and Enrollment - Enrollment for the Courses shall be open to all eligible Students who have been admitted to MCCD and who meet all applicable prerequisites. Applicable prerequisite courses, training, or experience and standards required as preparation for Courses offered will be determined by MCCD and shall be in compliance with applicable law and MCCD standards and policies.

7.3. Maximum Units - Students may enroll in up to a maximum of **15 units per term** under the conditions specified in Education Code section 76004(p). Specifically, the units must constitute no more than four Courses per term and be part of an academic program that is part of this CCAP Agreement

designed to support Students in meeting the requirements for both a high school diploma, or an associate degree or certificate or a credential. Notwithstanding the foregoing, a Student's maximum units per term may not exceed the limits set forth by MCCD's academic policies applicable to all MCCD students.

7.4. Student Records - MCCD and OUSD will act in good faith to develop and implement a process for grade submission to each PARTY's registrar (or equivalent) that is compliant with FERPA. Students will be required to follow MCCD's process when requesting an official MCCD transcript for their own records or any other third party.

7.5. Priority Enrollment – MCCD may assign priority course registration to a Student seeking to enroll in a Course that is required for the Student's participation in a CCAP program that is equivalent to the priority assigned to a Student attending middle college high school as described in California Education Code section 11300 and consistent with middle college high school provisions in California Education Code section 76001.

7.6. Limit on Courses - MCCD shall not provide physical education course opportunities to Students or any other course opportunities under this CCAP Agreement that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school Students achieve career and college readiness.

7.7. Minimum School Day – On days when Student is participating in Courses, the OUSD certifies that it shall teach Students no less than the number of instructional minutes required to complete a minimum school day pursuant to California Education Code sections 46141, 46142 and 46146. The OUSD defines a "regular school day" as at least 240 minutes of instruction in high school credit only courses.

7.8. Minimum Enrollment – MCCD will provide the minimum enrollment of Students per Course. If the minimum is not met, the Course will be reviewed by MCCD to determine cancellation.

8. PARTICIPATING STUDENTS

8.1. A Student enrolled in a Course shall not be assessed any fee that is prohibited by Education Code section 49011. The governing board of MCCD shall exempt special part-time students from the fee requirements in Education Code sections 76060.5, 76223, 76300, 76350, and 79121.

8.2. The total cost of books, instructional materials, specialized equipment, and other necessary equipment for OUSD Students who enroll in a Course will be specified in Appendix A ("Material Fees"). Material Fees shall be borne by OUSD. However, in the event that the OUSD determines it is unable to cover

the Material Fees, MCCD and OUSD will act in good faith to identify outside funding sources to cover the Material Fees. Both OUSD and MCCD will act in good faith to keep textbook costs down and will seek additional funding sources including grants to cover textbook costs. Where possible, the PARTIES will act in good faith to identify books and instructional materials available through Zero Textbook Cost and Open Educational Resources (OER) to limit the Material Fees. Books and instructional materials purchased by the OUSD will remain the property of and housed at the OUSD. MCCD will act in good faith to limit changes in textbooks throughout the Term.

8.3. Students must:

i. Comply with all MCCD admission procedures and submit all the necessary admission and registration forms;

ii. Meet all prerequisite requirements of MCCD as established by MCCD and stated in the college catalog before enrolling in a Course;

iii. Submit one parental or guardian consent form and principal (or designee) recommendation prior to the Student's initial enrollment and registration in a Course. The parental or guardian consent shall be valid for the Student's future enrollment and registration in the Courses unless parental or guardian consent is withdrawn in writing.

8.4. Students enrolled in Courses will be eligible for and have access to all MCCD support services, including tutoring support, counseling, career guidance, basic needs, and assessment, located on MCCD campus or online. Both MCCD and OUSD will ensure that ancillary and support services are provided for Students.

8.5. Grades earned by Students enrolled in Courses will be posted on the official MCCD transcript. Students may submit a request for Pass/ No Pass if the Course is designated as such in MCCD catalog. If there is a student challenge for the final grade, the student shall follow the MCCD procedure detailed in MCCD AP4231.

8.6. Students who withdraw from Courses will not receive MCCD credit. Students must comply with and submit appropriate information/paperwork by all published deadlines to receive MCCD credit. Transcripts will be annotated according to MCCD policy.

8.7. A Course dropped within MCCD drop "without a W" deadline will not appear on the OUSD or MCCD transcript. A Course dropped after MCCD withdrawal deadline will appear as a "W" on MCCD transcript.

8.8. Students are expected to adhere to MCCD policies and OUSD's policies on student responsibilities, standards, and conduct at all times.

8.9. MCCD will provide Student Accessibility Services ("SAS") support to Students enrolled in the Courses and notice regarding their rights to receive academic adjustments, auxiliary aids, services and/or instruction in college courses. OUSD shall be responsible for providing information to the Students regarding their rights to receive academic adjustments, auxiliary aids, services and/or instruction in the Courses and to assist the Students in connecting with the MCCD's SAS office for the Courses. MCCD will act in good faith by providing OUSD with any necessary materials about its SAS services, upon request. The PARTIES will act in good faith to schedule in-class sessions to provide Students or potential Students with information on SAS services and how Students can request accommodations and services. Upon a Student's request for SAS services, the PARTIES will act in good faith to determine where to administer exams, the amount of extended time received on tests and quizzes, and any other associated issues.

9. ADMISSION, REGISTRATION AND STUDENT RECORDS

9.1. Procedures for admission and registration of Students shall be governed by MCCD and shall be in compliance with the admissions and registration guidelines set forth in applicable law and MCCD policy.

9.2. MCCD will provide the necessary admission and registration forms and procedures. OUSD shall be familiar with, understand, and follow applicable MCCD admissions and registration policies and procedures. Both PARTIES will jointly ensure that each applicant has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

9.3. MCCD will be responsible for processing Student applications and early college credit forms. OUSD agrees to assist Students in completing the required admission and registration steps as may be necessary and requested by MCCD.

9.4. OUSD and MCCD understand and agree that successful MCCD admission and registration requires that each participating Student has completed MCCD admission and registration forms and procedures.

10. INSTRUCTORS

10.1. All instructors teaching Courses must meet the Minimum Qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended, as defined by MCCD based on the current Minimum Qualifications for Faculty and Administrators in California Community Colleges, or possess qualifications that are at least equivalent to the Minimum Qualifications, as defined by Education Code section 87359 and MCCD Administrative Procedure 7211.2

to be hired by MCCD and be MCCD employees. Appendix A shall specify whether the OUSD or MCCD will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.

10.2. When an instructor is teaching a Course as an employee of MCCD, MCCD will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor and be solely responsible for all salaries, wages, and benefits due to the instructor. When an instructor is teaching a Course as an employee of the OUSD, the OUSD will assume reporting responsibilities pursuant to applicable federal teacher quality mandates for that instructor and be solely responsible for all salaries, wages, and benefits.

10.3. Where the instructor is not a paid employee of MCCD, the instructor shall complete all onboarding steps and acknowledgements for the Non-paid Dual Enrollment Instructors as required by MCCD and comply with all applicable provisions of the California Education Code, Title 5 regulations, state laws, MiraCosta College's policies and procedures, and the terms outlined in this CCAP Agreement. The instructor will be responsible for reporting student attendance as required by MCCD, and MCCD retains the right to control and direct the instructional activities of the instructor

10.4. MCCD acknowledges that instructors who are MCCD employees and teach on a OUSD campus must complete training by OUSD on the specific safety protocols of the host campus. If on a OUSD campus during a drill, MCCD employees must participate in any host campus drills.

10.5. Instructors who teach Courses must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the Course's instructional activity. If the Courses are offered in person, Instructors must be physically present in the classroom or lab or within line-of-sight of the Students.

10.6. Instructors who teach Courses shall comply with the fingerprinting requirements set forth in California Education Code sections 45125 and 45125.01 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any Courses or otherwise provide services on a OUSD site.

10.7. The PARTIES acknowledge and agree that the instructors who teach Courses are mandated reporters pursuant to Penal Code section 11165.7 and shall comply with all required training.

10.8. Prior to teaching, all instructors teaching Courses shall receive discipline-specific training and orientation from MCCD regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing

and grading procedures, record keeping, and other instructional responsibilities. MCCD shall approve and provide said training.

10.9. All instructors shall be encouraged to participate in professional development activities sponsored by MCCD and ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.

10.10. MCCD shall evaluate faculty performance using the adopted evaluation process and standards for faculty of MCCD, subject to the approval of MCCD's governing board.

10.11. MCCD will determine and select instructors to teach the Courses. MCCD may select instructors from OUSD personnel recommended by OUSD, or other sources. OUSD personnel will perform instructional duties on duty time. OUSD personnel selected to be instructors remain employees of the OUSD, subject to the authority of the OUSD and the OUSD's collective bargaining agreement, but will also be subject to the authority of MCCD, specifically with regard to their duties as instructors of the Courses. MCCD will exercise this authority in consultation with OUSD.

10.12. MCCD and OUSD jointly determine the subject areas of instruction. MCCD shall determine the number of instructors and the ratio of instructors to Students.

10.13. The Educational Administrators shall coordinate to ensure that the instructors are in compliance with the statutory requirements and the terms of this Agreement. OUSD shall ensure that its employees who serve as instructors of the Courses or who otherwise have access to Student information, maintain the confidentiality of student education records in accordance with United States federal and California state law. OUSD shall refer all inquiries regarding student information to MCCD's Admissions and Records Office.

11. ASSESSMENT OF LEARNING AND CONDUCT

11.1. Students enrolled in Courses offered at the OUSD shall be held to the same standards of achievement as students in courses taught on MCCD campus.

11.2. Students enrolled in Courses offered at the OUSD shall be held to the same grading standards as those expected of students in courses taught on MCCD campus.

11.3. Students enrolled in Courses offered at the OUSD shall be assessed, with regard to achievement, using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on MCCD campus.

11.4. Students enrolled in Courses offered at the OUSD shall be held to the same behavioral standards as those expected of students in courses taught on

MCCD campus. The PARTIES shall handle any disciplinary action with the Courses at the OUSD jointly.

11.5. Students enrolled in Courses offered at the OUSD who have approved Section 504 Plans or Individualized Education Program ("IEP") shall be referred to MCCD's SAS Office to request accommodation(s). SAS will follow MCCD procedure in determining the appropriate accommodations for the Course(s). MCCD has responsibility for implementing the accommodation offered and provided by SAS. Accommodations involving the provision of special equipment or services or additional personnel, such as sign language interpreters, shall be provided by the OUSD.

12. LIAISON AND COORDINATION OF RESPONSIBILITIES

12.1. Each PARTY shall appoint one educational administrator and identify the same in Appendix A. Each educational administrator will serve as point of contact to facilitate coordination and cooperation between MCCD and OUSD in conformity with each PARTY's respective policies and standards ("Educational Administrator(s)"). Among other things, the Educational Administrators shall collaborate to determine the process for timely receiving, investigating, and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Education Amendments of 1972 alleged to have occurred in or related to the CCAP Agreement.

12.2. The Educational Administrators will act in good faith to identify personnel to perform certain tasks as required under this CCAP Agreement, including but not limited to conducting appropriate Student assessments necessary for determining Student eligibility, outreach/recruitment activities, Student enrollment, and other tasks as deemed necessary by the PARTIES to fulfill their obligations under this CCAP Agreement and the Education Code. The PARTIES agree and understand that any employee or personnel who performs tasks or fulfills any obligations under this CCAP Agreement shall remain an employee of the PARTY that originally hired the employee. Employees and personnel performing any tasks or obligations under this CCAP Agreement shall perform such tasks or obligations as part of their regular assignment. OUSD personnel performing these tasks will be employees of OUSD, subject to the authority of OUSD. MCCD personnel performing these tasks will be employees of MCCD, subject to the authority of MCCD. Notwithstanding the foregoing, the PARTIES acknowledge and understand that their respective employees may need to take direction or respond to inquiries of the other PARTY in order to fulfill their obligations under this CCAP Agreement.

12.3. MCCD, on behalf of both Parties, shall report annually to the Office of the Chancellor of the California Community Colleges, pursuant to Education Code section 76004(u)(1) addressing all the following information:

i. The total number of Students by school site enrolled under this CCAP Agreement, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.

ii. The total number of community college courses, by course category and type and by school site, enrolled in by Students under this CCAP Agreement.

iii. The total number and percentage of successful course completions, by course category and type and by school site, of Students under this CCAP Agreement.

iv. The total number of full-time equivalent Students generated by MCCD participants.

v. The total number of full-time equivalent Students served online generated by MCCD participants.

12.4. If deemed necessary, OUSD Educational Administrator shall be responsible for appointing one administrator or designee from each high school site where Courses are held to oversee Student enrollment, conduct and safety protocols.

13. RECORDS

13.1. OUSD shall maintain permanent records of Student enrollment, attendance, grades and achievement for OUSD Students who enroll in the Courses. OUSD shall submit such records to MCCD through the appropriate college, campus, or center periodically or upon demand.

13.2. MCCD shall maintain permanent records of Student enrollment, grades and achievement for MCCD Students. Records will be open for review at all times by MCCD officials and submitted on a schedule developed by MCCD.

13.3. Each PARTY shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each PARTY may review and obtain a copy of the other PARTY'S pertinent records subject to federal and state privacy statutes.

14. CCAP AGREEMENT DATA MATCH AND REPORTING

14.1. MCCD and OUSD shall ensure operational protocols consistent with the collection of Student data and the timely submission of the data.

14.2. MCCD shall report all program and Student data to the office of the Chancellor of the California Community Colleges.

15. PRIVACY OF STUDENT RECORDS

15.1. **FERPA**. MCCD and OUSD understand and agree that education records of Students and personally identifiable information contained in those educational records are subject to all California state and United States federal laws regarding student data privacy, including but not limited to, California Assembly Bill 1584 ("AB 1584") (codified in Education Code section 49073.1) and the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064, 49076 and 76243). MCCD and OUSD agree to hold all Student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re- disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.) The PARTIES recognize that they may be required to share "Student Data" including data that is descriptive of the Student including, but not limited to, information in the Student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, Student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of California and federal laws and regulations.

15.2. **Limitation on Use**. MCCD and OUSD shall use each Student education record that it may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with its authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.) Neither PARTY will sell or otherwise derive a benefit from sharing information from Student Data with a third party.

15.3. **Recordkeeping Requirements**. MCCD and OUSD shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, Student Data set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

15.4. **Ownership**. All Student Data obtained by a PARTY from the other continues to be the property of and under the control of original PARTY which retains exclusive control over Student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.

15.5. **Export**. Each PARTY shall provide a means by which its employees, when so authorized, can search and export Student Data through reasonable procedures such that the necessary PARTY can respond to a parent, legal guardian or eligible Student who seeks review personally identifiable information on the pupil's records or correct erroneous information. If Student-generated content is stored or maintained by a PARTY, such PARTY shall, at the request of the other PARTY, transfer said Student-generated content to a separate Student account upon termination of the CCAP Agreement.

15.6. **Disposition**. Upon written request of a PARTY the other shall dispose or delete all, or a requested portion of, Student Data obtained under this CCAP Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Deleting electronic information; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in this CCAP Agreement authorizes a PARTY to maintain Student Data obtained under the CCAP Agreement beyond the time period reasonably needed to complete the disposition.

15.7. **Security**. Each PARTY agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. Such PARTY shall take actions to ensure the security and confidentiality of Student Data, including but not limited to: (1) Designating and training responsible individuals on ensuring the security and confidentiality of Student Data, (2) maintain all data obtained or generated pursuant to this CCAP Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the CCAP Agreement except as necessary to fulfill the purpose of the agreement. (3) employ industry standard measures to protect data from unauthorized access. (4) conduct digital and physical periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

15.8. **Breach Protocol**. Upon becoming aware of any unlawful or unauthorized access to Student Data stored on equipment used by a PARTY or in facilities used by a PARTY, such PARTY will take the following measures: (1) promptly notify the other PARTY of the suspected or actual incident; (2) promptly investigate the incident and provide the other PARTY with detailed information regarding the incident, including the identity of affected users; and (3) assist the other PARTY in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident.

15.9. **Acknowledgement of Receipt of Notice of FERPA Regulations**. By signature of its authorized representative or agent on this CCAP Agreement,

MCCD and OUSD hereby acknowledge that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing Student Data to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

16. DISPUTES

16.1. MCCD and OUSD recognize that, from time to time, disputes may arise between MCCD employees or Students and OUSD employees or Students. When such disputes arise, MCCD and OUSD shall act in good faith to resolve such disputes informally. Where informal resolution is not successful, or the PARTIES must address a formal inter-agency complaint, the PARTIES will utilize the following process to resolve the matter:

i. The PARTY receiving the complaint will timely notify the other and promptly provide the other PARTY with any written complaint received.

ii. The Educational Administrators will review the complaint to determine, based on the nature of the complaint, whether any statutory or regulatory timelines or other procedural requirements apply, including but not limited to:

a. Whether MCCD is required to report the complaint to the Chancellor's Office pursuant to Title 5 of the California Code of Regulations.

b. Whether, based on the nature of the complaint, the complainant is entitled to any rights or protections with regard to how the complaint is handled, pursuant to Title 5 or applicable state or federal laws, including but not limited to Title IX of the Education Amendments of 1972.

c. If either Educational Administrator finds such rights to exist, he or she shall notify the other Educational Administrator, and MCCD and OUSD shall cooperate as needed in carrying out these requirements, which may include but are not limited to conducting a formal investigation within regulatory timelines or the implementation of interim safety measures for the complainant.

iii. Within a reasonable time of either PARTY receiving the complaint, the PARTIES will discuss the nature and severity of the allegations to determine whether an investigation is required. If the PARTIES agree that a formal investigation is required, the PARTIES will

mutually agree upon the scope of the investigation, an investigator, who may be an outside investigator, or qualified employee of MCCD or OUSD. If the PARTIES agree to utilize one PARTY's employee as the investigator, the other PARTY may designate an employee to attend all witness interviews. If the PARTIES agree to utilize an outside investigator, the PARTIES agree to divide the costs equally.

iv. If, despite the good faith effort of the PARTIES, they are unable to agree on a process for investigating the complaint, the PARTY whose employee/Student is the subject of the complaint will determine the process.

v. Each PARTY agrees to cooperate in any investigation initiated and make its employees available to the investigator.

vi. All investigative interviews of any Students or employees shall comply with any rights and protections afforded to such employees or Students under an applicable collective bargaining agreement or state or federal law, including but not limited to the right to have a representative present during an interview that could lead to discipline.

vii. The investigator must provide all investigative reports to both PARTIES setting forth findings as to the allegations and the basis for the findings.

viii. MCCD and OUSD shall share any and all materials from the investigation, unless sharing would cause a PARTY to violate confidentiality or privacy laws.

ix. Each PARTY shall have sole discretion to determine the disciplinary measures it will impose against its respective employees or Students. Notwithstanding the foregoing, the other PARTY retains the right to have the subject of a sustained complaint removed from participating in the Courses or providing services under this CCAP Agreement.

17. APPORTIONMENT

17.1. The attendance of a high school pupil at MCCD as a special part-time or full-time Student pursuant to this CCAP Agreement is authorized attendance for which MCCD shall be credited or reimbursed pursuant to Education Code section 48802 or 76002, provided that no school district or county office of education has received reimbursement for the same instructional activity. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirements continue to apply, including as prescribed by Title 5 of the California Code of Regulations.

17.2. MCCD shall not receive a state allowance or apportionment for Courses or an instructional activity for which OUSD has been, or shall be, paid an allowance or apportionment. The OUSD will claim attendance for the OUSD Students enrolled in Course(s) if the instructors teaching the Courses are fully compensated by the OUSD as OUSD employees.

17.3. MCCD will claim full-time equivalent Students ("FTES") for the OUSD Students enrolled in Courses if the instructors teaching the Courses are fully compensated by MCCD as MCCD employees.

17.4. For purposes of allowances and apportionments from Section B of the State School Fund, MCCD shall be credited with the units of FTES attributable to the attendance of eligible high school Students for the closed courses held on the OUSD campuses.

17.5. MCCD shall include the Students enrolled in a Course in its report of FTES for purposes of receiving state apportionments when the Course(s) complies with current requirements for dual enrollment under applicable California law.

18. USE OF FACILITIES

18.1. OUSD will provide adequate classroom space at its facilities on a OUSD campus or other mutually agreed upon location for the instruction of Courses ("Facilities") and do so without charge to MCCD or Students. The PARTIES will act in good faith to determine the Facilities for each Course and identify the appropriate buildings, classrooms, and dates of times of use prior to the start of each Term.

18.2. MCCD shall have non-exclusive use of the Facilities during the Term of the CCAP Agreement. The Facilities shall be used and occupied by MCCD for the sole purpose of operating the Courses and related educational activities and for no other purpose without the prior written consent of OUSD.

18.3. OUSD agrees to clean, maintain, and safeguard the Facilities.

18.4. MCCD shall not be required to acquire any other permits or facility use approvals at OUSD's campus, except as are set forth and provided for in this CCAP Agreement.

18.5. MCCD facilities may be used subject to MCCD's approval.

19. PAYMENTS AND REIMBURSEMENT

Each PARTY shall be responsible for paying its own employees and personnel performing any tasks or services under this CCAP Agreement, including instruction of Courses.

20. NON-DISCRIMINATION POLICY

The PARTIES agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any other person on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735.

21. INDEMNIFICATION

21.1. Liability - The PARTIES agree to allocate potential liability between themselves with the intent that MCCD shall generally be responsible for the acts and omissions of its own employees and OUSD shall generally be responsible for the acts and omissions of its own employees, as specifically set forth below in Section 21.2, Mutual Indemnification.

21.2. Mutual Indemnification - In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the PARTIES pursuant to Government Code Section 895.6, or any other statute, regulation or rule that may otherwise affect the terms of this CCAP Agreement, the PARTIES agree that all losses or liabilities incurred by a PARTY shall not be shared pro rata, but instead MCCD and OUSD agree to the following:

i. Claims Arising from Sole Acts or Omissions of A PARTY. Each PARTY ("INDEMNIFYING PARTY") agrees to defend, indemnify and hold harmless the other PARTY ("INDEMNIFIED PARTY"), its board, trustees, agents, officers, employees, administrators, independent contractors, subcontractors, agents, and other representatives ("INDEMNITEES") from any claim, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, action or proceeding, including attorneys' fees (collectively "Claims") against INDEMNIFIED PARTY or INDEMNITEES, of the extent the acts or omissions of INDEMNIFYING PARTY or INDEMNIFYING PARTY's board, trustees, agents, officers, employees, administrators, independent contractors, subcontractors, agents, or other representatives, in the performance of this CCAP Agreement caused the Claim. At its sole discretion, INDEMNIFIED PARTY may participate at its own expense in the defense of any Claim, but such participation shall not relieve INDEMNIFYING PARTY of any obligation imposed by this CCAP Agreement. INDEMNIFIED PARTY shall notify INDEMNIFYING PARTY promptly of any Claim and cooperate fully in its defense.

21.3. Joint Defense – Notwithstanding the section above, in a case where MCCD and OUSD agree in writing to a joint defense, MCCD and OUSD may appoint joint defense counsel to defend the Claims arising out of the concurrent acts

or omissions of OUSD and MCCD. Joint defense counsel shall be selected by mutual agreement of MCCD and OUSD. MCCD and OUSD agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in Section 21.5 below. MCCD and OUSD further agree that neither party may bind the other to a settlement agreement without the written consent of both MCCD and OUSD.

21.4. Reimbursement and/or Reallocation – Where a trial verdict, or neutral third party in an arbitration award allocates or determines the comparative fault of the PARTIES, MCCD and OUSD may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

21.5. These indemnity provisions shall survive termination or expiration of this CCAP Agreement or any related course agreement, and is in addition to any other rights or remedies that OUSD or MCCD may have under law and/or otherwise.

22. INSURANCE

22.1. MCCD, at its sole expense, will procure and maintain, in full force and effect during the entire Term of this CCAP Agreement, professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least One Million Dollars ($1,000,000) each occurrence and Three Million Dollars ($3,000,000) annual aggregate with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. In addition, MCCD shall procure and maintain Workers' Compensation insurance to cover its employees in compliance with the statutory requirements of California law. Upon execution of this Agreement and separate written request, MCCD will furnish evidence of the foregoing coverage.

22.2. OUSD, at its sole expense, will procure and maintain in full force and effect during the entire Term of this CCAP Agreement, professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least One Million Dollars ($1,000,000) each occurrence and Three Million Dollars ($3,000,000) annual aggregate with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. In addition, OUSD shall procure and maintain Workers' Compensation insurance to cover its employees in compliance with the statutory

requirements of California law. OUSD's said policy of insurance, shall expressly name MIRACOSTA COMMUNITY COLLEGE DISTRICT, its trustees, agents, employees and officers as additional insureds for the purposes of this CCAP Agreement and shall be endorsed to waive subrogation rights against these additional insureds. Upon execution of this Agreement and separate written request, OUSD will furnish evidence of the foregoing coverage. All insurance policies must be endorsed to give MCCD written notice of cancellation, termination, coverage reduction or any material change and the same shall be mailed to the MCCD.

22.3. For the purpose of Workers' Compensation, each PARTY shall be the "primary employer" for all its personnel who perform services as instructors and support staff. Each PARTY shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective personnel made in connection with performing services and receiving instruction under this CCAP Agreement. Each PARTY agrees to hold harmless, indemnify, and defend the other PARTY, its governing board, trustees, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by that PARTY'S personnel connected with providing services under this CCAP Agreement.

22.4. The obligations pursuant to this section shall survive termination or expiration of this CCAP Agreement.

23. MCCD BOUNDARIES

For locations outside the geographical boundaries of MCCD, MCCD will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

24. MODIFICATION - ENTIRE AGREEMENT

This CCAP Agreement and its Appendices constitute the sole agreement and understanding between MCCD and OUSD concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. It may not be modified except in writing signed by MCCD and OUSD and approved by each PARTY's respective Board of Trustees. Neither PARTY may assign this agreement without the written approval of the other PARTY.

25. SEVERABILITY

This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

26. COUNTERPARTS

This CCAP Agreement may be executed by the PARTIES in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

27. GOVERNING LAW AND VENUE

This CCAP Agreement shall be governed by, and the rights, duties and obligations of the PARTIES shall be determined and enforced in accordance with, the laws of the State of California. The PARTIES further agree that any action or proceeding brought to enforce this CCAP Agreement shall be maintained in San Diego County, California.

28. NOTICES

Any notice permitted or required under this CCAP Agreement shall be in writing and signed by the PARTY giving or serving the same and shall be served either by personal delivery or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

MiraCosta Community College District	Oceanside Unified School District
Mina Hernandez	Teresa Collis
Director of Purchasing, Contracts & Material Management	Coordinator, College and Career Readiness
1 Barnard Drive	2111 Mission Avenue
Oceanside, CA 92056	Oceanside CA 92058

29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED; COMPLIANCE WITH APPLICABLE LAW

29.1. All provisions required by law to be inserted in this CCAP Agreement shall be deemed to be inserted and this CCAP Agreement shall be read and enforced as though they were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either PARTY, the CCAP Agreement may be amended to make the insertion or correction.

29.2. Each PARTY shall comply with all applicable law in the performance of its obligations under this CCAP Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the day(s) and year written below.

By: _____ Date: _____
Dr. Julie Vitale, Superintendent
OCEANSIDE UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Dr. Sunita Cooke, Superintendent/President
MIRACOSTA COMMUNITY COLLEGE DISTRICT

MIRACOSTA COMMUNITY COLLEGE DISTRICT Board Meeting

Approval Date: _____

OCEANSIDE UNIFIED SCHOOL DISTRICT Board Meeting

Approval Date: _____

APPENDIX A

APPENDIX A

MCCD AND OUSD COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) PROGRAM COMPONENTS

WHEREAS, MiraCosta Community College District ("MCCD"), and Oceanside Unified School District ("OUSD") (collectively referred to as the "PARTIES") entered into a College and Career Access Pathways Partnership Agreement ("CCAP Agreement") effective _____;

WHEREAS, MCCD's Board approved Agenda No._____ on _____, and OUSD's Board approved Agenda No. _____ on _____ for the parties to enter into the Agreement.

WHEREAS, MCCD and the OUSD agree to record specific components of the CCAP Agreement using this Appendix A for purposes of addressing legal reporting requirements within California Education Code section 76004(c), including, but not limited to, the total number of high school pupils to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those pupils; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and

WHEREAS, MCCD and the OUSD agree to record specific components of the CCAP Agreement using this Appendix A to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses as required by California Education Code section 76004, subdivision (c); and

NOW THEREFORE MCCD and OUSD agree as follows:

1. TERM FOR APPENDIX

The PARTIES agree that this Appendix A shall cover the specific details for the following term(s):

TERM(s)	YEAR
Fall	2026

2. EDUCATIONAL ADMINISTRATORS

The PARTIES each designate their respective Educational Administrators:

MCCD
Kristina Denee Pescarmona
Vice President, Instructional Services
760-795-6805

OUSD
Dr. Mercedes Lovie
Associate Superintendent, Educational Services

dpescarmona@miracosta.edu 760-966-4003
mercedes.lovie@oside.us

3. EDUCATIONAL COURSE(S)

MCCD has identified the following educational program(s) and course(s) to be offered; the projected total number of Students to be served and projected FTES.

Projected Number of Students: 678 **Total Sections: 22**

Projected FTES to be Claimed by MCCD: 75

Course Name	Units	Days*	Time	Location	Faculty	Employer	Student Contact Hours	Enroll-ment Cap
Fall 2026								
NURS 155	3	Online	Asynch	Online*	Staff	MCC	48-54	45
CDEV 105	3	Online	Asynch	Online*	Staff	MCC	48-54	40
ART 157	3	Online	Asynch	Online*	Staff	MCC	48-54	35
HOSP 100	3	Online	Asynch	Online*	Staff	MCC	48-54	40
HOSP 133	3	Online	Asynch	Online*	Staff	MCC	48-54	40
NUTR 105	3	Online	Asynch	Online*	Staff	MCC	48-54	40
CSIT 180	4	W	5:30-8:20 +Asynch	MCC (CLC)	Staff	MCC	80-90	8
COUN 100	3	M/W	1:50-3:20	OHS	Staff	MCC	48-54	35
COMM C1000	3	T/TH	1:50-3:20 W 1:40-2:50	OHS	Staff	MCC	48-54	30
BIO 105	3	T/TH	1:50-3:20	OHS	Staff	MCC	48-54	35
SOCI 102	3	M/W	1:50-3:20 W 1:40-2:50	OHS	Staff	MCC	48-54	40
MATH 135	6	M-TH	12:15-1:35, W 12:20-1:30	OHS	Staff	MCC	96-108	35
STAT C1000	4	T-TH	8:30-10:00 W 8:30-9:40	OHS	Staff	MCC	64-72	35
BUS 132	3	T/TH	8:30-10:00	OHS	Staff	MCC	48-54	40
COMM C1000	3	M/W	8:30-10:00 W 8:30-9:40	OHS	Staff	MCC	48-54	30
FREN 101	4	T/TH	8:30-10:00 +Asynch	OHS	Staff	MCC	80-90	30
ADM 100	3	ARR	ARR	OHS	Staff	OUSD	48-54	40
ADM 200	3	ARR	ARR	OHS	Staff	OUSD	48-54	40
NURS 155	3	ARR	ARR	OHS	Staff	OUSD	48-54	45
SOCI 103	3	M/W	8:30-9:20 +Asynch	ECHS	Staff	MCC	48-54	40
HIST 101	3	T/TH	1:15-2:40 +Asynch	SEA	Staff	MCC	48-54	40

SOCI 207	3	T/TH	1:15-2:40 +Asynch	SEA	Staff	MCC	48-54	40

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

3.1 The PARTIES agree to use the following criteria to assess the ability of pupils to benefit from the CCAP Agreement Course(s):

i. Students who may not already be college bound or who are underrepresented in higher education,

ii. Students seeking Course(s) that align with student's post-secondary educational goals (major and general education),

iii. Students seeking the application of skills in the high school environment as well as in post-secondary education, or

iv. Students who may be interested in a Career Education pathway, leading to in-demand workforce skills attainment and gainful employment.

4. BOOKS AND INSTRUCTIONAL MATERIALS

Pursuant to Section 8.2 of the CCAP Agreement, the PARTIES agree and understand that the books, instructional materials, specialized equipment, and other necessary equipment will be necessary for the Courses offered during the current Program year. The total cost of books and instructional materials for Students enrolled in the Courses is the responsibility of the OUSD.

Course	Books and Instructional Materials	Cost per Title
ADM 100	Criminal Justice Today Author: Frank Schmalleger Edition: 16th	$93.99
ADM 200	California Criminal Law Concepts 2025 Author: Hunt and Rutledge Edition: 24th Edition, 2025	$92.00
ART 157	The course does not require purchasing books or instructional materials.	N/A
BIO 105	Biology and Biotechnology: Science, Applications and Issues Author: Kreuzer and Massey Edition: 1st, 2005	$89.95
BUS 132	The course does not require purchasing books or instructional materials.	N/A
CDEV 105	The course does not require purchasing books or instructional materials.	N/A

COMM C1000	The course does not require purchasing books or instructional materials.	N/A
COUN 100	The course does not require purchasing books or instructional materials.	N/A
CSIT 180	TestOut PC Pro 7.0 Lab Sim Author: TestOut	$84.74
FREN 101	The course does not require purchasing books or instructional materials.	N/A
HIST 101	Globalyceum World History Platform	$67.75
HOSP 100	The course does not require purchasing books or instructional materials.	N/A
HOSP 133	The course does not require purchasing books or instructional materials.	N/A
MATH 135	Active Prelude to Calculus Activities Workbook Author: Matthew Boelkins	$11.99
NURS 155	Medical Terminology Made Incredibly Easy Author: Lippincott Williams & Wilkins Edition: 4th Edition, 2017	$59.99
NUTR 105	Diet and Wellness Plus Edition: 1st Author: Cengage Michelle Shelley Mcg	$48.75
SOCI 102	The course does not require purchasing books or instructional materials.	N/A
SOCI 103	The course does not require purchasing books or instructional materials.	N/A
SOCI 207	The course does not require purchasing books or instructional materials.	N/A
STAT C1000	The course does not require purchasing books or instructional materials.	N/A

IN WITNESS WHEREOF, the PARTIES hereto have executed this APPENDIX A to the CCAP Agreement on the day and year written below.

By: _____ Date: _____
Dr. Julie Vitale, Superintendent
OCEANSIDE UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Dr. Sunita Cooke, Superintendent/President
MIRACOSTA COMMUNITY COLLEGE DISTRICT

MiraCosta Community College District Item Report

Item: VII.K.
Meeting Date: June 25, 2026

Subject:	Approve Curriculum for 2026-2027 Catalog, Part IV
Category:	Consent Items
Institutional Goal Supported:	Goal 1
Recommended:	Kristina Denée Pescarmona - Assistant Superintendent/Vice President - Instructional Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	None

Background:

In accordance with Board Policy 4020, the MiraCosta Community College District Board of Trustees assigns primary responsibility for developing and recommending the adoption or discontinuance of courses or programs to the faculty, and this effort is coordinated by the Instructional Services Division. Title 5 regulations stipulate the Academic Senate is responsible for academic and professional matters, which include curriculum and educational program development. The Courses and Programs Committee (CPC), consisting primarily of faculty, exists for the purpose of making recommendations pertaining to the programs and courses offered by the college.

In October 2025, the CPC approved the Mathematics for Transfer 2.0 AS-T; the board approved the new degree in November 2026. The new Mathematics for Transfer 2.0 AS-T was based on revisions to the statewide transfer model curriculum template. The state Chancellor's Office recently informed the College that the Mathematics for Transfer 2.0 AS-T needs to be its own separate program, and Mathematics for Transfer AS-T requires archival to approve the new required degree. The CPC convened on May 14, 2026, and approved the deletion of the Mathematics for Transfer degree. This agenda item contains one program deactivation to address this unforeseen circumstance. At the direction of the Chancellor's Office, the College needs to formally delete the Mathematics for Transfer AS-T degree.

Status:

The deactivation of the Mathematics for Transfer AS-T degree.

Recommended Action:

Approve the deactivation of Mathematics for Transfer AS-T degree effective in the 2026-2027 Catalog.

MiraCosta Community College District Item Report

Item: VII.L.
Meeting Date: June 25, 2026

Subject:	Approve Out-of-Country Travel for Ethnic Studies Faculty Katherine Steelman and Letters Faculty John Kirwan to Oaxaca, Mexico
Category:	Consent Items
Institutional Goal Supported:	Goal 1
Recommended:	Kristina Denée Pescarmona - Assistant Superintendent/Vice President - Instructional Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	None

Background:

In compliance with Board Policy 7400, Employee Travel, MiraCosta College full time Ethnic Studies faculty, Katherine Steelman and Letters faculty, John Kirwan, are requesting approval to travel to Oaxaca, Mexico from July 12 to July 18, 2026, to conduct a site visit for a study abroad program which has been proposed for Summer 2027.

Status:

The purpose of this trip will be to refine planning for a proposed Summer 2027 study abroad program in Oaxaca, Mexico as initiated by the International Education Advisory Committee. As a new location, a reconnaissance visit is recommended to evaluate logistics and improve program design. Faculty will assess student housing, transportation, classroom and cultural learning spaces, and potential community partnerships to ensure quality and suitability. This review is essential to ensure the program aligns with MiraCosta College's mission and vision of innovative teaching while providing meaningful, culturally immersive learning grounded in ethnic studies and humanities pedagogy.

The visit will gather key details on daily transportation, student costs, housing, health and safety considerations, and site accessibility. It will also provide an opportunity for faculty to meet with the study abroad provider, Arcos Learning Abroad. Faculty will explore partnerships with local organizations, cultural institutions, artists, and educators to finalize an itinerary aligned with the academic goals and student learning outcomes of the program. Emphasis will be placed on identifying opportunities for students to

engage with Oaxacan history, art, cuisine, Indigenous cultures, and social movements in ways that complement the curriculum and deepen the study abroad experience. Travel costs will be supported by the MiraCosta College Foundation's Diane Bessell Memorial Fund.

Recommended Action:

Approve out-of-country travel for Katherine Steelman and John Kirwan to Oaxaca, Mexico, from July 12 – July 18, 2026, to conduct a site visit for the proposed Ethnic Studies study abroad program. Cost not to exceed $2,750 per person.

MiraCosta Community College District Item Report

Item: VII.M.
Meeting Date: June 25, 2026

Subject:	Approve 2027-2028 Academic Calendar
Category:	Consent Items
Institutional Goal Supported:	
Recommended:	Sunita V. Cooke Ph.D. - Superintendent/President
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. AY27-28 Calendar_20260423_DRAFT (2) (1)

Background:

Board Policy/Administrative Procedure 4010, Academic Calendar, states that the superintendent/president will submit the Academic Senate-recommended academic calendar to the Board of Trustees for approval. Implementation will occur in the year following the next academic year.

Status:

The Academic Senate approved the attached academic calendar for 2027-28 on May 1, 2026, and it is now recommended for approval by the superintendent/president.

Recommended Action:

Approve the 2027-28 academic calendar, as recommended by the superintendent/president.

MiraCosta College

2027-2028 Academic Calendar : 16 Weeks

Summer 2027

Jun 7	**Summer Term Begins**
Jun 18	Juneteenth (Legal Observance)
Jul 5	Independence Day (Legal Observance)
Jul 30	**Summer Term Ends**

Fall 2027

Aug 9-12	Professional Learning (Flex)
Aug 13	All-College Day
Aug 16	**Fall Term Begins**
Sep 6	Labor Day (Legal Holiday)
Nov 11	Veterans Day (Legal Holiday)
Nov 22-27	Fall Break (No Classes)
Nov 25	Thanksgiving Day (Legal Holiday)
Nov 26	Campus Closed (Local Holiday)
Dec 11	**Fall Term Ends**
Dec 13	Professional Learning (Flex)
Dec 23	Campus Closed (Local Holiday)
Dec 24	Christmas (Legal Observance)
Dec 23-31	Campus Closed
Dec 31	New Years (Legal Observance)

Winter 2028

Jan 3	**Winter Term Begins**
Jan 17	Dr. Martin Luther King,Jr. Day (Legal Holiday)
Jan 28	**Winter Term Ends**

Spring 2028

Jan 24-28	Professional Learning (Flex)
Jan 31	**Spring Term Begins**
Feb 18	Lincoln Day (Legal Observance)
Feb 21	Washington Day (Legal Holiday)
Mar 27- Apr 1	Spring Break (No Classes)
Mar 31	Campus Closed (Local Holiday)
May 26	**Spring Term Ends**
May 26	Commencement
May 29	Memorial Day (Legal Holiday)

Summer 2027

June 2027

	S	M	T	W	Th	F	S
			1	2	3	4	5
1	6	7	8	9	10	11	12
2	13	14	15	16	17	18	19
3	20	21	22	23	24	25	26
4	27	28	29	30			

July 2027

	S	M	T	W	Th	F	S
					1	2	3
5	4	5	6	7	8	9	10
6	11	12	13	14	15	16	17
7	18	19	20	21	22	23	24
8	25	26	27	28	29	30	31

Fall 2027

August 2027

	S	M	T	W	Th	F	S
	1	2	3	4	5	6	7
1	8	9	10	11	12	13	14
2	15	16	17	18	19	20	21
3	22	23	24	25	26	27	28
	29	30	31				

September 2027

	S	M	T	W	Th	F	S
				1	2	3	4
4	5	6	7	8	9	10	11
5	12	13	14	15	16	17	18
6	19	20	21	22	23	24	25
7	26	27	28	29	30		

October 2027

	S	M	T	W	Th	F	S
						1	2
8	3	4	5	6	7	8	9
9	10	11	12	13	14	15	16
10	17	18	19	20	21	22	23
11	24	25	26	27	28	29	30
	31						

November 2027

	S	M	T	W	Th	F	S
12		1	2	3	4	5	6
13	7	8	9	10	11	12	13
14	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
15	28	29	30				

December 2027

	S	M	T	W	Th	F	S
				1	2	3	4
16	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	

15 16 16 15 16 15+1

82 Instructional Days

(includes 4 instructional Saturdays: 9/11, 10/9, 11/13, 12/11)

1 All-College Day | 5 Days of Flex

Winter 2028

January 2028

	S	M	T	W	Th	F	S
							1
1	2	3	4	5	6	7	8
2	9	10	11	12	13	14	15
3	16	17	18	19	20	21	22
4	23	24	25	26	27	28	29
1	30	31					

Spring 2028

February 2028

	S	M	T	W	Th	F	S
			1	2	3	4	5
2	6	7	8	9	10	11	12
3	13	14	15	16	17	18	19
4	20	21	22	23	24	25	26
5	27	28	29				

March 2028

	S	M	T	W	Th	F	S
				1	2	3	4
6	5	6	7	8	9	10	11
7	12	13	14	15	16	17	18
8	19	20	21	22	23	24	25
	26	27	28	29	30	31	

April 2028

	S	M	T	W	Th	F	S
							1
9	2	3	4	5	6	7	8
10	9	10	11	12	13	14	15
11	16	17	18	19	20	21	22
12	23	24	25	26	27	28	29
	30						

May 2028

	S	M	T	W	Th	F	S
13		1	2	3	4	5	6
14	7	8	9	10	11	12	13
15	14	15	16	17	18	19	20
16	21	22	23	24	25	26	27
	28	29	30	31			

15 16 16 16 15 15

83 Instructional Days

(includes 5 instructional Saturdays: 2/19, 3/11, 4/8, 4/29, 5/20)

5 Days of Flex

KEY

- Legal/Local Holidays (Campus Closed, No Classes)
- Non-class Days
- Summer Term
- Fall Term
- Winter Term
- Spring Term
- Fall/Spring Break
- Commencement
- Professional Learning (Flex)
- All-College Day
- Winter Term & Flex

DRAFT - Last updated 4/23/26 EL

MiraCosta Community College District Item Report

Item: VII.N.
Meeting Date: June 25, 2026

Subject:	Approve Futures Education Plan
Category:	Consent Items
Institutional Goal Supported:	Goal 1
Recommended:	Kristina Denée Pescarmona - Assistant Superintendent/Vice President - Instructional Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. MCC Ed Futures Plan Final Draft Board June 2026

Background:

In Fall 2024, the district began the process of creating a new 10-year Educational Futures Plan. Guided by the possibilities of what the college will be when celebrating its centennial in 2034, this plan lays out a high-level vision of the future of student learning and student support at MiraCosta College, incorporating Futures strategies and signals with a strong focus on remaining human-centered in the strategic capabilities presented in the plan. The planning process was guided by the Educational Futures Plan Task Force, a representative body charged with designing the methods of inquiry, input, feedback, and alignment for the plan. The Task Force established the planning framework, reviewed existing data on labor market trends, equity outcomes, and enrollment patterns, and designed the community engagement strategies that would drive the planning process.

In Fall 2025, the Task Force convened a series of open forums to deepen discussion of the emerging themes and gather additional input. The forums, along with a campus-wide survey of engagement, generated both affirmation of the emerging themes and recommendations for refinement. The Educational Futures Plan was approved by governance groups in spring 2026, with feedback from all groups reflected in the final draft.

Status:

The Board received a presentation on the themes and next steps for the Education Futures Plan at the May 2026 meeting.

Recommended Action:

Approve the Educational Futures Plan as modified.

2035 EDUCATION FUTURES PLAN

APRIL 2026 DRAFT

Preparing for MiraCosta College's Next Century

We envision a college community that centers rather than replaces human relationships. We recognize the impacts of technology and face the challenges and opportunities of advancing technology with a human-centered commitment.

Students, particularly students historically excluded from higher education, experience mentorship, guidance, and authentic care from faculty and staff who know them as whole people. Every student experiences a sense of belonging and the freedom to express themselves, with their identities and lived experiences recognized and valued.

Education Futures is not a strategic plan; it is an invitation to imagine, an aspiration. It is the collective voice of MiraCosta College's (MCC's) students, faculty, staff, administrators, and community partners, united in shaping what MCC will become. Grounded in nearly a century of service to North San Diego County, this plan looks forward to the next hundred years with intention, humility, and resolve.

The future is not a destination to be predicted but a landscape to be navigated. Through futures thinking methodology, the MCC community examined multiple scenarios to identify the capabilities that will serve students regardless of which future unfolds. The result is not a rigid prescription but a resilient framework, designed to provide coherence amid uncertainty and to position the college as a leader in equitable, adaptive education.

In practice, Education Futures is a roadmap for collective action: the alignment of efforts across the institution, the dissolution of traditional departmental boundaries, and the courage to reimagine how education is delivered, experienced, and valued. It honors the expertise of faculty, students, classified professionals, and community partners while calling everyone to think beyond ordinary structures and inherited assumptions.

As a Hispanic-Serving Institution in a region marked by both extraordinary opportunity and persistent inequity, MCC holds a particular responsibility. This plan recognizes that responsibility not as a constraint, but as a call to lead.

Imagine a college flexible enough to meet students wherever they are in life.
Imagine technology that deepens human connection rather than replacing it.
Imagine pathways to prosperity that are truly open to all.
Imagine education that builds lasting economic security for students and their families.

With the wisdom of our community and the courage to act, MCC will continue to deliver on its promise to uplift learners of all backgrounds in a rapidly changing world.

Introduction

Context & Rationale

In 2034, MiraCosta College will celebrate its centennial—one hundred years of service to the communities of North San Diego County. Founded in 1934 as Oceanside-Carlsbad Junior College, MCC has evolved alongside the region it serves, adapting to demographic shifts, economic transformations, and changing expectations of what higher education can and should provide. The centennial poses a question that this plan seeks to answer:

What will MiraCosta College be in its second century?

While MCC cannot predict the future, the college can prepare for it. The COVID-19 pandemic demonstrated with striking clarity that institutions investing in flexibility, adaptive infrastructure, and human-centered practices were better positioned to maintain their mission when the unexpected arrived. Education Futures applies that lesson forward, recognizing that technological disruption, climate instability, economic volatility, and political change will continue to reshape the landscape in ways both foreseeable and not.

Planning for Multiple Futures

Traditional strategic planning assumes a single, predictable future – typically one of continued growth. This assumption leaves institutions vulnerable when conditions shift. Education Futures takes a different approach, one grounded in the understanding that multiple plausible futures exist simultaneously and that wisdom lies in preparing for all of them. Guided by the "Four Alternative Futures" framework developed by Jim Dator at the University of Hawaii and refined through decades of application, MCC's planning process examined four archetypal scenarios:[1]

The Four Future Scenarios		
Scenario	**What It Looks Like**	**What It Asks of Higher Education**
Growth	Current trajectories continue and expand. Technology accelerates, prosperity spreads, innovation drives solutions	Scale to meet demand. Compete with new providers. Leverage AI while preserving human value.
Constraint	Resource limitations require adaptation within tighter boundaries. Funding shrinks; sustainability becomes paramount	Do more with less. Build partnerships. Serve students beyond geographic boundaries.
Collapse	Existing structures face significant disruption – climate disaster, economic crisis, erosion of trust in institutions	Become a community anchor. Address basic needs. Serve students with varied preparation seeking immediate value.
Transformation	Fundamental rules change entirely. New technologies and social structures emerge that are difficult to imagine from today's vantage point	Redefine credentials and what counts as learning. Embrace institutional risk-taking. Integrate education and work in new configurations. Lead with humanity and ethical purpose.

DRAFT

The value of this framework is not in predicting which future will arrive as multiple scenarios may unfold simultaneously or in sequence, but instead in identifying capabilities that remain essential across all of them.

Why 2035?
MiraCosta chose a ten-year planning horizon deliberately. It extends far enough to encourage genuinely transformative thinking beyond incremental adjustments to existing structures while remaining close enough that today's decisions will shape tomorrow's outcomes. The students who will graduate from MCC in 2035 are in elementary school today. The faculty and staff who will serve them are beginning their careers or have not yet entered the profession. The industries that will employ these graduates are being reshaped by forces only beginning to unfold. This plan is a vision for them.

Methodology

The Education Futures Plan was developed through an extensive, participatory process designed to engage the full college community (students, faculty, classified professionals, administrators, and community partners) in envisioning and planning for the college's future.

Education Futures Planning Process		
Phase	**Timeline**	**Activities**
Input	August–November 2025	Synthesizing input through All-Staff Day, campus forums, and direct committee engagement into thematic areas
Input Validation	November–December 2025	Validating themes through open forums and constituent presentations, as well as a survey distributed to participants
Output	January–March 2026	Synthesizing inputs into 1) a full report, 2) data analysis, 3) college-wide planning insights, and 4) web artifacts
Output Validation	April–May 2026	Validating and securing approval for the final Education Futures plan through the college governance process
Integration	June 2026+	Integration of Education Futures insights into college operations and ongoing planning processes through 2035

The Educational Futures Planning Task Force
The planning process was guided by the Education Futures Plan Task Force, a representative body charged with designing the methods of inquiry, input, feedback, and alignment for the plan. Beginning in November 2024, the Task Force established the planning framework, reviewed existing data on labor market trends, equity outcomes, and enrollment patterns, and designed the community engagement strategies that would drive the planning process.

All-Staff Day (August 2025)
During MCC's August 2025 All-Staff Day, the Task Force engaged approximately 350 faculty, staff, and administrators in scenario-based planning exercises. Participants analyzed each of the four future scenarios, examining their potential impacts on students, teaching and learning, support services, and institutional operations. Through facilitated small group discussions, participants developed "snapshots" of what MCC might look like in 2035 under each scenario, identifying both challenges to address and opportunities to pursue. This large-scale engagement exercise generated the initial observations that would be refined into the five strategic capability themes presented in this plan. These contributions, organized by theme and documented in the

Faculty and Staff Observations report, are available on the Education Futures website. They represent the collective wisdom of those who will ultimately bring this vision to life.

Campus-Wide Education Futures Forums (Fall 2025)
In fall 2025, the Task Force convened a series of open forums to deepen discussion of the emerging themes and gather additional input. Each forum focused on specific strategic capability themes and invited participants to respond to guiding questions including: *Who will our students be in 2035? How can we ensure we are creating just, equitable futures for our students? How will advancing technology impact our students and our work?* The forums generated both affirmation of the emerging themes and recommendations for refinement.

Governance Committee and Constituent Engagement Presentations (Fall 2025)
To ensure broad input across the institution, the Task Force delivered presentations to more than 25 governance committees, advisory groups, and stakeholder bodies:

Governance & Shared Decision-Making	Student & Community Engagement	Academic & Instructional Groups
Academic Senate, Classified Senate, College Council, Budget & Planning Committee, Long-Term Planning Committee, Administrative Committee, Institutional Program Review Committee, Diversity, Equity, & Cultural Competence Committee, and the Basic Needs Advisory	Associated Student Government (ASG), Foundation Board, San Elijo Advisory Groups, Fall 2025 Community Breakfast attendees	Academic Affairs Committee, Department Chairs, MiraCosta Online Educators, Technology Advisory Committee, Workforce Advisory Boards, Technology Career Institute, Community Learning Center, Student Services Leadership, Strong Workforce Advisory Group

Survey and Written Feedback
In addition to in-person engagement, the Task Force deployed an online feedback survey to gather written input from participants following forums and committee presentations. The survey asked respondents to describe the applicability of the Education Futures themes to their work, identify systemic inequities or "wicked problems" they wanted the plan to address, and recommend strategies for serving future students. Survey responses supplemented and reinforced themes emerging from in-person discussions.

Comprehensive Program Review Analysis
The Task Force also conducted systematic analysis of 100 Comprehensive Program Reviews spanning credit programs, noncredit programs, and division-level reviews across the college. Using AI-assisted extraction, the team processed nearly 6,000 text sections and catalogued approximately 7,000 performance metrics, over 3,200 equity and demographic data points, and nearly 3,000 partnership records documenting industry and community connections. This institutional data provided evidence-based insights into enrollment trends, student success rates, equity gaps, resource needs, and workforce alignment, grounding the Education Futures themes in the lived realities of MiraCosta's academic and support programs.

Centering Inclusion, Diversity, Equity, and Accessibility (IDEA) Throughout the Process
MiraCosta's commitment to creating a racially just campus climate is foundational to this plan. As a federally designated Hispanic-Serving Institution in a region where Latine students comprise 60% of the K-12 population, MCC holds particular responsibility to examine how

institutional structures, policies, and practices either advance or impede equity for the students the college is called to serve. This responsibility extends beyond demographic representation to encompass the transformation of systems that have historically produced disparate outcomes for Black, Latine, LGBTQ+, and other historically marginalized students, along lines of race, ethnicity, gender identity, sexual orientation, ability, socioeconomic status, immigration status, and other dimensions of identity.

Equity was not an afterthought in this planning process; it was operationalized at every stage. The Education Futures Task Force designed engagement activities to surface not only what MCC should do differently, but for whom current structures are not working and why. During All-Staff Day and subsequent forums, participants were invited to consider how each emerging theme advances MCC's commitment to removing barriers for disproportionately impacted groups, changing inequitable procedures and practices, creating environments where difference is honored, and ensuring all students experience belonging. This inquiry shaped both the strategic capabilities that emerged and the foundational values that accompany them.

Overview: Five Futures-Resilient Strategic Capabilities

In 2035 – a century after its founding – the college will continue to serve as a gateway to opportunity for the communities of North San Diego County, but the landscape of higher education, work, and community life will be fundamentally different than it is today. The forces of technological change, economic uncertainty, demographic shifts, and climate instability will reshape what students need and what institutions must provide. MiraCosta is committed to meeting that moment: an institution flexible in structure, human in connection, aligned with opportunity, integrated across disciplines, and anchored in community.

Five futures-resilient strategic capabilities will guide this transformation. These capabilities are not discrete silos; they reinforce and depend upon one another. In fact, for this vision to effectively serve students in 2035, the capabilities must intertwine to create purpose and focus on serving the whole student.

Strategic Capability Theme	Description
1. Develop Flexible, Responsive Educational Models	Transform how, when, and where education is delivered, removing the structural barriers that have historically excluded students from full participation
2. Center and Build Human Connection in the Era of Advanced Technology	Thoughtfully integrate emerging technologies to enhance the human relationships, mentorship, and guidance that define a quality and equitable education
3. Strengthen Industry Partnerships and Workforce Alignment	Create seamless pathways from education to economic opportunity, with intentional focus on connecting historically marginalized communities to sustainable careers
4. Foster Interdisciplinary and Human-Centered Skills Learning	Cultivate the critical thinking, creativity, and cross-disciplinary collaboration students need to thrive as humans, citizens, and workers in an automated economy
5. Expand Mission to Address Community Resilience and Student Wellbeing	Serve as a comprehensive community anchor that addresses the interconnected material conditions – food, housing, safety, and wellbeing – that make learning possible

Each capability is explored in depth in the following section, where they should be read through the equity lens that guided their development. Together, they represent not just a strategic framework but a vision for the institution MiraCosta aspires to become.

The Forces Shaping Our Future

The forces reshaping higher education are neither distant nor abstract; they are unfolding now, with implications that will intensify through 2035 and beyond. This section examines the social, technological, economic, environmental, and political (STEEP) trends that informed MCC's scenario planning process and shaped the five strategic capabilities identified through campus-wide engagement. Each trend connects directly to the strategic capabilities MiraCosta will need to thrive in 2035 and beyond.

Social Trends

Demographic Shifts & Changing Student Populations

Nationally, community colleges face dramatic demographic shifts and changing student populations. High school graduates peaked in 2025, and experts project a decline by nearly half a million students by 2041.[2] The racial/ethnic composition is growing more diverse, with Latine and multiracial students increasing while other groups shrink. College-going rates have fallen from 66% in 2012 to 62% in 2022, marking the first sustained decline in decades. Meanwhile, the dual enrollment population has nearly doubled, now comprising 21.7% of total community college enrollment nationwide.

At MiraCosta: In line with national trends, MCC has experienced both declining enrollment and increasing diversity in both student demographics and in enrollment patterns over the last decade. Between 2016-2017 and 2024-2025, MCC's enrollment declined by 14.8% while enrollment among Latine students increased by 15.8%.

Today, more students are enrolling via dual enrollment and in noncredit courses: Between 2021-2022 and 2023-2024, the number of unduplicated students enrolled in MCC dual enrollment CTE courses grew by 158.3% from 84 to 217. In 2024-2025, unduplicated dual enrollments grew again by 57.6% over the previous year.

These trends are particularly significant for MCC, where Latine students comprise 60% of the K-12 population in the colleges service area.[3]

Mental health concerns have also emerged as a defining characteristic of today's students, with nearly one-third citing feeling "mentally burnt out" as their primary reason for not enrolling.[4] Notably, 73% of students experienced challenges with food, housing, mental health, transportation, internet access, or childcare in 2023-24.[5]

Regional Context: Two out of every three students in California's community college system report experiencing at least one basic needs insecurity with students across the San Diego/Imperial region reporting significant food insecurity (42%), housing insecurity (57%), and homelessness (21%). Rates of basic needs insecurities are significantly higher among

These demographic realities underscore why MCC's first strategic capability, ***developing flexible, responsive educational models***, must address the diverse needs of an increasingly varied student body.

Changing Learner Expectations

Today's students demand educational experiences fundamentally different from traditional models, with flexibility and career relevance as paramount priorities.[6] While quality of education remains students' top consideration at 42%, flexible classes and online options rank second at 36%, and financial aid options third at 35%.[7] Indeed, 52% of prospective students report they would consider enrolling in degree programs if universities offered flexible learning options such as on-demand, online, part-time, weekend, or accelerated formats.[8]

Students increasingly prioritize practical outcomes over traditional credentials: spring 2024 saw nearly 10% growth in graduate certificate enrollments and nearly 4% growth in undergraduate certificates, reinforcing that learners are choosing credentials with high return-on-investment.[9]

These learner expectations align directly with MCC's scenario planning conversations, where faculty and staff consistently envisioned 2035 students as "freedom seeking," "career focused," and "wanting human connection" while also being "AI-savvy" and expecting clear return on their educational investment.

The Evolving Workforce Landscape

A persistent disconnect exists between educational institutions and employers; while 80% of educators believe their colleges produce graduates ready for work, only 62% of employers agree.[10] Further, the nature of work itself is evolving, with 58% of the workforce needs new skills to perform their current jobs,[11] apprenticeships more than doubling from approximately 317,000 to 640,000 over the past decade,[12] and growing emphasis on skills like management, interpersonal communication, and emotional intelligence alongside technical competencies.[13]

In San Diego County, professional and business services, educational services, health care, and leisure and hospitality sectors are projected to drive 62% of all nonfarm job growth,[14] the imperative is clear: institutions must forge stronger partnerships with local employers, continuously update curricula to reflect technological changes, and provide both technical training and the essential human skills that complement automation rather than compete with it. This imperative directly informed the college's third strategic capability: ***strengthening industry partnerships and workforce alignment***.

Technological Trends

Artificial Intelligence & Advanced Technologies

Artificial intelligence is fundamentally reshaping higher education instruction and operations, with profound implications for both efficiency and equity. AI represents an "industrial revolution moment" comparable to the introduction of the internet. According to the World Economic Forum, 94% of U.S.

What Students Are Saying About AI: San Diego State University administered a survey on AI to over 100,000 students, faculty, and staff across the country, finding that 57.5% of students expect AI to play a significant role in their future careers but 81.7% report significant concerns about AI's impact on their future job security.

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firms expect AI and information processing technologies to transform their operations between 2025-2030.[15]

The California Community Colleges Chancellor's Office established the Digital Center for Innovation, Transformation and Equity in 2024 to bring generative AI advances into the nation's largest higher education system while working to prevent an AI digital divide among the system's 2 million students.[16]

MCC's Approach: MiraCosta began offering the state's first Associate of Science in Artificial Intelligence in academic year 2024-25, demonstrating the college's responsiveness to rapidly evolving workforce demands.

In May 2025, MCC's Academic Senate approved a resolution on artificial intelligence in teaching and learning (R 1-25). This resolution establishes the faculty's commitment to human-centered AI integration, asserting that technology should enhance rather than replace human agency, creativity, and learning while prioritizing equity, social justice, and environmental stewardship over efficiency and profit.

Currently, 86% of college students are already using AI in their academic work, yet 77% of higher education administrators, faculty, and trustees report their institutions are not ready for generative AI.[17] This readiness gap explains why MCC's campus conversations consistently emphasized the need to "***center human connection in the era of advanced technology***" – the college's second strategic capability – while ensuring equitable access to AI tools and training.

Economic Trends

Funding Realities

California community colleges face a challenging funding environment. The 2025-26 Governor's Budget proposes $14.8 billion in Proposition 98 funding for the system, representing a 6.1% increase over 2024-25.[18] However, these increases follow years of budgetary instability to balance Proposition 98 obligations amid declining state revenues.[19]

Financial pressures are intensifying as federal stimulus has ended and state healthcare costs compete for education funding.[20] These fiscal realities informed MCC's scenario planning across all four futures where participants consistently identified the need for diversified funding models, stronger community partnerships, and operational efficiencies that protect core educational functions.

Local Innovation: MiraCosta's successful passage of Measure MM in 2016 demonstrates that local funding diversification can generate substantial community investment, a model that may become increasingly essential as state funding volatility continues.

Labor Market & Credentialing Shifts

Skills-based hiring is accelerating as employers question whether degrees reliably indicate workforce readiness.[21] The World Economic Forum estimates 61% of U.S. workers will require upskilling or reskilling between 2025-2030.[22] Nationally, certificate completions continue to rise while associate degree completions decline, signaling a sustained shift toward shorter, workforce-focused credentials.[23]

In San Diego County, persistent equity gaps related to age, gender, and race/ethnicity emphasize the need for targeted interventions that connect disproportionately impacted communities to high-wage career pathways.[24] These dynamics reinforce why MCC's scenario planning participants emphasized ***micro-credentials, competency-based education, and flexible pathways developed in partnership with industry partners*** as essential components of the college's first and third strategic capabilities.

Environmental Trends

Climate Change & Institutional Sustainability

The California Community Colleges Board of Governors has mandated ambitious decarbonization targets, requiring campuses to achieve 100% emissions elimination by 2035, a decade ahead of California's statewide 2045 carbon neutrality goal.[25] For MCC, these pressures intensify given California's projections of nearly one foot of sea level rise by 2050 will increase coastal flooding frequency and affect coastal infrastructure.[26, 27]

Local Context: MiraCosta's San Elijo campus operates under California Coastal Commission permit conditions, adding a layer of regulatory complexity to climate adaptation planning that will intensify as coastal pressures mount.

MiraCosta's coastal location positions the college at the intersection of North County San Diego's emerging green and blue economies, encompassing clean energy, climate resilience, ocean science, and coastal industries. MCC's own Teal Jobs Report projects over 6,000 green job openings and over 1,500 blue job openings in the region through 2029, representing a significant opportunity to align workforce pathways with the sectors that will define the region's economic and environmental future.[28]

These climate disruptions create both operational challenges and opportunities: community colleges are uniquely positioned to develop the climate-ready workforce needed for California's green economy transition. MiraCosta's fifth strategic capability, ***expanding the college's mission to address community resilience***, recognizes that the institution's role as a community anchor extends to environmental stewardship and climate preparedness.

Political Trends

Policy Volatility

California community colleges operate within an increasingly volatile policy landscape. Community colleges now face "wide policy swings that take place with court rulings and changing administrations" on issues ranging from Title IX interpretation to student aid delivery, requiring "multiple rounds of significant changes in institutional policy and practice" just to maintain compliance.[29] The federal administration's actions in 2025 disrupted federal education oversight and program management functions, creating uncertainty about financial aid delivery and requiring unprecedented agility to respond in a constantly evolving landscape.

At the state level, California's budget volatility compounds these challenges, with the 2024-25 fiscal year addressing a $38-68 billion shortfall.[30] Community college funding remains vulnerable to revenue volatility and competing K-12 priorities, particularly with proposals to reapportion Transitional Kindergarten funding that could redirect $492 million away from community colleges over three years.[31, 32]

Privatization & Competition
The privatization of higher education functions has accelerated dramatically, creating new competitive pressures for community colleges. The pandemic catalyzed a shift toward reliance on private digital infrastructure, with the "vast majority of U.S. public colleges and universities that offer online education programs or courses now rely[ing] on external companies" including online program managers, learning management systems, and for-profit partnerships.[33] These arrangements frequently proceed without meaningful faculty oversight.

Beyond technological privatization, community colleges face intensifying competition from private credentialing providers, skills-based hiring platforms, and employer-sponsored training programs that bypass traditional educational pathways entirely. According to a 2024 study by the Institute for College Access and Success, approximately 62% of community college students who transfer to out-of-state institutions from California enroll in for-profit colleges.[34] These institutions often have significantly lower completion rates and higher student loan default rates compared to non-profit alternatives. The same study found that students who transfer to for-profit institutions accumulate, on average, 65% more student debt than those who transfer to non-profit institutions, while experiencing employment outcomes that are 23% less favorable in terms of job placement and starting salaries. This pattern represents not only a missed opportunity for MCC but also potentially harmful outcomes for students.

Social & Political Polarization
Higher education has become deeply embedded in America's culture wars, with trust in colleges and universities reaching historic lows. Recent polling reveals that 70% of U.S. adults believe colleges and universities are "generally going in the wrong direction." This figure is up sharply from 56% in 2020 and now represents a rare area of bipartisan concern with 77% of Republicans and 65% of Democrats expressing dissatisfaction, albeit for fundamentally different reasons.[35]

Community colleges typically enjoy broader and more bipartisan support than four-year universities yet remain affected by the same cultural tensions.[36] Only 20% of registered voters express “a great deal” of trust in public colleges and universities.[37]

Looking Ahead
The trends examined in this section are not isolated forces but instead interact and amplify one another in ways that defy simple prediction. Demographic shifts intersect with technological change; economic pressures compound political instability; environmental challenges reshape both operations and curriculum. This complexity is precisely why MCC adopted a scenarios-based approach to strategic planning, recognizing that building institutional resilience requires preparing for multiple possible futures rather than betting on a single forecast.

The five strategic capabilities that emerged from campus-wide engagement represent MCC's response to these converging pressures. Rather than predicting which future will materialize, these capabilities position MCC to thrive across the full range of possibilities, from growth to constraint, from transformation to collapse. The following section describes each capability in detail, grounded in the insights of faculty, staff, students, and community partners who will ultimately bring this vision to life.

Long-Term, Futures Resilient Strategic Capabilities

The five strategic capabilities outlined in this section emerged consistently across all four future scenarios, suggesting their importance regardless of which future materializes. These capabilities are not discrete silos; they reinforce and depend upon one another. Each must be read through the equity lens that guided their development: advancing MCC's commitment to removing barriers, changing inequitable practices, creating inclusive environments, and ensuring that all students experience belonging.

Guiding Inclusion, Diversity, Equity, and Accessibility (IDEA) Principles

The following principles should guide implementation of all strategic commitments. They are grounded in MCC's established commitment to racial justice and reflect values articulated by faculty, staff, and students throughout the planning process.

- ***Race-conscious analysis*:** Policies and practices that appear neutral often reproduce existing inequities. Race-conscious analysis is not bias; it is a tool for seeing clearly, naming disparities honestly, and acting justly.
- ***Structural transformation over individual accommodation*:** Equity must be implemented at the institutional level through the systems, policies, and practices that shape every student's experience, rather than left to individuals to navigate on their own. When students struggle, the first question should be what barriers the institution has created, not what deficits students possess. Supporting each student as a whole person and transforming institutional structures are not competing priorities; both are essential, and this commitment must be reflected in how MCC prioritizes funding, staffing, and capacity for the systemic changes this plan calls for.
- ***Outcomes understood broadly*:** Good intentions are insufficient; progress must be assessed through both quantitative measures (disaggregated completion, employment, and earnings data) and qualitative dimensions of student experience, including belonging, identity affirmation, cultural connection, and students' own descriptions of their growth and transformation. Student narratives and qualitative evidence are not supplementary context for numbers, but should be considered primary evidence in institutional decision-making, honoring the ways of knowing of the communities we serve and recognizing that the most important dimensions of educational equity are often precisely those that resist reduction to a metric. What can be counted is not always what counts.
- ***With, not for*:** Students and communities most affected by inequity must be partners in designing solutions, not passive recipients of institutional decisions. Sharing power means more than inviting input; it means relinquishing decision-making authority to those who have historically been excluded from it, centering their expertise, and building structures where their voices carry real institutional weight. This includes how MCC collects and uses data: information about students and communities should not be used to label or sort, but to liberate, surfacing where the MCC has fallen short and directing resources toward justice.
- ***Access as foundation, belonging as essential: every student welcomed, seen, and valued*:** Equitable access to resources, technology, opportunity, and support is necessary but insufficient. Students bring rich cultural identities, languages, and ways of knowing that must be welcomed, seen, and valued in every aspect of institutional life. Students thrive when they belong; belonging must be actively cultivated, not assumed. The composition of MCC's faculty and staff is inseparable from this principle: who we hire, how we support employees from historically marginalized communities, and whether students see themselves reflected in the people who teach and serve them are not peripheral human resources concerns but are core equity commitments that shape student belonging, identity affirmation, and success.

Theme 1: Develop Flexible, Responsive Educational Models That Advance Teaching and Learning

MiraCosta College will transform how, when, and where education is delivered, creating pathways that adapt to students' lives rather than demanding students adapt to institutional structures. Recognizing that rigid schedules and formats exclude many of the students community colleges are meant to serve, MCC will build the capacity to meet learners where they are. In practice, this may include reimagined course lengths and scheduling patterns, expanded recognition of learning that occurs outside traditional classrooms (through models that value both community knowledge and wealth as well as industry credentials), streamlined pathways to credentials, and entry and exit points that accommodate the realities of working adults, parents, and caregivers. This conversation should be framed around ensuring quality, access, and engagement that best serves and educates learners while understanding the increasing environmental demands on their time. ***Theme 1 Capability Areas include:***

- Deliver education through varied timeframes and formats that recognize diverse student schedules and life circumstances while cultivating quality, meaningful and communal student learning.
- Center the value of intentional in-person learning and community-building as necessary to support the growth of the whole student.
- Enable students to enter, pause, and resume their education based on their own timelines
- Validate knowledge and skills acquired outside traditional academic settings through culturally responsive, Universal Design for Learning-informed assessment of prior learning, recognizing that diverse communities bring expertise and ways of knowing that traditional credentialing systems have historically failed to honor
- Respond nimbly to emerging workforce needs through streamlined curriculum processes
- Reduce time-to-completion through accelerated and alternative pathways
- Commit to design and develop teaching and learning environments (in-person, online and blended) centered on serving and supporting the whole student as a learner, with respective to delineating the unique learning and andragogy that happens in these environments.
- Refocus conversations to rebalance access in alignment with quality learning and success.

Equity Imperative: Pursuing greater flexibility is not about improving customer service or enhancing institutional convenience; it is instead about who higher education was designed for and who has been excluded as a result. Traditional structures such as the 16-week semester, the daytime schedule, and the assumption of full-time availability reflect the circumstances of students with financial stability and freedom from work and/or caregiving responsibilities. Black, Latine, and LGBTQ+ students, working parents, students with disabilities, adult learners, students from low-income backgrounds, undocumented students, and other historically marginalized communities continue to encounter institutional structures designed without them in mind. MCC's mission demands more than acknowledging these gaps; it demands that the college dismantle these rigid structures. MCC's charge is to ensure that every structural transformation in how education is delivered expands genuine access and opportunity for the students whom rigid institutional design has historically left behind.

Theme 2: Center and Build Human Connection in the Era of Advanced Technology

MiraCosta College will thoughtfully assess and integrate artificial intelligence and emerging technologies while strengthening human relationships, mentorship, and guidance that define quality education. Technology will enhance rather than replace human connection, and all students will be prepared to thrive in an increasingly automated world. This work may involve building AI and digital literacy across the institution, leveraging technology to personalize support while preserving meaningful human guidance, developing frameworks to evaluate tools for bias and accessibility, and ensuring that technological

advancement does not deepen existing divides. ***Theme 2 Capability Areas include:***

- Build AI and digital literacy among faculty, staff, and students while developing frameworks for thoughtful integration
- Leverage technology to enhance personalization and support while preserving human guidance and mentorship
- Develop sustainable infrastructure and funding models for emerging technologies that address the full range of access barriers students face, including device availability, broadband connectivity, and digital literacy, ensuring that technology adoption does not deepen existing inequities
- Embed accessibility-by-design and Universal Design for Learning principles into all technology adoption and digital learning environments, ensuring that tools, platforms, and content meet the needs of students with disabilities and the full range of learner variability from the outset rather than as an afterthought
- Build institutional capacity to evaluate technologies for algorithmic bias, racial bias, and cultural relevance before adoption, ensuring AI systems do not replicate or amplify existing patterns of discrimination against historically marginalized communities
- Prepare students to critically evaluate information from any source, including AI-generated content, media, and digital platforms, developing the discernment needed to assess credibility, bias, and trustworthiness in an era of information abundance

Equity Imperative: The human relationships at the center of education are not amenities to be preserved despite technological change; they are the foundation of equitable education. For Black, Latine, LGBTQ+, first-generation students, and other historically marginalized students navigating institutions that were designed to exclude them and that continue to present structural barriers to their full participation, authentic connection with faculty and staff who recognize their potential can be transformative. These relationships communicate belonging in ways that no algorithm can replicate. Technology should be evaluated by whether it deepens the college's capacity for relationship or diminishes it. At the same time, the institution must attend to who has access: AI systems can perpetuate discrimination when deployed without scrutiny, and digital tools adopted without attention to access can create new divides along familiar lines of race, income, ability, and geography. MCC's charge is to ensure that technological advancement expands opportunity and connection for those who have been historically marginalized.

Theme 3: Strengthen Industry Partnerships and Workforce Alignment

MiraCosta College will deepen engagement with employers to create seamless pathways from education to economic opportunity. As a Hispanic-Serving Institution, MCC will ensure that industry partnerships become vehicles for mobility and wealth-building in historically marginalized communities, preparing students for careers that provide family-sustaining wages and long-term stability. Strengthening these partnerships may include expanding work-based learning opportunities such as internships and apprenticeships, engaging industry professionals as instructors and mentors, developing systems to track graduate outcomes, and building supportive transitions from education to employment. ***Theme 3 Capability Areas include:***

- Deepen employer engagement in curriculum development and program design, moving toward co-leadership models in which industry partners serve as active contributors to shaping the knowledge, skills, and abilities graduates need, rather than passive reviewers of faculty-developed curriculum[38]

- Connect industry-focused knowledge, skills and abilities with human-centered skills aligned to core competencies for deeper satisfaction in work and life
- Expand work-based learning opportunities including paid internships, apprenticeships, and applied research
- Develop entrepreneurship pathways that prepare students to create economic opportunity for themselves and their communities, with particular attention to students from historically marginalized communities for whom self-employment and small business ownership can be powerful vehicles for wealth-building
- Develop systems for tracking graduate employment outcomes, disaggregated to reveal and address disparities
- Create supportive transitions from education to employment or transfer, including professional network development
- Engage diverse industry professionals as instructors, mentors, and partners who reflect the communities MCC serves, prioritizing relationships with employers whose practices align with MCC's values of equity, inclusion, and economic dignity for all workers
- Design work-based learning opportunities with the full complexity of students' lives in mind, removing barriers related to scheduling, transportation, and caregiving responsibilities so that student parents and others with significant outside obligations are not systematically excluded from experiential learning
- Expand noncredit workforce pathways as accessible, low-barrier entry points to industry credentials, recognizing that short-term programs serve the real and immediate economic needs of students from disproportionately impacted communities and can function as both standalone outcomes and bridges to further education

Equity Imperative: Persistent gaps in employment outcomes and wealth accumulation for Black, Latine, LGBTQ+, and other historically marginalized communities along lines of race, gender, sexual orientation, ability, and socioeconomic status, reflect not individual deficits but systemic barriers to networks, mentorship, and opportunities that are often invisible to those outside privileged circles. MCC's industry partnerships must actively interrupt these patterns by connecting students from disproportionately impacted communities to sustainable careers across the full range of disciplines the college serves, recognizing that economic opportunity takes many forms and that every pathway deserves the same intentional investment and institutional support. This includes removing the full range of barriers that exclude students from work-based learning opportunities, including transportation, housing instability, technology access, unpaid labor, and inflexible schedules, and recognizing that these material conditions fall disproportionately on Black, Latine, and other students of color, LGBTQ+ students, low-income students, students, with disabilities, and others navigating the compounding effects of structural inequity. As a Hispanic-Serving Institution, MCC commits to ensuring that industry pathways are genuinely accessible to undocumented students and others who face legal, financial, and systemic barriers. Serving these students with the same intentionality and institutional courage we bring to all others is not a peripheral commitment; it is central to what it means to be an HSI. MCC's charge is to ensure that every industry partnership becomes a vehicle for economic mobility, wealth-building, and dignity for students from historically marginalized communities.

Theme 4: Foster Interdisciplinary and Human-Centered Skills Learning

MiraCosta College will prepare students with the broad, collaborative capabilities that break down silos and integrate across disciplines. Grounded in MCC's Core Competencies

and high-impact practices including common intellectual experiences and learning communities, MCC will cultivate critical thinking, creativity, and the ability to work across differences – skills technology will struggle to replicate. This capability may be realized through cross-disciplinary programs and learning experiences, problem-based curricula centered on complex community challenges, integration of humanistic perspectives throughout workforce programs, robust co-curricular programming that extends interdisciplinary learning beyond the classroom, and structures that elevate student voice in shaping their education. ***Theme 4 Capability Areas include:***

- Center problem-based learning on complex challenges facing communities, including issues of racial, economic, and environmental justice
- Develop cross-disciplinary programs and learning experiences that span traditional departmental boundaries
- Partner with community organizations, cultural institutions, and local movements to create interdisciplinary learning experiences rooted in the lived realities of North San Diego County, positioning students as active contributors to community problem-solving rather than passive recipients of instruction
- Cultivate human-centered skills including critical thinking, creativity, collaboration, and communication in ways that are culturally humble, affirming, and grounded in Universal Design Learning principles, ensuring that Black, Latine, and other students of color, LGBTQ+ students, students with disabilities, adult learners, English language learners, and other historically marginalized communities see their identities, experiences, and ways of knowing reflected and valued in how these skills are taught and assessed
- Expand co-curricular learning as an intentional site of interdisciplinary and human-centered skills development, recognizing that student clubs, cultural programming, campus events, service learning, and student leadership opportunities are not supplementary to education but are often where students develop their deepest capacities for collaboration, civic engagement, and identity affirmation

Equity Imperative: As technology reshapes the economy, narrowing education to immediately marketable technical skills undermines MCC's Core Competencies and the broad foundation of learning every student deserves regardless of pathway. The historical separation of "academic" from "vocational" education has tracked students along lines of race and class, disproportionately limiting Black, Latine, and other historically marginalized communities to technical training while reserving a liberatory education for those already privileged by the system. The stakes of this division are not equal for all students. MCC students bring a wealth of knowledge, lived experience, and ways of knowing that are central to their education. This approach creates the conditions for that knowledge to be recognized and built upon. When students engage with complex, real-world challenges across disciplines, their cultural perspectives, community histories, and diverse ways of reasoning become intellectual strengths that enrich the learning of everyone in the room. A college that narrows its curriculum to technical training alone sends an unmistakable message about whose full humanity it is prepared to honor. MCC's charge is to ensure that every student, regardless of pathway, receives an education that honors their full humanity, affirms their identity, and prepares them to thrive as workers, citizens, and people.

Theme 5: Expand Mission to Address Community Resilience and Student Wellbeing

MiraCosta College will serve as a comprehensive community anchor, recognizing that educational equity cannot be achieved when students lack food, housing, healthcare, and safety. MCC will address the interconnected challenges facing students and the broader community, recognizing that hunger, housing insecurity, and financial instability are not individual circumstances but the consequences of systemic inequities that higher education must actively work to counter. Expanding this capacity may involve deepening partnerships with community organizations, strengthening institutional support for students' basic needs, developing family and inter/multi-generational learning models, and exploring funding approaches that reduce barriers to access. ***Theme 5 Capability Areas include:***

- Strengthen partnerships with community organizations, particularly those serving marginalized populations, following the lead of those already trusted by communities
- Expand institutional capacity to support students' basic needs, including food security, housing stability, childcare, mental health, and transportation, understanding that meeting these needs is not supplemental to the educational mission but is foundational to student retention, persistence, and completion – particularly for students from historically marginalized communities
- Position MCC as a community resource and refuge, particularly during times of crisis
- Develop family and inter/multi-generational learning models that honor cultural values prioritizing community and intergenerational connection
- Advance campus sustainability and environmental stewardship as dimensions of community resilience, developing curriculum and partnerships that prepare students for careers in California's green and blue economies
- Pursue diversified and sustainable funding for basic needs support, and advocate at the local, state, and federal levels for policies that address the root causes of student economic insecurity, recognizing that MCC's commitment to equity requires both meeting immediate needs and working toward the systemic conditions in which those needs are less pervasive

Equity Imperative: Basic needs insecurity is a structural barrier rooted in systemic racism, economic inequality, immigration policy, housing discrimination, and historic underinvestment in marginalized communities. It falls disproportionately on Black, Latine, and other students of color, LGBTQ+ students, undocumented students, justice-impacted students, students with disabilities, and other historically marginalized communities MCC is committed to serving. When students are hungry, housing insecure, or unable to afford childcare, they cannot fully engage in their education – not because they lack motivation, but because survival demands their attention. MCC takes institutional responsibility for addressing these conditions as preconditions for learning, retention, and completion. This work requires authentic partnership with community organizations already trusted by marginalized communities, recognizing that the college cannot and should not attempt to meet every need alone. MCC's charge is to ensure that no student's ability to learn is compromised by unmet basic needs, and that the college's resources, partnerships, and advocacy are consistently directed toward the structural conditions that make equitable education genuinely possible.

Areas of Impact: Building Just, Equitable, and Sustainable Futures

As MiraCosta College approaches its centennial in 2035, the strategic capabilities outlined in this plan point toward five interconnected areas of impact – dimensions of college life where transformation will be felt most directly by students, employees, and the communities MCC serves. These areas of impact are not defined by metrics alone, but by the quality of experience we create for every person who encounters our college. MiraCosta's commitment to racial justice is inseparable from this futures work; we cannot build a resilient institution without also building a racially just one. The strategic capabilities outlined in this plan are not ends in themselves; they are means toward building an institution where students, employees, and community members thrive.

Areas of Impact

An Institution of Radical Welcome. We envision a college where every learner, regardless of age, circumstance, or background, finds entry points that adapt to meet them rather than demanding they adapt to meet the institution. Students experience education that adapts to meet them rather than demanding they adapt to meet the institution. Black, Latine, and LGBTQ+ students, working parents, returning adults, first-generation students, dual enrollment learners, students with disabilities, undocumented students, and others who have been structurally excluded from traditional academic models encounter pathways designed with their lives in mind and that honor their time, validate their prior knowledge through culturally responsive assessment, and accommodate their responsibilities. Our commitment to serving as a Hispanic-Serving Institution is reflected not only in who we enroll, but in how deeply students see themselves in our curriculum, our spaces, and our people.

A Culture of Meaningful Connection. We envision a college where technology amplifies rather than replaces human relationships. Students experience mentorship, guidance, and authentic care from faculty and staff who know them as whole people. Every student experiences a sense of belonging and the freedom to express themselves, with their identities and lived experiences recognized and valued. Employees collaborate across traditional boundaries, finding purpose in shared work toward student success. Even as AI transforms how we teach, learn, and operate, human connection remains the foundation of our educational mission – the irreplaceable element that distinguishes a MiraCosta education. We will remain vigilant against algorithmic bias and digital inequity in all its forms – from the racism embedded in AI systems to the material barriers of devices and broadband access – and will apply accessibility-by-design principles across all technology adoption to ensure that advancement expands rather than restricts opportunity for historically excluded communities.

A Community of Continuous Learning. We envision a college where curiosity drives innovation and where the institution models the lifelong learning it cultivates in students. Faculty and staff engage in ongoing professional growth, experimenting with new pedagogies and technologies and deepening cultural competence, equity-minded practice, and anti-racist pedagogy. Curriculum evolves responsively as workforce needs shift, and interdisciplinary collaboration becomes the norm rather than the exception. Students develop not just disciplinary

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knowledge, but the adaptability, critical thinking, and creativity necessary to navigate careers that do not yet exist.

A Pathway to Economic Dignity. We envision a college where education translates directly into economic mobility and wealth-building for students and their families. Industry partnerships create seamless transitions from classroom to career, with particular attention to connecting historically marginalized communities to high-wage fields and the tools to build lasting wealth on their own terms. Students graduate not only with credentials, but with professional networks, work experience, and the financial literacy to build lasting security. The college measures its success not by completion rates alone, but by the economic trajectories of its graduates and the achievement of employment and pay equity for all graduates.

An Anchor of Community Resilience. We envision a college that serves as a stabilizing force for the region through whatever future emerges. When crises arise, MCC stands ready as a resource and refuge for the community. Students' basic needs are addressed as a precondition for learning, not an afterthought. MiraCosta holds itself responsible for the material conditions that make learning possible, from food and housing to childcare and safety, because these conditions disproportionately affect Black, Latine, LGBTQ+, undocumented, and other historically marginalized communities the college is called to serve. We envision a campus that models environmental stewardship, reducing its own footprint while preparing students for careers in California's growing green and blue economies. As climate instability intensifies, MCC will serve as a regional resource for climate preparedness, connecting sustainability education to the communities most vulnerable to its impacts. As a Hispanic-Serving Institution, we will challenge and work to dismantle systems of oppression while building the infrastructure for community wellbeing and we will use our voice as a public institution to advocate for the local, state, and federal policies that make equitable education genuinely possible.

Our Path Forward

Education Futures is not an endpoint but a beginning. This plan establishes strategic direction; the work of implementation belongs to the MiraCosta community in the years ahead.

Beginning in 2026, the college will convene communities of practice around each of the five strategic capabilities. These working groups will bring together faculty, classified professionals, administrators, students, and community partners to translate strategic direction into concrete initiatives, pilot new approaches, assess what works, and share learning across the institution. Communities of practice will operate with the same participatory ethos that shaped this plan, honoring the expertise of those closest to the work while maintaining accountability to the equity foundations that guide each capability. While each community of practice is organized around a specific strategic capability, the five themes are not intended to operate in isolation. Alignment across themes is essential, and communities of practice will be expected to identify connections, share learning, and collaborate where their work intersects.

Progress will be documented and shared through the Education Futures website. The website will house implementation updates and opportunities for ongoing engagement. Transparency is not incidental to this work; it is essential. The MiraCosta community deserves to see how strategic commitments translate into action and to hold the institution accountable when they do not.

The forces shaping higher education will continue to evolve in ways both foreseeable and not. New technologies will emerge. Economic conditions will shift. Political landscapes will change. This plan does not presume to have anticipated every challenge or opportunity the next decade will bring. What it offers instead is a framework for navigating uncertainty together, grounded in equity, guided by community voice, and resilient by design. Together, we will continue building a college worthy of serving our community for the next century.

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DRAFT

Appendix A:
Education Futures Forum #1: October 16, 2025, 1-2pm

Attendance: 23 faculty, staff, and administrators

Topic: Theme #1 – Develop Flexible, Responsive Educational Models

Who will our students be in 2035?

How can we ensure we are creating just, equitable futures for our students?

- Engage faculty and staff now to prepare
- Continue to hire diverse faculty and staff
- Not tiptoeing around critical current issues
- Dismantle systems that have historically and disproportionately impacted students
- Hold ourselves accountable by measuring progress towards equitable goals
- Don’t keep information about decision-making at the top. Bring folks in from the beginning. And be flexible with decision making. Just because we start something doesn’t mean we have to finish it.
- Make decisions and set priorities from the ground up and push back hierarchical initiatives and ideas imposed by outside professional developers and consultants
- Center the student voice
- Create an equitable future for Associate Faculty
- Build it with our students and not for them
- Changing the future means accepting the need to change established processes
- Keep relevant data available and on agendas
- Responsible access and engagement to a changing world by building human community that created a support network of students, staff, and faculty in person, not just in the cyber world

Appendix A:
Education Futures Forum #1: October 16, 2025, 1-2pm

What Careers and Jobs will Help our Communities Thrive?

Discussion – Key Attendee Recommendations:

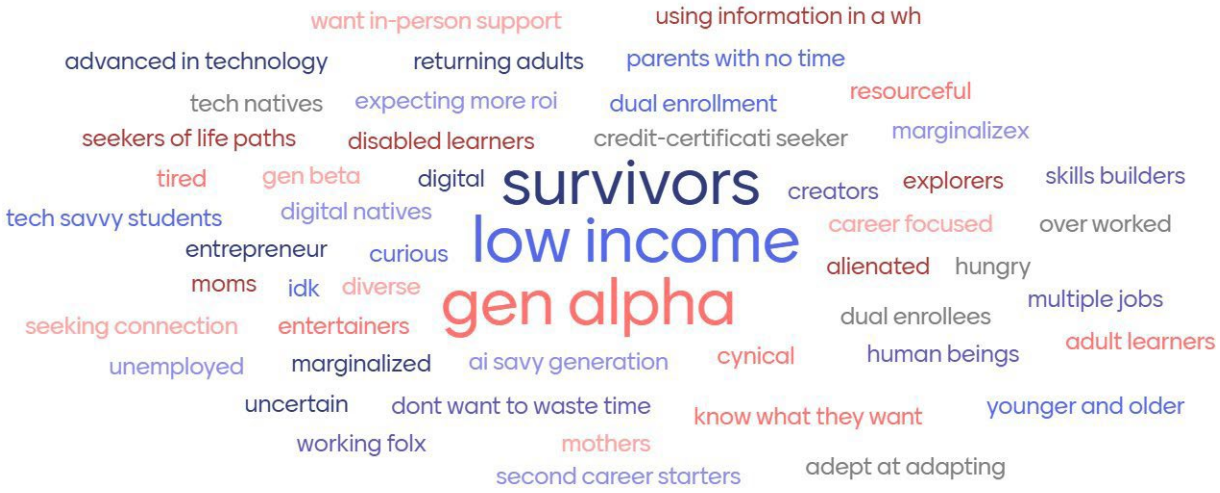
1. Change "Faculty and Staff-Generated Recommendations" to "Faculty and Staff Observations" as some all-staff day attendees felt the conversations were too casual to be considered formal recommendations for the plan
2. MCC offers programs that are societally valuable and necessary, but perhaps not especially lucrative (such as child development, construction, etc.). Attendees had two recommendations: 1) Consider making those programs free to students, and 2) consider pairing entrepreneurship and business skills development with these programs to support students who wish to own their own business in such fields
3. Consider the role of the college in preparing students for careers in an era of AI. If AI meets the skill/knowledge/training need, does college train the human need?

Appendix B:
Education Futures Forum #2: October 30, 2025, 1-2pm

Attendance: 28 faculty, staff, and administrators

Topic: Theme #2 – Embrace AI Integration & Adaptation While Preserving Human Connection

Who will our students be in 2035?



How can we ensure we are creating just, equitable futures for our students?

Attendee input fell largely into three categories: 1) centering the student voice and experience; 2) considering external influences and partnerships; and 3) ensuring equity in technology.

Center Student Voice	Consider External Influences	Technology
• Assess students' needs; Create space for meaningful conversation and validate their lived experiences • Stay in contact with students to ensure we're on the right track • Collect data around what students are asking for/saying they need and then act on that feedback • Keep student involvement at the center of our processes • Ensure programs and pathways meet the students' needs; Provide training for the relevant skills, not just the areas we deem worthy • Provide supports to meet students where they are • Plan for our DI community • Provide standards and expectations for all students	• Get feedback from local businesses to translate needs into course content and experiences for students • Let's look at our vendor partnerships. Do our partnerships align with our communities? • Refuse to capitulate to external pressures and political dynamics that are actively working to undermine our efforts • None of the outside world is going to change and our influence may be minimal, but we can ensure students have the critical thinking skills as well as knowledge of issues • We can only control our ecosystem, which is small • Modify our assessment and teaching to suit future workforce needs	• Everything starts with access. Technology must be in the hands of our students to be successful in courses but also so they can navigate these digital issues. Bye bye digital divide • Ensure AI/Computer/Data Storage and Digital Privacy for every student

Appendix B:
Education Futures Forum #2: October 30, 2025, 1-2pm

How will advancing technology impact our students and our work?

Attendees noted significant impacts to teaching and learning, as well as in delivering student support and managing day-to-day operations of the college.

Impact on Teaching & Learning	Impact on Student Support & Campus Operations
• If we allow it to, technology has the potential to accelerate the decades-long movement away from relational teaching and learning toward transactional teaching and learning • Classrooms will become more Socratic Seminar style, where the students will do the teaching. Our job will be to become comfortable in the learner's seat • Teachers will act more as facilitators and mentors than lecturers • We will need to reimagine the classroom. The current version and use of classrooms might be very different. Maybe learning happens outside/online but connection building occurs in classroom spaces • Things will flip, labs will become spaces to connect with each other rather than a place to connect with technology. People will need experience on how to interact	• It will give us the opportunity to do "busy work" more quickly so we can focus our time on human interactions/ connections • Many technologies will be essential. Students will need these to survive just like other basic necessities. Digital skills and tech inequality will impact student success • More career focus with less work

Attendees also reflected on how advancing technology might alter how individuals make meaning, make decisions, and connect with one another. Some comments include:

- A deeper challenge to preserve meaning, attention, and human connection
- Externalization of knowledge will change cognitive structures and affect higher level thinking skills
- A struggle between embracing technological efficiency and the value of human capital

Discussion – Key Attendee Recommendations:

1. Change theme title to emphasize human connection first. Suggestions included:
    a. "Center Human Agency in the Age of AI"
    b. "Center Human Connection in an Era of AI-Driven Change"
    c. "Center and Build Human Connection, Augmented by Advanced Technologies"
    d. "Build Human Connections and Agency in the Era of Advanced Technologies"
    e. "Center Human Connection in an AI-Integrated World"
2. Centralize values rather than strategies. Think about what students, faculty, and staff *need*, not what they will *do*.
3. Consider the distinction between "Artificial Intelligence" and "Augmented Intelligence." Shouldn't the college seek to use to AI to enhance, not supplant, human intelligence?
4. MCC may need to move from a focus on disciplinary knowledge (which AI can already train) toward cultivating better, more human-centered leaders, critical thinkers, ethical citizens, etc.
5. Each program will need to wrestle with their own approach to AI, with some disciplines experiencing greater job displacement due to AI or significant transformation in the workforce
6. Consider including Virtual Reality (VR) and other advanced technologies in this theme

Appendix C:
Education Futures Forum #3: November 6, 2025, 1-2pm

Attendance: 28 faculty, staff, and administrators

Topics: Theme #3 – Strengthen Industry Partnerships & Workforce Alignment
Theme #4: Foster Interdisciplinary & Human-Centered Skills Learning

What three skills will a student who graduates from MCC in 2035 need to be successful in tomorrow's careers?

What's one way MCC can partner with industry to help graduates build wealth and economic security?

Attendee input fell largely into three categories, with a particular focus on addressing inequities in workforce development and intentionally connecting DI communities to high-wage fields.

Work-Based Learning & Industry Programming	Employer Engagement & Communication	Curriculum & Programs
• Internships and apprenticeships • Job shadowing or mentoring by professionals • Education on investments (Roth IRAs, stocks, etc.) • Showcase your work to a student week • More events like the Industry Advisory Board meetings • Programming to help the oceanside community understand what a thriving wage and good job actually means • Institutional mentorships, cohort models, professional development for students – conventions and professional organizations	• Only allow employers to access students on campus if they provide a living wage to graduates • Constant communication and outreach; follow up on the successes of graduates and report back to industry showing the ROI • Take up educating employers about how their practices may further marginalize students • Listen to industry when they say what they need. If CCs won't listen, Google, Microsoft, or Grand Canyon University will • Have employers participate in program review; focus on ROI • Advocate for wage transparency	• Sunset programs that do not lead to a living wage • Industry co-teachers • Design courses with an internship component • Celebrate part-time faculty who often have one foot in industry and the other in the classroom

Appendix C:
Education Futures Forum #3: November 6, 2025, 1-2pm

What's one bold way to create truly integrated, interdisciplinary learning?

Attendees recommended greater customization of paths to completion and opportunities to foster common intellectual experiences for all MCC students both in- and outside of the classroom. Attendees also noted significant equity implications in theme #4 and suggested leveraging the expertise from programs like Ethnic Studies that are interdisciplinary in nature and can support the exploration of the history and implications of systems in all disciplines at the college.

Program & Pathway Customization	Shared Learning Experiences via Instruction, Student Services, and Campus-Wide Programming
• Get rid of "pathways" and "programs" and reorganize to instead ask students what they want to know or solve, and design customized paths with student input • Let students choose their own path with structured choices • Shift from pathways toward skills • Allow students to choose a combo of courses that mix multiple disciplines into a single degree • Deemphasize majors and emphasize skills, approaches, ways or thinking and knowing	• Identify overlaps across SLOs to characterize common skills • Ask each program to articulate the wicket problem their program addresses • Amend the contract to encourage faculty engagement • Capstone projects across disciplines • This may get in the way of requirements in CORs since those lock curriculum in and narrow the focus • "Hackathon" style competition to showcase MCC leadership for interdisciplinary problem solving • Fund participatory action research • Engage classified and management in project-based learning • Campus-wide theme weeks that encourage all disciplines to relate assignments to that theme (example, earth week). • Student employment with intentional learning outcomes

Discussion – Key Attendee Recommendations:

1. AI cannot teach the skills we anticipate students will need; need to ensure this shows up in our value proposition for our future students
2. Consider the role of the community college in helping students become good people and contributing citizens – need to think about the skills that reach beyond the individual to the benefit of the collective, like advocacy, social awareness, organizing, etc. This also applies to thinking about industry partnerships not as what is best for industry, but rather what is best for the community more broadly.
3. There are indications in the market that capital investments are increasing at the same time hiring is decreasing. Many believe the increase in the S&P 500 is related to investor optimism in generative AI, while the decrease in total job openings is related to the offloading of work to AI and automation. creating a potential "AI bubble" that could have significant implications not only for students, but for the economic conditions affecting the communities we serve more broadly.

Appendix D:
Education Futures Plan Campus Feedback Survey Summary

Overview

As part of the output validation phase of the Education Futures planning process, the Education Futures Planning Task Force deployed a campus feedback survey to gather structured input from faculty, classified professionals, and administrators on the draft plan. The survey was open from March 30 through April 18, 2026, and collected 40 responses. Results were used to inform final revisions to the plan prior to governance review.

Respondents

The 40 respondents represented all three primary employee groups at the college. Faculty comprised the largest share of respondents (70%), followed by administrators (13%) and classified professionals (18%). The survey was distributed through internal campus channels.

Equity & IDEA Assessment

Respondents were asked three Likert-scale questions about the plan's equity framing. Across all three questions, a strong majority agreed or strongly agreed that the plan addresses equity commitments (75%), positions IDEA as core to its purpose (85%), and locates responsibility for inequity in institutional systems rather than in students (80%). A small number of respondents selected Neutral or Disagree, and their qualitative comments called for greater specificity and more explicit naming of impacted communities.

Theme Ranking

Respondents ranked the five strategic capability themes in order of importance. Using a weighted scoring method (1st place = 5 points through 5th place = 1 point), the results were as follows:

Rank	Strategic Capability Theme	Score	1st Votes
#1	Develop Flexible, Responsive Educational Models	**136**	11
#2	Center and Build Human Connection in the Era of Advanced Technology	**128**	14
#3	Strengthen Industry Partnerships and Workforce Alignment	**113**	4
#4	Foster Interdisciplinary and Human-Centered Skills Learning	**111**	4
#5	Expand Mission to Address Community Resilience and Basic Needs	**102**	6

Theme #1 led by weighted score, while ***Theme #2*** received the most first-place votes (14), underscoring its perceived urgency. Nearly half of all respondents (48%) identified Theme #2 as the single most urgent theme for MCC to address. Theme #5 was most frequently cited as the theme likely to face the biggest obstacles or require the longest on-ramp to achieve (30%).

Key Qualitative Findings

The survey's open-ended questions generated substantive qualitative feedback, which was coded thematically. The Education Futures Plan establishes strategic direction; it is not an implementation document. Several areas of feedback below, particularly those related to implementation specificity, accountability structures, and operational detail, are intentionally addressed not within the plan itself but through the ***Communities of Practice*** that will convene in academic year 2026-2027. These working groups will translate the plan's strategic commitments into concrete initiatives, timelines, and accountability measures. Where feedback informed direct revisions to the plan's language or framing, those changes have been incorporated into the final

document. The five most frequently cited areas of feedback and the disposition of each area of feedback are summarized below.

1. ***Implementation Specificity and Accountability.*** The most common concern across all respondent types. The plan's vision is strong, but respondents want clearer implementation frameworks, accountability structures, and financing details. ***(Addressed through Communities of Practice, AY 2026-2027)***
2. ***Affirm In-Person Learning and Structured Flexibility.*** Experienced faculty cautioned that open entry/exit models can widen equity gaps; structured flexibility (shorter courses, scaffolded pacing) may better serve students. ***(Operational specifics to be addressed through Communities of Practice)***
3. ***AI Ethics and Environmental Impact.*** Multiple faculty raised concerns about the tension between AI adoption and the plan's sustainability commitments, including AI's environmental footprint and intellectual property issues. ***(Acknowledged in plan; policy development addressed through Communities of Practice)***
4. ***Workforce Focus vs. Whole-Person Education.*** Some respondents felt the plan tilts too heavily toward workforce readiness and should more strongly affirm humanistic education, faculty pedagogical expertise, and the college's role in cultivating critical thinkers and engaged citizens. ***(Incorporated into final plan language)***
5. ***Name Communities and Systems of Inequity Explicitly.*** Respondents called for more explicit naming of impacted communities (Black, Latine, Native American, undocumented, and disabled students) and of specific systems of inequity, noting that in the current political climate, naming signals institutional commitment to protecting marginalized students. ***(Incorporated into final plan language)***

> "*The central obstacle is not technology itself, but whether MCC can design technology adoption that structurally protects time, capacity, and institutional value for human connection.*"
> -Faculty Respondent

Respondents also identified several areas of strength in the plan, including its equity imperative framing, the guiding IDEA principles (particularly the "with, not for" principle), the integration of equity across all five themes rather than as a standalone section, and the overall forward-looking ambition of the futures approach.

Community of Practice Interest

Twenty-two respondents (55%) expressed interest in participating in a Community of Practice. Interest was distributed relatively evenly across all five themes, with Theme #2 - Human Connection (10), Theme #1 - Flexible Models (9), Theme #3 - Interdisciplinary Skills (8), Theme #3 - Industry Partnerships (7), and Theme #5 - Community Resilience (6) all attracting participants. A roster of interested participants, including their contact information and preferred theme area(s), has been provided to the Education Futures Task Force to support outreach and convening.

> "*I am encouraged for MiraCosta's future after reading this plan. It is far ahead of what other institutions have proposed as their vision.*"
> -Faculty Respondent

MiraCosta Community College District Item Report

Item: VII.O.
Meeting Date: June 25, 2026

Subject:	Approve Notice of Completion for MM-22-026 OC28 New Arts Media & Slope Stabilization Project
Category:	Consent Items
Institutional Goal Supported:	Goal 1 Goal 3 Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	None

Background:

On December 4, 2024, Balfour Beatty/HMC substantially completed all work associated with Contract # MMC020000032 New Arts Media & Slope Stabilization Project. The project received Division of State Architect (DSA) certification on April 16, 2026. The original Design Build contract amount for Balfour Beatty/HMC was $21,151,993.44 and the total change order amount for this project was $1,447,302.12. This project had a final construction cost of $22,599,295.56.

Status:

The project is currently 100 percent complete.

Recommended Action:

Approve Notice of Completion for MM-22-026 OC28 New Arts Media & Slope Stabilization Project.

MiraCosta Community College District Item Report

Item: VII.P.
Meeting Date: June 25, 2026

Subject:	Approve FY2027 Tentative Budget
Category:	Consent Items
Institutional Goal Supported:	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. TB 2026-27_BudgetWorkshop_V1 (1)

Background:

The FY2026/27 tentative budget workshop was conducted at the board workshop on June 11, 2026. Highlights of the FY2026/27 tentative budget workshop included:

- 2025/26 budget priorities and recap
- Governor's May revise and estimates for the district
- Board of Trustees 2026/27 budget directions
- 2026/27 tentative budget assumptions and plan
- 2026/27 budget: general fund unrestricted

Status:

It is expected that the state legislature will approve the state's budget by July 1, 2026. The Board of Trustees is required by law to approve a tentative budget before the start of the new fiscal year, July 1st, in order for the district to expend funds starting July 1st, and prior to the board's adoption of the final budget in September. The final budget workshop presentation is scheduled for September 3, 2026, and the final budget board approval/adoption at the September 10, 2026, board meeting.

Recommended Action:

Approve FY2027 Tentative Budget.

Board of Trustees
FY2026/27 Tentative Budget
June 11, 2026

AGENDA

- Budget Process and Timeline
- A Look Back at FY2025/26
  - Budget Assumptions
  - General Fund Current Status
- A Look Forward to FY2026/27
  - State Economic Condition Review
  - May Revise
  - MiraCosta Landscape
  - Review and Discussion of Draft Budget Directives
  - Tentative Budget Overview
- Things to Monitor

MiraCosta College

BUDGET PROCESS AND TIMELINE

Date	Step
December 18, 2025	Budget Development Calendar for Fiscal Year 2027 Presented to Board
March 16-31, 2026	Budget Development Meetings with Budget Managers
May 15, 2026	Tentative Budget Workshop for Budget and Planning Committee
June 11, 2026	Tentative Budget Presentation for College Council
June 11, 2026	Tentative Budget Workshop for Board of Trustees
June 18, 2026	Tentative Budget Board Approval
September 3, 2026	Final Budget Workshop for Board of Trustees
September 4, 2026	Final Budget Workshop for Budget and Planning Committee
September 10, 2026	Final Budget Presentation for College Council
September 10, 2026	Board adopts Final Budget
October 10, 2026	Deadline to Submit Approved Final Budget to State Chancellor's Office

FY2025/26 UNRESTRICTED REVENUE ASSUMPTIONS

- Property tax **increase** of 4.87% or $7.2M from FY2024/25 Actuals
  - Status: As of May 2026, property tax revenue growth is expected to align with projections.
- State General Revenues (Lottery, EPA, general allocations): State revenues to **slightly decrease** due to decline in the three-year average of credit FTES (Full-Time Equivalent Students)
  - Status: Overall **decrease** of $78K from the prior year for Unrestricted Lottery.
- Student Fees - Enrollment Tuition reflect a **decrease** due to projected enrollment decreases in non-resident student tuition fees.
  - Status: As of May 2026, tuition revenue from both resident and non-resident students **increase 12.5%** as a result of higher enrollment.
- Student Fees - Parking, is **significantly lower** than pre-pandemic of $840K, the average over the last 2 years was $345K. The approx. $500K cost has shifted to Fund 11-General Fund.
  - Status: Parking fee revenue remains below expectations. As of May 2026, projected FY2025/26 revenue is $340K.

GENERAL FUND UNRESTRICTED REVENUES (FY2025/26)

Revenues-General Fund Unrestricted (Fund 11)	FY2024-25 Actuals	FY2025-26 Adopted Budget	FY2025-26 Projected Actuals	FY2025-26 Actual vs Budget	FY2025-26 Actual % of Budget	FY2025-26 Actual vs Budget
State (Lottery, EPA, Gen Appt)	$7,366,360	$7,127,754	$7,049,754	($78,000)	98.9%	Lower Unrestricted Lottery Revenue
State STRS on Behalf	$3,953,606	$4,203,645	$4,203,645	$0	100.0%	STRS on Behalf provided by the County. Passthrough revenue and expenses
Property Taxes	$147,963,421	$155,169,240	$155,169,240	0	100.0%	Property Tax Projected to be the same as budgeted
Student Fees & Charges	$6,367,527	$5,689,326	$6,400,000	$710,674	112.5%	Higher Tuition Fees due to higher enrollment
Student Fees Comm Education	$2,543,577	$2,400,000	$2,400,000	$0	100.0%	Projected to be the same as budget
Other Local Revenues-Interest Income/Unrealized gains/losses	$2,888,151	$2,100,000	$2,100,000	$0	100.0%	Projected to be the same as budget
Other Revenues *	$558,489	$539,121	$566,000	$26,879	105.0%	Higher ticket sales revenue
Total Revenues	**$171,641,131**	**$177,229,086**	**$177,888,639**	**$659,553**	**100.4%**	

* Other Revenues: Local source: Theatre ticket sales, space rentals, child care fees.

FY2025/26 GENERAL FUND UNRESTRICTED EXPENDITURES

Expenditures-General Fund Unrestricted (Fund 11)	FY2024-25 Actuals	FY2025-26 Adopted Budget	FY2025-26 Projected Actuals	FY2025-26 Actual vs Budget	FY2025-26 Actual % of Budget	FY2025-26 Actual vs Budget
Academic Salaries	$57,851,778	$62,979,663	$62,863,662	($116,001)	99.8%	Projected to be on budget
Classified Salaries	$38,602,946	$41,081,892	$40,864,337	($217,555)	99.5%	Lower than budgeted due to vacancies and retirement
Employee Benefits	$39,083,606	$40,989,344	$41,151,582	$162,238	100.4%	Higher due to higher health benefits for AF
Employee Benefits STRS-on-Behalf	$3,953,606	$4,203,645	$4,203,645	$0	100.0%	STRS on Behalf provided by the County. Passthrough revenue and expenses
Supplies and Printing	$1,249,371	$1,411,841	$1,411,841	$0	100.0%	Projected to be the same as budgeted
Other Operating Costs	$15,437,880	$16,717,784	$16,590,840	($126,944)	99.2%	Projected at 99.2% of budget. Lower spending than planned
Capital Outlay	$2,810,455	$3,274,081	$2,428,644	($845,437)	74.2%	Projected at $0.8M lower than budgeted, slower spending than planned.
Other Outgo	$9,999,444	$6,570,836	$8,374,088	$1,803,252	127.4%	Increase in transfer out to Fund 41 for FFP and Technology
Total Expenditures	**$168,989,086**	**$177,229,086**	**$177,888,639**	**$659,553**	**100.4%**	**Higher Other Outgo (Transfer to other funds)**
Salaries and Benefits	$135,538,330	$145,050,899	$144,879,581	($171,318)	99.9%	Savings from vacancies
Sal and Benefits % of Total	**82.1%**	**83.8%**	**83.4%**			
Other Operating Expenses	$29,497,150	$27,974,542	$28,805,413	$830,871	103.0%	Higher Other Outgo (Transfer to other funds)
Other Ops Exp % of Total	**17.9%**	**16.2%**	**16.6%**			

A LOOK BACK AT ASSUMPTIONS FOR FY2025-26

General Fund-Unrestricted	Budget	Actual Projected	Actual Projected
FUND 11-Transfers (Other Outgo)	FY2025-26	FY2025-26	FY2025-26
To Fund 29-Debt Service	$3,000,000	$3,000,000	COP- Certificates of Participation Debt Service expenses
To Fund 41-Technology ITS	$0	$500,000	ITS Tech Fund
To Fund 41-Facilities Sch Maint	$1,200,000	$1,200,000	Facilities Schedule Maintenance
To Fund 41-Facilities Futures Plan (FFP)	$1,349,036	$2,823,565	Increase transfer out to fund 41 for FFP
To Fund 61-Insurance	$50,000	$50,000	Self Insurance Fund
To Fund 52-Cafeteria	$500,000	$500,000	Cafeteria service cost subsidized. Less sales from less student and employees on campus
To Fund 71 ASG	$100,000	$100,000	Fund 11 transfer to the ASG fund. The Bookstore fund does not earn enough commision revenue to support ASG.
Fund 11-Financial Aid	$371,800	$200,523	Fin Aid (SEOG) required match & EOPS Fin Aid Match
Total Other Outgo	$6,570,836	$8,374,088	

FY2025-26 GENERAL FUND UNRESTRICTED FUND BALANCE

Fund Summary-Gen Fund Unrestricted (Fund 11)	FY2024-25 Actuals	FY2025-26 Adopted Budget	FY2025-26 Projected Actuals	FY2025-26 Actual vs Budget
Revenues	$171,641,131	$177,229,086	$177,888,639	$659,553
Expenditures	$168,989,086	$177,229,086	$177,888,639	$659,553
Revenues less Expenses	**$2,652,046**	**$0**	**($0)**	**($0)**
Beginning Fund Balance, July 1	$39,861,228	$42,513,273	$42,513,273	$0
Revenues less Expenses	$2,652,046	$0	($0)	($0)
Ending Fund Balance, June 30	**$42,513,273**	**$42,513,273**	**$42,513,273**	**($0)**
Fund Balance% of Expenses	**25.2%**	**24.0%**	**23.9%**	**-0.1%**

MiraCosta College

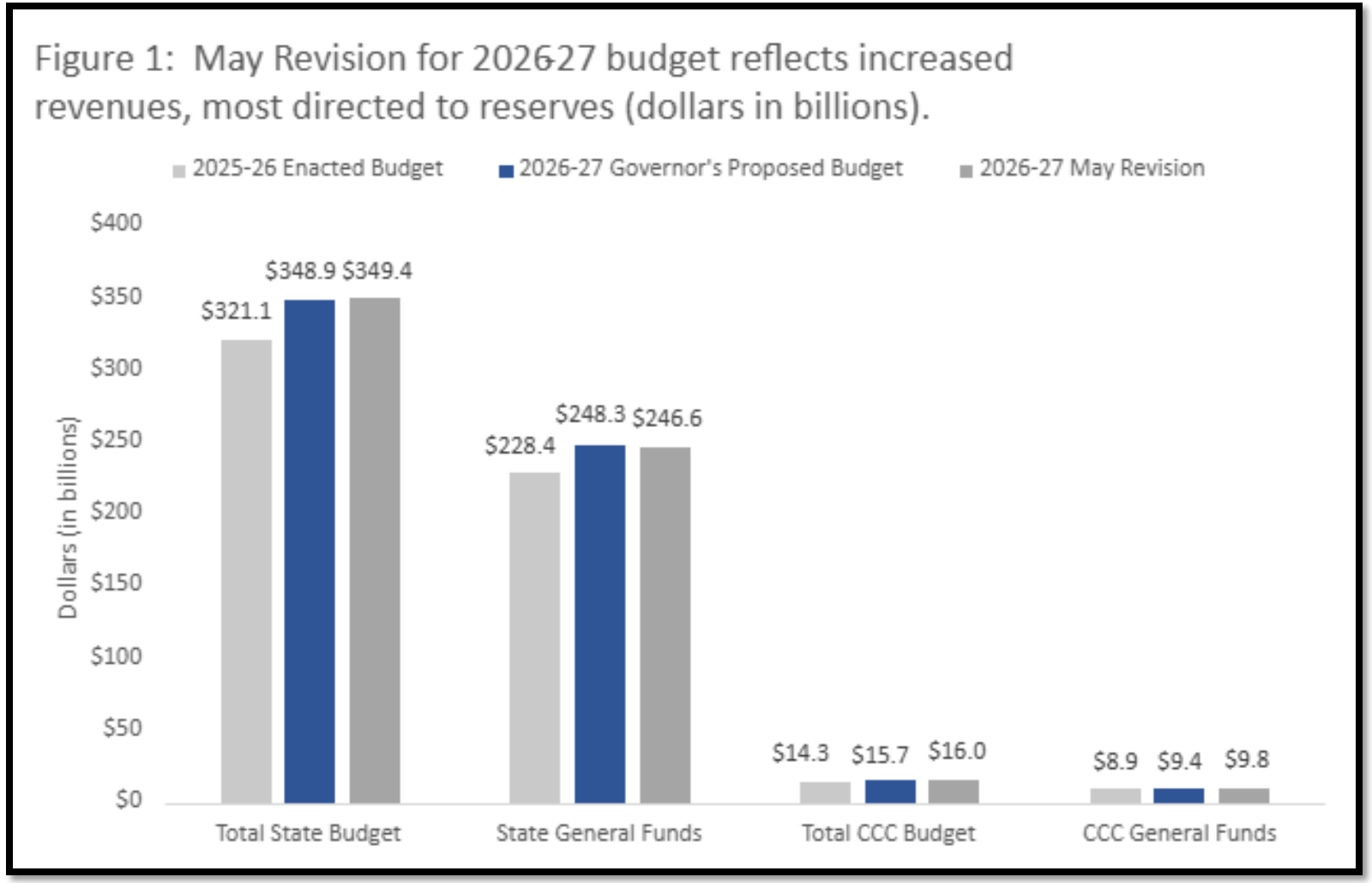
MEASURE MM BOND FUND STATUS AS OF 05/05/2026

General Obligation Bond Total Project-to-Date Projections (May 5th, 2026)							
FUND 43	Revenue	Projected Actuals through 6/30/2026	Tentative Budget FY2026-27	Forecast Commitment November 2027	% Spent/ Committed	Remaining Funds	Comment
Series A (Aug 2017 Bond)	$100,000,000	$100,000,000	$0	$100,000,000	100.00%	$0	
Series B (Sep 2020 Bond)	$255,000,000	$255,000,000	$0	$255,000,000	100.00%	($0)	
Series C (Nov 2022 Bond)	$100,000,000	$80,565,618	$19,434,382	$100,000,000	100.00%	($0)	
TOTAL	**$455,000,000**	**$435,565,618**	**$19,434,382**	**$455,000,000**		**($0)**	
Interest Earned Cumulative thru 4/23/2026	**$25,182,734**					**$25,182,734**	Will need to spend by November 2027

GOVERNOR'S MAY REVISE BUDGET FY2026/27

MiraCosta College

GOVERNOR'S MAY REVISE BUDGET PROPOSAL



STATE BUDGET OVERVIEW

Table 1: California Community Colleges Proposition 98 Funding by Source (In Millions)

Source	2025-26 Revised	2026-27 Governor's Budget (GB)	2026-27 May Revision	Change From GB (Amount)	Change From GB (Percent)
ALL PROPOSITION 98 PROGRAMS					
General Fund	$87,601	$89,877	$91,997	$ 2,120	2.4%
Local property tax	$33,574	$35,604	$35,140	$(464)	-1.3%
Totals [a]	$121,175	$125,481	$127,137	$1,656	1.3%
COMMUNITY COLLEGES ONLY [b]					
General Fund	$8,148	$9,326	$9,629	$303	3.2%
Local property tax	$ 4,444	$4,785	$4,661	$(124)	-2.6%
Totals	**$12,592**	**$14,111**	**$14,290**	**$179**	**1.3%**

[a] Revised amount for 2025-26 does not include the $3.96 billion settle-up.

[b] CCC totals include resources that go to the K-12 system via the Adult Education, Apprenticeship, and K-12 Strong Workforce programs.

MiraCosta College

GOVERNOR'S PROPOSALS FOR THE 2026-27 FISCAL YEAR

- Approximately $438M for 4.31% COLA, up from 2.41% proposed in Jan, for community college apportionments, plus 1.5% growth
  - Some for discretionary COLA above the statutorily authorized 2.87% needed to implement the provisions of Assembly Bill 65 to provide paid family leave
- $36.7M ongoing for COLA of 2.87% and adjustments to selected categorical programs and the Adult Education program
  - Includes categorical programs like EOPS, DSPS, CalWorks, CARE, etc.
- Keeps one-time spending proposals included in the Jan budget and adds one-time funds to continue and scale adult learner demonstration project
  - Includes deferral repayment, deferred maintenance, student support block grant, common cloud data flatform, credit for prior learning, adult learner demonstration project.
- $736.9M in capital outlay funding from Proposition 2 to support working drawings and construction phase for projects
  - Supports construction phase for 29 projects, and preliminary plans and working drawings of 10 new projects.
- $29.9B in total reserves at the end of 2026/27, up from the $23B estimated in January
  - Aims to build budget reserve resiliency

MiraCosta College

FY2026/27 TENTATIVE BUDGET

A LOOK FORWARD AT MIRACOSTA'S LANDSCAPE FOR FY2026/27

- Estimate a **4.52%** property tax revenue increase – **$7.0M**
- CalSTRS and CalPERS annual cost increases – **($697K)**
- Health Care cost increases 9.8% – **($1.63M)**
- Hire 10 faculty in General Fund 11 – **($720K)**
  - Note: 4 growth and 6 replacement positions
- Planning Framework and Program Review needs - **Pending**
- Facilities $455M General Obligation Bond:
  - Series A: Closed out $100M 1st tranche
  - Series B: Close out of 2nd $255M tranche
  - Series C: Nov 2022 to Nov 2027 forecast to close out the last $100M of the final tranche
- Facilities renovations/modernizations not covered by bond
- No state categorical one-time funding for Physical Plant/Instructional Supplies (PPIS) or Enrollment and Outreach Activities
- Impacts of collective bargaining
- 50% law requirements

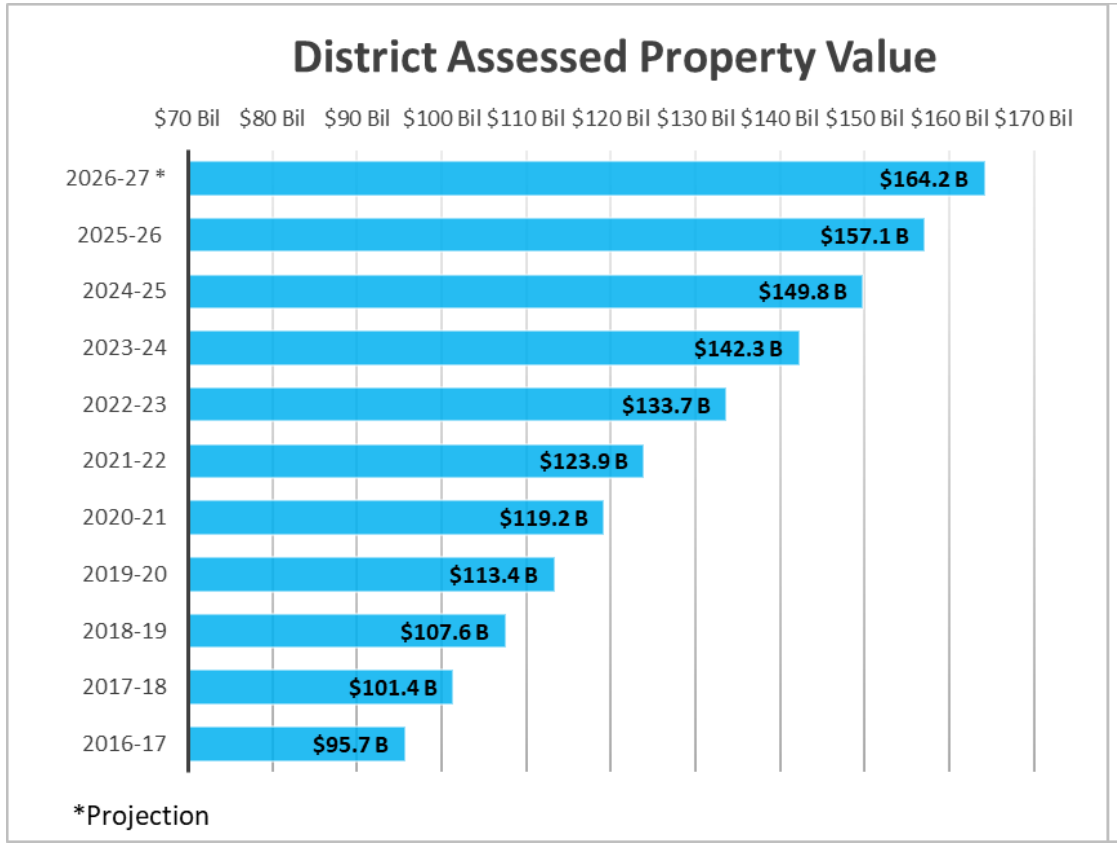
DRAFT BOARD OF TRUSTEES BUDGET DIRECTIVES AND PRIORITIES FY2026/27

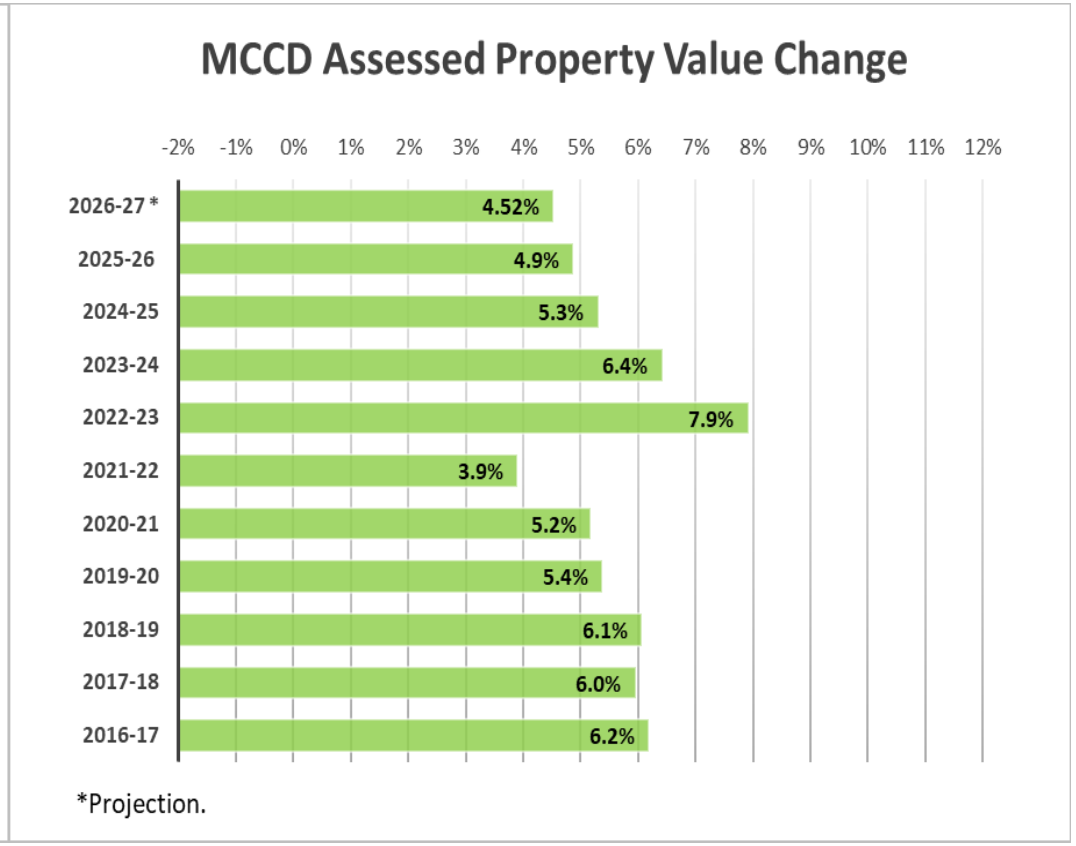
Goal	Board Strategies	2026-27 Allocations Supporting Institutional Goals & Strategies
1: MiraCosta College will provide equitable access, enhance student success and close equity gaps by deploying strategies that meet students where they are; create community; and dismantle systems of inequity.	• Fully implement Guided Pathways as our success and equity approach; this will result in greater support of our students throughout their first year to enhance educational plan development, persistence, and success. • Build long-term planning capacity and financial viability using a Futures lens. Identify Futures signals that will anticipate student and community needs while supporting an inclusive and collegial environment that values a culture of professional learning. • Provide support for students enrolled in the MiraCosta Promise and enhance supports for all students with financial needs.	• Budget contains additional funds for Guided Pathways implementation above prior year expenditures within the unrestricted general fund. Ongoing Guided Pathways funds included in the 5 yr. budget projections. • Budget includes support for Promise students, basic needs center funding, mental health program funding, Food and Housing Support. • Budget includes multiple grants received that will assist the college in meeting our goal. (EEO Innovative Best Practices, MESA, Puente, California Apprenticeship Initiative, ZTC Degree Grant Program, Pathway Mapper, and Common Course Numbering grant). • Budget includes a projected budget of $4.5M in Student Equity and Achievement (SEA) funds.
2: MiraCosta College will meet identified external community needs by collaborating with community and industry partners to develop strategies that provide workforce solutions; prepare students to be active global citizens; and provide opportunities for cultural educational enrichment.	• Enhance the district's ability to proactively offer innovative programs, services, and spaces that increase college participation and completion while supporting the future of working and learning through enhanced communication, and community outreach. • Assess and meet community needs within budget constraints. • Conduct market research and utilize labor market information to ensure the needs of the community are met and that we tell our impact story better. • Conduct market research on enrollment in conjunction with Futures methodology to determine why students are not returning and what we can do to enhance programs, services, and outreach.	• Continue to provide robust instruction and student support services, while maintaining a balanced budget. • Continue augmenting the Public Information Officer budget to provide additional outreach resources. • Budget includes $2M in grants to establish new and expand existing apprenticeships in software engineering, cybersecurity, biomanufacturing, pharmacy technician, market research, and medical laboratory technology. • Budget includes grant to increase data-informed outreach to disproportionately impacted communities, low-income households, and people of color to enroll in programs leading to high-wage, high-demand careers in computer science, cybersecurity, and business.

DRAFT BOARD OF TRUSTEES BUDGET DIRECTIVES AND PRIORITIES FY2026/27

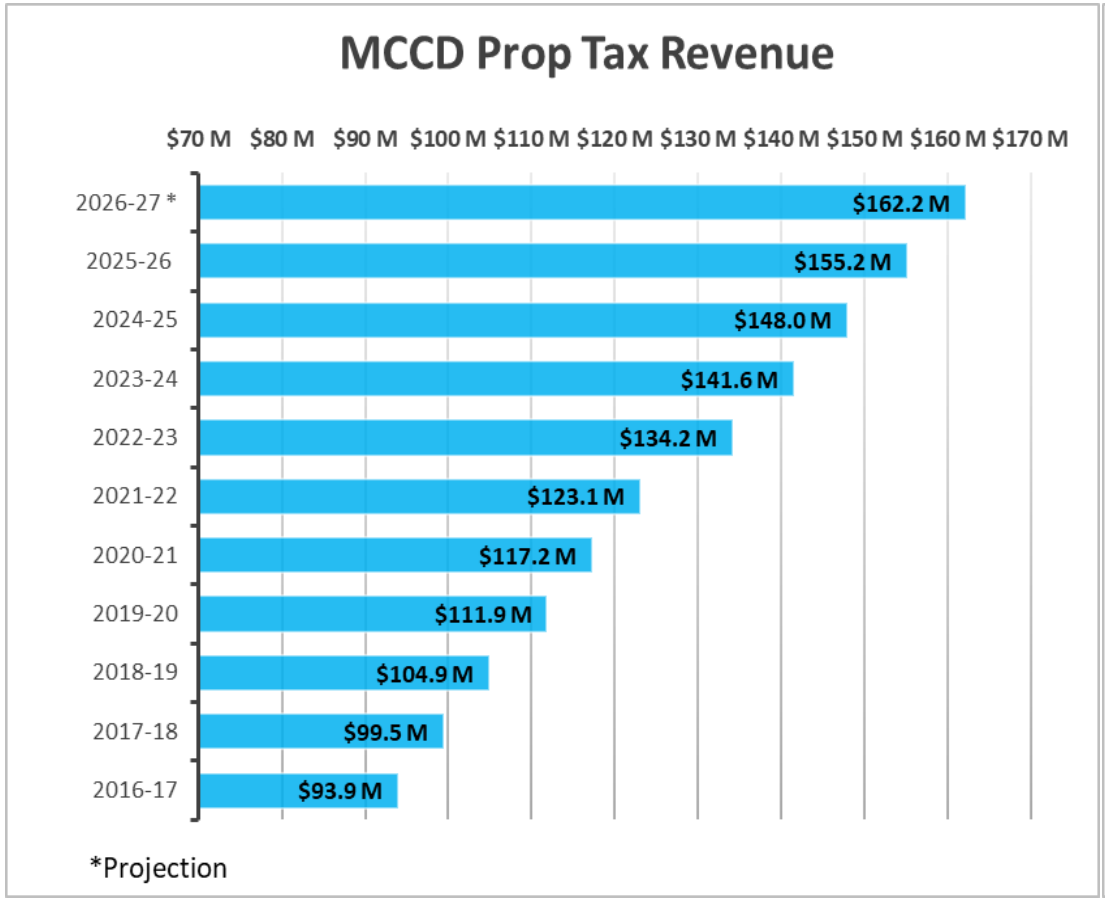
Goal	Board Strategies	2026-27 Allocations Supporting Institutional Goals & Strategies
3: MiraCosta College will foster academic excellence by strategically developing a culturally competent, adaptive, innovative, and relevant teaching and learning environment; co-curricular activities that bridge classroom learning and real-world experience; and intentional professional development for the college community that is responsive to a changing world.	• Regularly monitor progress of Student Success in context of diversity, equity, and inclusion. Maximize the first-year success rate of students by a) reviewing disaggregated Guided Pathways metrics twice per year, and b) providing the resources needed to improve first-year success. • Ensure appropriate staffing to meet the needs of students and the college's success and equity efforts. • Maintain competitive salaries and benefits to recruit and retain a quality workforce.	• Funding to support the hiring of four new faculty and six replacement faculty using restricted and unrestricted funds. • Budget includes COLA plus increased allocations to cover step and column, retirement program, and health and welfare increases. • Budget includes funding for implementing new class scheduling software and program review. • Budget includes technology upgrades including additional hi-flex classrooms as prioritized by the college's Technology Advisory Committee.
4: MiraCosta College will demonstrate responsible stewardship and sustainability of college and community resources by deploying strategies that invest in our employees to reach their full potential; maintain a sustainable and transparent financial model; and reduce the environmental impact of our physical resources.	• Maintain a minimum 17% total fund balance for the FY2026-27. • Utilize Futures approach to align budget and resources to ensure that the college achieves its goals. • Maximize potential revenue sources. • Seek efficiencies and productivity increases to improve the district's financial health and meet its mission. • Implement the Facilities Plan: ○ New buildings and renovation of existing buildings/offices ○ Technology and Infrastructure • Align college's sustainability efforts with the CCC Board of Governor's Climate Change and Sustainability Goals prior to 2026.	• Projected to end fiscal year 2026/27 at 20.8% reserve balance. Reserve balance project above 17% each year over the next 5 years. • Budget includes funds to renovate building 4700 and create a professional development center. • Budget contains Facilities Plan projects and allocates ongoing resources from the unrestricted general fund to support Technology Plan identified needs. • Budget includes Storm Water Pollution Prevention Plan implementation at each college construction site. • Budget includes funding for sustainability efforts including photovoltaic installation, recycling containers, and sustainability efforts identified by students.

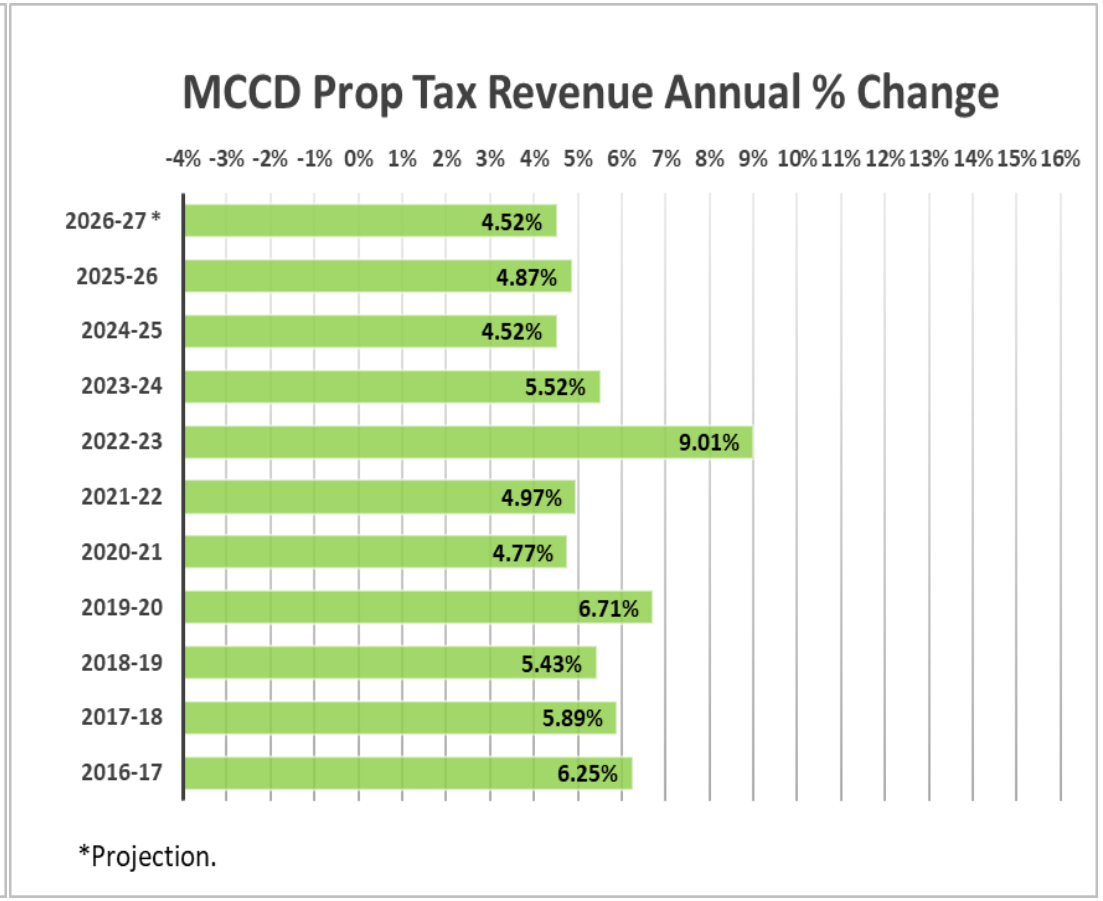
FY2026/27 TENTATIVE BUDGET ASSESSED VALUE CHANGE





FY2026/27 TENTATIVE BUDGET MCCD REVENUE HISTORY





FY2026/27 TENTATIVE BUDGET REVENUE ASSUMPTIONS

Revenue Assumptions-Unrestricted Gen Fund:

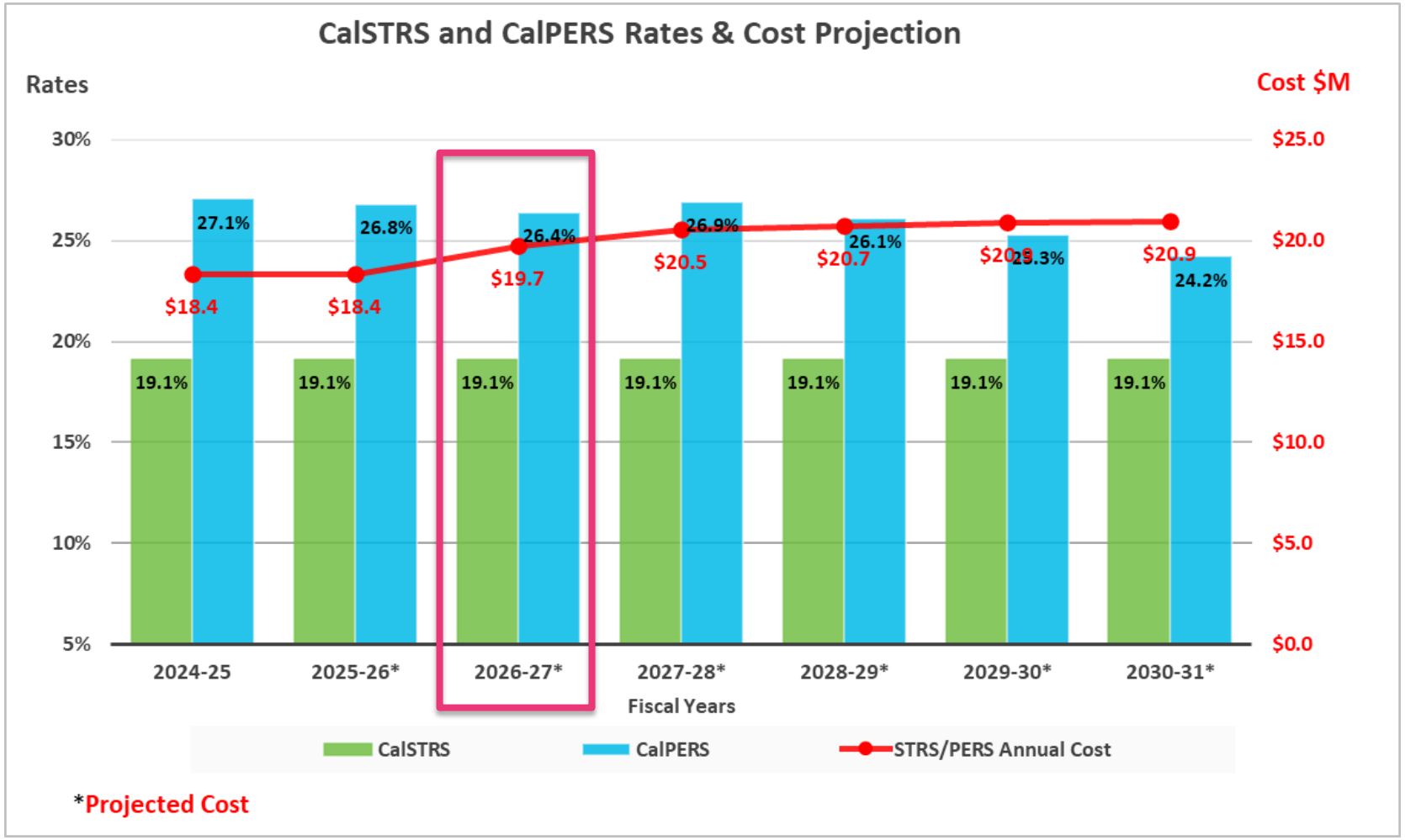
- Property tax **increase** of 4.52% from FY2025/26 projected Actual (official memo of Assessed Value will be in late June).
- State General Revenues (Lottery, EPA, General allocations): anticipate state revenues to **increase slightly** due to increased enrollment.
- Student enrollment tuition revenues are expected to **increase** as a result of projected enrollment growth.
- Student Fees for Parking, is **significantly lower** than pre-pandemic of $840K, the average over the last 2 years is $345K. The approx. $500K cost has shifted to Fund 11-GFU.

FY2026/27 TENTATIVE BUDGET EXPENDITURE ASSUMPTIONS

Expense Assumptions-Unrestricted Gen Fund:

- $1.55M - “Step and Column” salary increases
- $2.8M – COLA increases
- $1.6M - Health benefit cost increases (9.8% rate increases + new hires)
- $720K - Hire 4 faculty growth position, plus 6 vacant faculty positions (with benefits)
- **Pending**- Program Review Resource Allocation Request Recommendations
- $898K – Increase to Guided Pathways to $3.3M in ongoing spending
- $1.0M - 5% Inflation factored in Services and Equipment for annualized contract adjustments
- $407K - CalSTRS rates: From 19.1% to 19.1%, no change (existing FTE)
- $290K - CalPERS rates: From 26.81% to 26.4%, a decrease of 0.41% (existing FTE)
- $3M – Certificate of Participation costs to fund Facilities Plan needs
- **-($3.1M)** - Reduce Transfer Outs to Fund 41 FFP and Technology

CALSTRS & CALPERS



GENERAL FUND UNRESTRICTED REVENUES (FY2026/27)

Revenues-General Fund Unrestricted	FY2025-26 Adopted Budget	FY2025-26 Projected Actuals	FY2026-27 Tentative Budget	FY2026-27 Tentative Budget vs FY2025-26 Projected Actuals	Comment for Tentative Budget
State (Lottery, EPA, Gen App	$7,127,754	$7,049,754	$7,069,414	$19,660	Slightly higher than PY projected actuals due to higher enrollment.
State STRS on Behalf	$4,203,645	$4,203,645	$4,554,359	$350,714	STRS on-behalf from SD County, April 2026 estimate.
Property Taxes	$155,169,240	$155,169,240	$162,182,889	$7,013,649	4.52% growth projection based on the County's property estimated assessed value memo in May
Student Fees & Charges	$5,689,326	$6,400,000	$6,576,000	$176,000	2% FTES growth
Student Fees Comm Education	$2,400,000	$2,400,000	$2,400,000	$0	$2.4M for Tentative Budget; as a self-funded program, the student fees will depend on programs offered and enrollments.
Other Local Revenues-Interest Income	$2,100,000	$2,100,000	$2,100,000	$0	Projection of interest earned income based on last year's actuals return rate.
Other Revenues *	$539,121	$566,000	$586,000	$20,000	Projected higher ticket sales and space rentals.
Total Revenues	**$177,229,086**	**$177,888,639**	**$185,468,662**	**$7,580,024**	Prop Tax Revenue and FTES Growth

* Other Revenues are: Theatre ticket sales, space rentals, child care fees, fixed asset sales…

GENERAL FUND UNRESTRICTED EXPENDITURES (FY2026/27)

Expenditures-General Fund Unrestricted	FY2025-26 Adopted Budget	FY2025-26 Projected Actuals	FY2026-27 Tentative Budget	FY2026-27 Tentative Budget vs FY2025-26 Projected Actuals	Comment for Tentative Budget
Academic Salaries	$62,979,663	$62,863,662	$67,388,450	$4,524,788	COLA, Step/Column, 10 Faculty hires, Guided Pathway increase from PY actuals
Classified Salaries	$41,081,892	$40,864,337	$42,993,232	$2,128,895	COLA, Step/Column, fill open vacancies; Guided Pathway increase in budget from PY actuals
Employee Benefits	$40,989,344	$41,151,582	$46,215,367	$5,063,785	Health benefit rate increases, AF faculty health benefit. Increase in salaries results with higher benefit costs
Employee Benefits STRS-on-Behalf	$4,203,645	$4,203,645	$4,554,359	$350,714	Pass through Expense reporting. No impact to District
Supplies and Printing	$1,411,841	$1,411,841	$1,411,841	$0	No Changes
Other Operating Costs	$16,717,784	$16,590,840	$17,670,382	$1,079,542	Increase to address software renewals inflation, Guided Pathways, and other additional costs
Capital Outlay	$3,274,081	$2,428,644	$2,703,644	$275,000	Increase to address equipment inflation and associated costs
Other Outgo	$6,570,836	$8,374,088	$5,221,800	($3,152,288)	Reduced transfers to FFP based on available funding.
Total Expenditures	**$177,229,086**	**$177,888,639**	**$188,159,075**	**$10,270,436**	
Salaries and Benefits	$145,050,899	$144,879,581	$156,597,049	$11,717,468	Increase from COLA, salary schedules, growth, and higher health benefit costs
Salaries and Benefits %	**83.8%**	**83.4%**	**85.3%**		
Other Operating Expenses	$27,974,542	$28,805,413	$27,007,667	($1,797,746)	Lower Other Outgo
Other Operating Expenses %	**16.2%**	**16.6%**	**14.7%**		

FY2026/27 TENTATIVE BUDGET OTHER OUTGO TRANSFERS

General Fund-Unrestricted	Budget	Actual Projected	Tentative Budget	Tentative Budget
FUND 11-Transfers (Other Outgo)	FY2025-26	FY2025-26	FY2026-27	FY2026-27
To Fund 29-Debt Service	$3,000,000	$3,000,000	$3,000,000	COP- Certificates of Participation Debt Service expenses
To Fund 41-Technology ITS	$0	$500,000	$0	Reduce transfer out based on available funding
To Fund 41-Facilities Sch Maint	$1,200,000	$1,200,000	$1,200,000	Transfer to fund 41 Facilities Scheduled Maintenance
To Fund 41-Facilities Futures Plan (FFP)	$1,349,036	$2,823,565	$0	Reduce transfer out based on available funding
To Fund 61-Insurance	$50,000	$50,000	$50,000	Self Insurance Fund
To Fund 52-Cafeteria	$500,000	$500,000	$500,000	New Cafeteria Dining Services: Transfer recorded as a placeholder; will be reassessed at fiscal year-end
To Fund 71 ASG	$100,000	$100,000	$100,000	Fund 11 transfer to the ASG fund. The Bookstore fund does not earn enough commision revenue to support ASG.
Fund 11-Financial Aid	$371,800	$200,523	$371,800	Fin Aid (SEOG) required match & EOPS Fin Aid Match
Total Other Outgo	$6,570,836	$8,374,088	$5,221,800	

FY2026/27 TENTATIVE BUDGET UNRESTRICTED GENERAL FUND BALANCE

Revenues-General Fund Unrestricted	FY2025-26 Adopted Budget	FY2025-26 Projected Actuals	FY2026-27 Tentative Budget	FY2026-27 Tentative Budget vs FY2025-26 Projected Actuals
Revenues	$177,229,086	$177,888,639	$185,468,662	$7,580,024
Expenditures	$177,229,086	$177,888,639	$188,159,075	$10,270,436
Revenues less Expenses	$0	($0)	(2,690,412.60)	(2,690,412.36)
Beginning Fund Balance, July	$42,513,273	42,513,273.24	42,513,273.00	(0.24)
Revenues less Expenses	$0	($0)	(2,690,412.60)	(2,690,412.36)
Ending Fund Balance, June	**$42,513,273**	**42,513,273.00**	**39,822,860.40**	**(2,690,412.60)**
Fund Balance% of Expense	**24.0%**	**23.9%**	**21.2%**	**-2.7%**

MiraCosta College

THINGS TO MONITOR INTO THE FUTURE

- Enrollment fluctuations and impacts of the projected demographic shifts within our community (aging population; fewer school age students)
- Fraudulent student impacts
- State's fiscal status and budgeting practices
- Federal Policy Changes
- Inflation and monetary policy impacts, technology software impacts
- Fluidity of housing market and real estate, especially in the commercial and office space sectors
- Volatility of health care costs
- Facility construction, with new spaces increasing operational costs, facilities future plan implementation
- Scheduled maintenance costs as bond funds are exhausted, and state does not allocate funding to meet needs

May Revise Resources

- Chancellor's Office - https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/College-Finance-and-Facilities-Planning/Budget-News
- Department of Finance – https://ebudget.ca.gov/

QUESTIONS?

APPENDIX A
GOVERNOR'S MAY REVISE
BUDGET CHANGE COMPARISON
ONGOING, ONE-TIME/TECHNICAL & ADJUSTMENTS

MAY REVISE ONE-TIME FUNDING BY PROGRAMS (IN MILLIONS)

Program	2025-26 Revised	2026-27 Proposed	Explanation of Change
Deferred Repayment	$0.0	$408.4	Adds one-time funds to pay off 2025-26 deferral
Deferred Maintenance	$0.0	$120.7	Adds one-time funds
Student Support Block Grant	$60.0	$100.6	Additional one-time funds
Cover SCFF shortfall for 2025-26	$0.0	$88.7	Adds one-time funds
Common Cloud Data Platform	$12.0	$36.0	Additional one-time funds
Credit for Prior Learning	$15.0	$35.0	Additional one-time funds
Adult Learner Demonstration Project	$0.0	$9.7	Adds one-time funds
Backfill Apprenticeship Funding Shortfall	$6.3	$16.0	Adds one-time funds
Total	**$93.33**	**$815.12**	

MAY REVISE ONGOING BUDGET DETAIL IN MILLIONS

Program	2025-26 Revised	2026-27 Proposed	Change Amount	Percent Change	Explanation of Change
Student Centered Funding Formula	10,201.21	10,692.83	491.61	4.82%	COLA, growth, SCFF technical adjustments.
Adult Education Program – Main	374.16	693.34	19.18	2.84%	2.87% COLA
Student Equity and Achievement Program	523.98	523.98	0.0	0%	
Student Success Completion Grant	412.60	412.60	0.0	0%	
Strong Workforce Program	290.40	290.40	0.0	0%	Includes $60 million for nursing through 2028-29
Part-time faculty health insurance	200.49	200.49	0.0	0%	
Extended Opportunity Programs and Services (EOPS)	189.30	194.73	5.43	2.87%	COLA
Disabled Students Programs and Services (DSPS)	178.69	183.81	5.13	2.87%	COLA
Full-time faculty hiring	150.0	150.0	0.0	0%	
Integrated technology	89.50	94.50	5.0	5.59%	Ongoing funds added for the Common Cloud Data Platform

MAY REVISE ONGOING BUDGET DETAIL IN MILLIONS

Program	2025-26 Revised	2026-27 Proposed	Change Amount	Percent Change	Explanation of Change
California College Promise (AB 19)	91.21	91.21	0.0	0%	
Financial aid administration	83.73	85.22	1.49	1.78%	Waived fees and per unit adjustment
CalWORKs student services	56.92	58.56	1.64	2.87%	COLA
NextUp (foster youth program)	54.11	54.11	0.0	0%	
California Online Community College (Calbright College)	15.0	53.10	38.10	254%	Ongoing funds added
Basic needs centers	43.29	51.29	8.0	18.48%	$8 million reallocated from the Classified Employee Summer Assistance Program to Basic Needs Centers for FY 2026-27 and FY 2027-28.
Mandates Block Grant and reimbursements	39.16	40.90	1.74	4.44%	COLA and updated enrollment adjustment
Mathematics, Engineering, Science Achievement (MESA)	39.42	39.42	0.0	0%	

MAY REVISE ONGOING BUDGET DETAIL IN MILLIONS

Program	2025-26 Revised	2026-27 Proposed	Change Amount	Percent Change	Explanation of Change
Apprenticeship (community college districts RSI)	35.62	36.62	1.0	2.81%	COLA and updated enrollment adjustment
Cooperative Agencies Resources for Education (CARE)	34.61	35.61	0.99	2.87	COLA
Rising Scholars Network	35.00	35.00	0.0	0%	
Student mental health services	32.47	32.47	0.0	0%	
CA Apprenticeship Initiative	30.0	30.0	0.0	0%	
Institutional effectiveness initiative	27.50	27.50	0.0	0%	
Part-time faculty compensation	26.54	26.54	0.0	0%	
Part-time faculty office hours	23.63	23.63	0.0	0%	
Economic and Workforce Development	22.93	22.93	0.0	0%	

MAY REVISE ONGOING BUDGET DETAIL IN MILLIONS

Program	2025-26 Revised	2026-27 Proposed	Change Amount	Percent Change	Explanation of Change
Homeless and Housing Insecurity Program ("Rapid Rehousing")	20.56	20.56	0.0	0%	
California Virtual Campus	20.00	20.00	0.0	0%	
California Healthy School Food Pathway Program	0.0	14.34	14.34	N/A	Ongoing funds added
Nursing grants	13.38	13.38	0.0	0%	
Puente Project	13.33	13.33	0.0	0%	
Equal Employment Opportunity Program	12.77	13.40	0.28	2.17%	Increased Funding
Lease revenue bond payments	12.77	12.86	0.09	0.69%	Increased Funding
Dreamer Resource Liaisons	11.60	11.60	0.0	0%	
Student housing lease revenue bond payments	0.0	11.06	11.06	N/A	Lease revenue debt service for community college housing projects
Veterans Resource Centers	10.82	10.82	0.0	0%	

MAY REVISE ONGOING BUDGET DETAIL IN MILLIONS

Program	2025-26 Revised	2026-27 Proposed	Change Amount	Percent Change	Explanation of Change
Immigrant legal services through CDSS	10.00	10.00	0.0	0%	
Umoja	9.18	9.18	0.0	0%	
Asian American and Native Hawaiian and Pacific Islander (AANHPI) Student Achievement Program	8.00	8.00	0.0	0%	
Credit for Prior Learning Policies	5.00	7.00	2.00	N/A	
Foster Parent Education Program	6.15	6.15	0.0	0%	
Childcare tax bailout	4.42	4.55	0.13	2.87%	COLA
Rising Scholars Network-Textbooks/Digital Course Content for Inmates	3.00	3.00	0.0	0%	
Classified Employee Summer Assistance Program	10.00	2.00	-8.0	-80%	$8 million reallocated from the Classified Employee Summer Assistance Program to Basic Needs Centers for FY 2026-27 and FY 2027-28.

MAY REVISE ONGOING BUDGET DETAIL IN MILLIONS

Program	2025-26 Revised	2026-27 Proposed	Change Amount	Percent Change	Explanation of Change
Middle College High School Program	1.84	1.84	0.0	0%	
Academic Senate	1.80	1.80	0.0	0%	
Historically Black Colleges and Universities (HBCU) Transfer Pathway project	1.38	1.38	0.0	0%	
African American Male Education Network and Development (A2MEND)	1.10	1.10	0.0	0%	
FCMAT	0.77	0.77	0.0	0%	
Transfer education and articulation (excluding HBCU Transfer Pathway project)	0.70	0.70	0.0	0%	
Total	**$13,780.02**	**$14,379.23**	**$599.21**	**4.35%**	

APPENDIX B
FUND SCHEDULES
FY2026/27 TENTATIVE BUDGET

FUND DESCRIPTIONS

GOVERNMENTAL

Governmental funds are used to track information on resources associated with the district's educational objectives.

GENERAL FUND

- Restricted
- Unrestricted

DEBT SERVICE

- Bond Interest & Redemption

CAPITAL PROJECTS

- Capital Outlay Projects
- General Obligation Bond

PROPRIETARY

Proprietary funds are for tracking district activities similar to those used in private-sector accounting due to their income-producing character.

ENTERPRISE FUNDS

- Bookstore
- Cafeteria

INTERNAL SERVICE

- Self-Insurance

FIDUCIARY

Fiduciary funds account for assets held on behalf of another party for which the district has some discretionary authority.

TRUST FUNDS

- Associated Student Government
- Student Center Fee
- Student Financial Aid
- Other Trust Fund

FUND		PURPOSE
11	General Fund—Unrestricted	Used to account for resources available for the general District operations and support for educational programs.
12	General Fund—Restricted	Restricted monies are from an external source that requires the monies be used for a specific purpose or purposes.
29	Debt Service	Used only for the accumulation of resources for, and the payment of, other types of general long-term debt principal and interest.
41	Capital Outlay Projects	Used to account for the accumulation and expenditure of monies for the acquisition or construction of significant capital outlay items and scheduled maintenance and special repairs projects.
43	General Obligation Bond	Designated to account for the proceeds from the sale of the bonds under Proposition 39, and the related expenditures related to the acquisition and construction of the projects voted and approved by the local property owners.
51	Bookstore	Receives the proceeds derived from the bookstore operations. All necessary expenses for the bookstore may be paid from generated revenue.
52	Cafeteria	Receives all monies from the sale of food or any other services performed by the cafeteria. Costs incurred from the operation and maintenance of the cafeteria are paid from this fund.
61	Self-Insurance	Used to account for income and expenditures of authorized self-insurance programs.
71	Associated Student Government	These monies are held in trust by the District for its organized student body associations, excluding clubs.
72	Student Representation Fee	Accounts for moneys collected to be expended to provide support for students or representatives who may be stating their positions and viewpoints before city, county, and district government, and before offices and agencies of the state and federal government. Effective January 1, 2020, 50% of the fees collected will be expended to support the Student Senate of the California Community Colleges (SSCCC).
73	Student Center Fee	Accounts for monies collected by the District for the purpose of establishing an annual building and operating fee to finance, construct, enlarge, remodel, refurbish, and operate a student center.
74	Student Financial Aid	Accounts for the deposit and direct payment of government-funded student financial aid.
79	Other Trust Fund	Other Trust Funds are used to account for all other moneys held in a trustee capacity by the college or District. Such funds may be established and maintained in the appropriate country treasury or the governing board may establish a bank account for each trust.

MiraCosta College

BUDGETED REVENUES & EXPENDITURES

General Fund-Unrestricted FUND 11	Actual FY2024-25	Budget FY2025-26	Actual Projected FY2025-26	Tentative Budget FY2026-27
REVENUES				
STATE REVENUES				
General Apportionments	2,080,609	1,854,057	1,854,057	1,854,057
Education Protection Account (EPA)	993,088	966,392	966,392	995,296
Other State Revenues-*STRS on Behalf*	3,953,606	4,203,645	4,203,645	4,554,359
Other State Revenues	1,481,347	1,481,347	1,481,347	1,481,347
State Non-Tax Revenue	2,192,478	2,207,119	2,129,119	2,119,875
State Tax Subventions	618,837	618,839	618,839	618,839
TOTAL STATE REVENUES	**11,319,966**	**11,331,399**	**11,253,399**	**11,623,773**
LOCAL REVENUES				
Local Property Taxes	147,963,421	155,169,240	155,169,240	162,182,889
Student Fees And Charges	8,911,104	8,089,326	8,800,000	8,976,000
Interest & Investment Income	2,888,151	2,100,000	2,100,000	2,100,000
Rentals and Leases	129,000	110,000	110,000	126,000
Sales And Commissions	125,898	115,000	130,000	130,000
Other Local Revenues	233,561	254,121	266,000	270,000
TOTAL LOCAL REVENUES	**160,251,136**	**165,837,687**	**166,575,240**	**173,784,889**
OTHER FINANCING SOURCES				
Incoming Transfers	-	-	-	-
Sale of Fixed Assets	70,030	60,000	60,000	60,000
NET OTHER FINANCING SOURCES	70,030	60,000	60,000	60,000
TOTAL REVENUES	**171,641,131**	**177,229,086**	**177,888,639**	**185,468,662**
EXPENDITURES		0	0	0
Academic Salaries	57,851,778	62,979,663	62,863,662	67,388,450
Classified Salaries	38,602,946	41,081,892	40,864,337	42,993,232
Employee Benefits	43,037,212	45,192,989	45,355,227	50,769,726
Supplies and Printing	1,249,371	1,411,841	1,411,841	1,411,841
Other Operating Costs	15,437,880	16,717,784	16,590,840	17,670,382
Capital Outlay	2,810,455	3,274,081	2,428,644	2,703,644
Other Outgo	9,999,444	6,570,836	8,374,088	5,221,800
Guided Pathway & ProgReview TBD	-	-	-	-
TOTAL EXPENDITURES	**168,989,086**	**177,229,086**	**177,888,639**	**188,159,075**
REVENUES OVER/(UNDER) EXPENDITURES	**2,652,046**	**0**	**(0)**	**(2,690,413)**
FUND BALANCE, JULY 1	39,861,228	42,513,273	42,513,273	42,513,273
FUND BALANCE, JUNE 30	**42,513,273**	**42,513,273**	**42,513,273**	**39,822,860**
FUND BALANCE % OF EXPENDITURE	**25.2%**	**24.0%**	**23.9%**	**21.2%**

FUND 12 RESTRICTED GENERAL FUNDS

Fund 12 Restricted General Funds

- Revenue and Expenses estimated based on FY2025/26 data.
- Grant carryover funds to be determined after year-end close in August.
- Categorical and Other restricted funding will be provided at the end of July.
- Many changes will occur for Fund 12. The following schedule is a placeholder budget to allow spending starting 7/1/2026 and will be updated in July and August.

BUDGETED REVENUES & EXPENDITURES

General Fund-Restricted FUND 12	Actual FY2024-25	Budget FY2025-26	Actual Projected FY2025-26	Tentative Budget FY2026-27
REVENUES				
FEDERAL REVENUES				
Higher Education Act	3,079,326	2,391,701	1,600,000	1,133,360
Student Financial Aid	-	22,000	-	22,000
Career and Technical Education	453,773	512,701	512,701	512,701
TANF	51,263	52,155	48,574	48,574
Veterans Education	11,967	48,415	48,415	48,415
Other Federal Revenues	2,830,542	3,067,576	2,000,000	3,670,625
TOTAL FEDERAL REVENUES	**6,426,872**	**6,094,547**	**4,209,690**	**5,435,674**
STATE REVENUES				
General Categorical Programs	24,371,523	29,360,663	30,098,739	27,871,029
Reimburseable Categorical	6,347,619	7,055,711	6,000,000	7,895,230
Other State Revenues-***STRS** on Behalf*	300,227	273,798		273,798
Other State Revenues	339,460	463,452	450,000	438,117
State Non-Tax Revenue	877,807	801,493	700,000	801,493
TOTAL STATE REVENUES	**32,236,636**	**37,955,117**	**37,248,739**	**37,279,668**
LOCAL REVENUES				
Student Fees And Charges	1,164,934	1,136,439	1,168,000	1,136,439
Interest & Investment Income	264,445	-	-	-
Other Local Revenues	415,904	466,665	800,000	647,790
TOTAL LOCAL REVENUES	**1,845,283**	**1,603,104**	**1,968,000**	**1,784,229**
OTHER FINANCING SOURCES				
NET OTHER FINANCING SOURCES	-	-	-	-
TOTAL REVENUES	**40,508,791**	**45,652,768**	**43,426,429**	**44,499,571**
EXPENDITURES				
Academic Salaries	4,466,359	5,265,467	3,480,685	5,039,911
Classified Salaries	11,705,056	10,644,899	9,106,050	10,567,583
Employee Benefits	6,725,432	6,706,876	5,450,542	6,475,669
Supplies and Printing	1,139,892	999,172	750,000	1,171,053
Other Operating Costs	6,026,042	7,326,927	6,000,000	7,899,115
Capital Outlay	3,091,941	2,819,048	2,000,000	1,518,016
Other Outgo	7,027,955	9,283,025	7,950,000	9,367,490
Contingencies & Suspense	-	2,607,354	-	2,460,734
TOTAL EXPENDITURES	**40,182,677**	**45,652,768**	**34,737,277**	**44,499,571**
REVENUES OVER/(UNDER) EXPENDITURE	**326,114**	**-**	**8,689,152**	**-**
FUND BALANCE, JULY 1	2,358,746	2,684,860	2,684,860	11,374,012
FUND BALANCE, JUNE 30	**2,684,860**	**2,684,860**	**11,374,012**	**11,374,012**

BUDGETED REVENUES & EXPENDITURES

Debt Service FUND 29	Actual FY2024-25	Budget FY2025-26	Actual Projected FY2025-26	Tentative Budget FY2026-27
REVENUES	.	.	.	.
LOCAL REVENUES				
Interest & Investment Income	187,033	70,000	70,000	70,000
Rentals and Leases	-	-	-	-
TOTAL LOCAL REVENUES	**187,033**	**70,000**	**70,000**	**70,000**
OTHER FINANCING SOURCES				
Incoming Transfers	3,000,000	3,000,000	3,000,000	3,000,000
NET OTHER FINANCING SOURCES	3,000,000	3,000,000	3,000,000	3,000,000
TOTAL REVENUES	**3,187,033**	**3,070,000**	**3,070,000**	**3,070,000**
EXPENDITURES				
Other Operating Costs	-	-	-	-
Debt Payment & Other Outgo	3,033,763	3,031,263	3,031,263	3,029,763
TOTAL EXPENDITURES	**3,033,763**	**3,031,263**	**3,031,263**	**3,029,763**
REVENUES OVER/(UNDER) EXPENDITUR	**153,270**	**38,738**	**38,738**	**40,238**
FUND BALANCE, JULY 1	3,052,314	3,205,584	3,205,584	3,244,322
FUND BALANCE, JUNE 30	**3,205,584**	**3,244,322**	**3,244,322**	**3,284,559**

BUDGETED REVENUES & EXPENDITURES

Capital Outlay Projects FUND 41	Actual FY2024-25	Budget FY2025-26	Actual Projected FY2025-26	Tentative Budget FY2026-27
REVENUES				
LOCAL REVENUES				
Interest & Investment Income	5,353,550	2,200,000	2,200,000	2,200,000
Other Local Revenues	413,671	350,000	350,000	350,000
TOTAL LOCAL REVENUES	**5,767,222**	**2,550,000**	**2,550,000**	**2,550,000**
OTHER FINANCING SOURCES				
Incoming Transfers	5,805,413	2,549,036	2,200,000	1,200,000
Proceeds from Financing	-	-	-	-
NET OTHER FINANCING SOURCES	5,805,413	2,549,036	2,200,000	1,200,000
TOTAL REVENUES	**11,572,635**	**5,099,036**	**4,750,000**	**3,750,000**
EXPENDITURES				
Supplies and Printing	542	10,000	500	10,000
Other Operating Costs	1,198,369	1,500,000	1,200,000	1,500,000
Capital Outlay	18,589,768	22,010,000	16,000,000	22,010,000
Other Outgo	-	-	-	-
Contingencies & Suspense	-	2,500,000	-	2,500,000
TOTAL EXPENDITURES	**19,791,358.43**	**26,020,000**	**17,200,500**	**26,020,000**
REVENUES OVER/(UNDER) EXPENDITURES	**(8,218,724)**	**(20,920,964)**	**(12,450,500)**	**(22,270,000)**
FUND BALANCE, JULY 1	106,254,891	98,036,168	98,036,168	85,585,668
FUND BALANCE, JUNE 30	**98,036,168**	**77,115,204**	**85,585,668**	**63,315,668**

BUDGETED REVENUES & EXPENDITURES

General Obligation Bond FUND 43	Actual FY2024-25	Budget FY2025-26	Actual Projected FY2025-26	Tentative Budget FY2026-27
REVENUES				
Interest & Investment Income	6,279,399	1,500,000	1,100,000	1,500,000
TOTAL LOCAL REVENUES	**6,279,399**	**1,500,000**	**1,100,000**	**1,500,000**
OTHER FINANCING SOURCES				
Proceeds from Financing	-	-	-	-
NET OTHER FINANCING SOURCES	-	-	-	-
TOTAL REVENUES	**6,279,399**	**1,500,000**	**1,100,000**	**1,500,000**
EXPENDITURES				
Supplies and Printing	167,033	750,000	10,000	1,250,000
Other Operating Costs	48,333	650,000	120,000	1,150,000
Capital Outlay	42,744,767	67,034,382	40,000,000	32,034,382
Other Outgo	-	1,000,000	-	1,500,000
TOTAL EXPENDITURES	**42,960,133**	**69,434,382**	**40,130,000**	**35,934,382**
REVENUES OVER/(UNDER) EXPENDITURES	**(36,680,734)**	**(67,934,382)**	**(39,030,000)**	**(34,434,382)**
FUND BALANCE, JULY 1	120,679,662	83,998,928	83,998,928	44,968,928
FUND BALANCE, JUNE 30	**83,998,928**	**16,064,546**	**44,968,928**	**10,534,546**

BUDGETED REVENUES & EXPENDITURES

Bookstore FUND 51	Actual FY2024-25	Budget FY2025-26	Actual Projected FY2025-26	Tentative Budget FY2026-27
REVENUES				
LOCAL REVENUES				
Interest & Investment Income	29	50	-	50
Sales And Commissions	61,930	55,000	55,000	55,000
TOTAL LOCAL REVENUES	**61,959**	**55,050**	**55,000**	**55,050**
Incoming Transfers	-	-	-	-
TOTAL REVENUES	**61,959**	**55,050**	**55,000**	**55,050**
EXPENDITURES				
Classified Salaries	7,240	20,000	12,090	15,000
Employee Benefits	4,678	10,000	7,447	10,000
Other Operating Costs	89,988	80,000	90,000	90,000
Other Outgo	-	-	-	-
TOTAL EXPENDITURES	**101,906**	**110,000**	**109,537**	**115,000**
REVENUES OVER/(UNDER) EXPENDITURES	**(39,947)**	**(54,950)**	**(54,537)**	**(59,950)**
FUND BALANCE, JULY 1	260,431	220,484	220,484	165,947
FUND BALANCE, JUNE 30	**220,484**	**165,534**	**165,947**	**105,997**

- Bookstore commission remains low compared to prior year.
- Deficit spending, results in fund balance reduction each year which may be depleted by 2030.

BUDGETED REVENUES & EXPENDITURES

Cafeteria FUND 52	Actual FY2024-25	Budget FY2025-26	Actual Projected FY2025-26	Tentative Budget FY2026-27
REVENUES			.	
LOCAL REVENUES				
Sales And Commissions	36,631	30,000	27,000	30,000
TOTAL LOCAL REVENUES	**36,631**	**30,000**	**27,000**	**30,000**
OTHER FINANCING SOURCES				
Incoming Transfers	500,000	500,000	500,000	500,000
NET OTHER FINANCING SOURCES	500,000	500,000	500,000	500,000
TOTAL REVENUES	**536,631**	**530,000**	**527,000**	**530,000**
EXPENDITURES				
Classified Salaries	3,620	6,500	6,046	6,500
Employee Benefits	2,339	3,400	3,723	4,000
Supplies and Printing	-	-	-	-
Other Operating Costs	550,807	500,000	636,900	500,000
Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	**556,766**	**509,900**	**646,669**	**510,500**
REVENUES OVER/(UNDER) EXPENDITURI	**(20,135)**	**20,100**	**(119,669)**	**19,500**
FUND BALANCE, JULY 1	162,435	142,300	142,300	22,631
FUND BALANCE, JUNE 30	**142,300**	**162,400**	**22,631**	**42,131**

BUDGETED REVENUES & EXPENDITURES

Self Insurance FUND 61	Actual FY2024-25	Budget FY2025-26	Actual Projected FY2025-26	Tentative Budget FY2026-27
REVENUES			.	
LOCAL REVENUES				
Interest & Investment Income	55,915	50,000	46,000	45,000
Other Local Revenues	-	-	-	-
TOTAL LOCAL REVENUES	**55,915**	**50,000**	**46,000**	**45,000**
OTHER FINANCING SOURCES				
Incoming Transfers	480,000	50,000	50,000	50,000
NET OTHER FINANCING SOURCES	480,000	50,000	50,000	50,000
TOTAL REVENUES	**535,915**	**100,000**	**96,000**	**95,000**
EXPENDITURES				
Supplies and Printing	-	5,000	5	5,000
Other Operating Costs	19,480	80,000	60,000	80,000
Capital Outlay	-	50,000	2,500	50,000
Contingencies & Suspense	-	-	-	-
TOTAL EXPENDITURES	**19,480**	**135,000**	**62,505**	**135,000**
REVENUES OVER/(UNDER) EXPENDITURES	**516,435**	**(35,000)**	**33,495**	**(40,000)**
FUND BALANCE, JULY 1	1,014,895	1,531,330	1,531,330	1,564,825
FUND BALANCE, JUNE 30	**1,531,330**	**1,496,330**	**1,564,825**	**1,524,825**

- District maintains a self-insurance fund to cover for insurance claim costs not covered by insurance, such as co-pay, deductible, and legal liabilities
- Fund Balance reserves at the of FY2026/27 is projected at $1.5M.

BUDGETED REVENUES & EXPENDITURES

Associated Student Gov FUND 71	Actual FY2024-25	Budget FY2025-26	Actual Projected FY2025-26	Tentative Budget FY2026-27
REVENUES			.	
LOCAL REVENUES				
Other Local Revenues	31,448	30,000	22,013	25,000
TOTAL LOCAL REVENUES	**31,448**	**30,000**	**22,013**	**25,000**
OTHER FINANCING SOURCES				
Incoming Transfers	100,000	100,000	100,000	100,000
NET OTHER FINANCING SOURCES	100,000	100,000	100,000	100,000
TOTAL REVENUES	**131,448**	**130,000**	**122,013**	**125,000**
EXPENDITURES				
Classified Salaries	19,196	22,000	22,720	25,000
Employee Benefits	1,211	7,200	1,455	2,000
Supplies and Printing	6,201	10,000	7,000	10,000
Other Operating Costs	44,009	86,000	50,000	86,000
Capital Outlay	165	1,000	-	1,000
Other Outgo	13,477	12,000	8,570	12,000
TOTAL EXPENDITURES	**84,259**	**138,200**	**89,745**	**136,000**
REVENUES OVER/(UNDER) EXPENDITURES	**47,189**	**(8,200)**	**32,268**	**(11,000)**
FUND BALANCE, JULY 1	293,230	340,419	340,419	372,687
FUND BALANCE, JUNE 30	**340,419**	**332,219**	**372,687**	**361,687**

- Other Local Revenues from Student ID sales
- Incoming Transfers revenue of $100,000 from Fund 11-General Funds Unrestricted (GFU), to support ASG activities. The Bookstore revenue cannot support ASG anymore.

BUDGETED REVENUES & EXPENDITURES

Student Representation Trust Fund FUND 72	Actual FY2024-25	Budget FY2025-26	Actual Projected FY2025-26	Tentative Budget FY2026-27
REVENUES			.	
LOCAL REVENUES				
Other Local Revenues	45,904	45,000	45,000	45,000
TOTAL LOCAL REVENUES	**45,904**	**45,000**	**45,000**	**45,000**
TOTAL REVENUES	**45,904**	**45,000**	**45,000**	**45,000**
EXPENDITURES				
Other Operating Costs	35,472	42,500	42,500	42,500
Other Outgo	1,610	2,500	882	2,500
TOTAL EXPENDITURES	**37,082**	**45,000**	**43,382**	**45,000**
REVENUES OVER/(UNDER) EXPENDITURES	**8,822**	**-**	**1,618**	**-**
FUND BALANCE, JULY 1	78,886	87,708	87,708	89,326
FUND BALANCE, JUNE 30	**87,708**	**87,708**	**89,326**	**89,326**

- AB 1504 Ed code 76060.5 amended Jan 1, 2020. To provide support for governmental affairs representatives of local or statewide student body organizations who may be stating their positions and viewpoints before city, county, and district governments, and before offices and agencies of state government
- $2 Student representation fee collected of which $1 is sent to the Chancellor's Office for statewide student rep and $1 remains in Fund 72 for MiraCosta's ASG. Students may opt-out from paying the $2 rep fee.
- Operating cost: 50% of local revenues received are sent to the CCC Office and 50% is budgeted for MCCD's ASG; local spending has been minimal; thus, the fund balance has progressively increased each year.

BUDGETED REVENUES & EXPENDITURES

Student Center Fee FUND 73	Actual FY2024-25	Budget FY2025-26	Actual Projected FY2025-26	Tentative Budget FY2026-27
REVENUES		.	.	.
LOCAL REVENUES				
Student Fees And Charges	124,053	63,000	127,000	127,000
Interest & Investment Income	11,284	7,000	5,000	7,000
TOTAL LOCAL REVENUES	**135,337**	**70,000**	**132,000**	**134,000**
OTHER FINANCING SOURCES				
Incoming Transfers	-	-	-	-
TOTAL REVENUES	**135,337**	**70,000**	**132,000**	**134,000**
EXPENDITURES				
Classified Salaries	65,831	89,880	94,207	99,000
Employee Benefits	30,796	50,000	46,000	50,000
Supplies and Printing	542	1,000	-	1,000
Other Operating Costs	-	500	-	500
Capital Outlay	409	2,000	-	2,000
Contingencies & Suspense	-	-	-	-
TOTAL EXPENDITURES	**97,578**	**143,380**	**140,207**	**152,500**
REVENUES OVER/(UNDER) EXPENDITUR	**37,759**	**(73,380)**	**(8,207)**	**(18,500)**
FUND BALANCE, JULY 1	168,863	206,621	206,621	198,414
FUND BALANCE, JUNE 30	**206,621**	**133,241**	**198,414**	**179,914**

- Student Center fees collected from enrolled students, excluding dual enrollment HS and other special cases.
- Fund Balance (Reserves) is projected at $180K at the end of FY2026/27.

BUDGETED REVENUES & EXPENDITURES

Student Financial Aid FUND 74	Actual FY2024-25	Budget FY2025-26	Actual Projected FY2025-26	Tentative Budget FY2026-27
REVENUES			.	
FEDERAL REVENUES				
Student Financial Aid	22,018,688	19,950,000	20,064,911	20,050,000
TOTAL FEDERAL REVENUES	**22,018,688**	**19,950,000**	**20,064,911**	**20,050,000**
STATE REVENUES				
General Categorical Programs	3,064,622	3,050,000	2,921,162	2,930,000
Other State Revenues-STRS on Behalf				
TOTAL STATE REVENUES	**3,064,622**	**3,050,000**	**2,921,162**	**2,930,000**
Interest & Investment Income	-	-	-	-
TOTAL REVENUES	**25,083,310**	**23,000,000**	**22,986,073**	**22,980,000**
EXPENDITURES				
Other Outgo	25,083,310	23,000,000	22,986,073	22,980,000
TOTAL EXPENDITURES	**25,083,310**	**23,000,000**	**22,986,073**	**22,980,000**
REVENUES OVER/(UNDER) EXPENDITURES	**-**	**-**	**-**	**-**
FUND BALANCE, JULY 1	-	-	-	-
FUND BALANCE, JUNE 30	**-**	**-**	**-**	**-**

- All financial receipts are issued to students, for net $0 bottom
- Federal Financial Aid includes SEOG, PELL, Fed Direct Loan.
- State Financial Aid includes Cal Grants, Chafee Grant, and Middle-Class Scholarship

BUDGETED REVENUES & EXPENDITURES

Other Trust - OPEB FUND 79	Actual FY2024-25	Budget FY2025-26	Actual Projected FY2025-26	Tentative Budget FY2026-27
REVENUES			.	
LOCAL REVENUES				
Interest & Investment Income	3,793,463	41,100	41,100	41,100
TOTAL LOCAL REVENUES	**3,793,463**	**41,100**	**41,100**	**41,100**
TOTAL REVENUES	**3,793,463**	**41,100**	**41,100**	**41,100**
EXPENDITURES				
Other Operating Costs	30,425	41,100	41,100	41,100
TOTAL EXPENDITURES	**30,425**	**41,100**	**41,100**	**41,100**
REVENUES OVER/(UNDER) EXPENDITURES	**3,763,038**	**-**	**-**	**-**
FUND BALANCE, JULY 1	35,446,785	39,209,823	39,209,823	39,209,823
FUND BALANCE, JUNE 30	**39,209,823**	**39,209,823**	**39,209,823**	**39,209,823**
ACTUARIAL GASB 74/75 LIABILITY	**29,435,126**	**29,435,126**	**29,435,126**	**29,435,126**
ACCRUED FUNDED LIABILITY RATIO	**133.2%**	**133.2%**	**133.2%**	**133.2%**
RATE OF RETURN, PORTFOLIO TARGET	**5.5%**	**5.5%**	**5.5%**	**5.5%**

- OPEB (Other Post-Employment Employee Benefit) trust fund is market driven.

LAST PAGE

MiraCosta Community College District Item Report

Item: VII.Q.
Meeting Date: June 25, 2026

Subject:	Approve FY2028-32 Five-Year Capital Construction Plan
Category:	Consent Items
Institutional Goal Supported:	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. MiraCosta 5 Year Plan 2028-32

Background:

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

Status:

The Five-Year Construction Plan identifies the capital construction projects the district plans, and it includes estimated costs and schedules. Pending approval from the board, the Five-Year Construction Plan will be submitted to the Chancellor's Office on or before July 1, 2026. This plan updates the next five years of district capital construction projects that were identified in the 2016 Facilities Plan and the 2025 Facilities Futures Plan. The funding for these projects will come from a combination of Measure MM's $455 million general obligation bond program, State Scheduled Maintenance, and District Fund 41 Capital Construction funds. The results of this extensive investigative and collaborative project planning process are documented in the attached project list.

Recommended Action:

Approve the FY2028-2032 Five-Year Construction Plan, as stated above.

MiraCosta
Community College District

2028-2032
Five Year Construction Plan
(2028-29 First Funding Year)

FY2028 - FY2032 FIVE YEAR CAPITAL OUTLAY PLAN
(FY2028 - 2029) FIRST YEAR FUNDING

MiraCosta Community College District

Prepared in reference to the Community College Construction Act of 1980
and
approved on behalf of the local governing board for submission to
the office of the Chancellor, California Community Colleges

Signed _____
Sunita V. Cooke, Ph.D.
(Chief Executive Officer or their designee)

Title Superintendent/President

Date 05/27/2026

Contact Tom Macias

Telephone 760-795-6691

Date Received at Chancellor's Office:

_____

Chancellor's Office Reviewed by:

_____
Notice of Approval

MIRACOSTA COMMUNITY COLLEGE DISTRICT
One Barnard Drive, Oceanside, CA 92056 · (760-757-2121) Fax (760) 757-8185
Visit us on the Internet: http://www.miracosta.cc.ca.us

MIRACOSTA COLLEGE FY 2028-2032 FIVE-YEAR CAPITAL CONSTRUCTION PLAN

The MiraCosta Community College District, comprising Oceanside, San Elijo, and the Community Learning Center campuses, serves the surrounding communities as a unified district.

In fall 2015, the 2011 Master Plan was comprehensively updated to analyze existing facilities and align development goals with the district's updated Education Master Plan. The Educational Plan was further updated in fall 2021 and will be completed in the Summer 2026.

The 2020 updated Long-Term Planning Framework resulted in some changes to the 2016 Institutional Goals. The revise goals are listed below: These goals establish what the district needs to guide decision-making and resource allocation:

1. MiraCosta College will provide equitable access, enhance student success and close equity gaps by deploying strategies that meet students where they are, create community, and dismantle systems of inequity.
2. MiraCosta College will meet identified external community needs by collaborating with community and industry partners to develop strategies that provide workforce solutions, prepare students to be active global citizens, and provide opportunities for cultural educational enrichment.
3. MiraCosta College will foster academic excellence by strategically developing a culturally competent, adaptive, innovative and relevant teaching and learning environment; co-curricular activities that bridge classroom learning and real-world experience; and intentional professional development for the college community that is responsive to a changing world.
4. MiraCosta College will demonstrate responsible stewardship and sustainability of college and community resources by deploying strategies that invest in our employees to reach their full potential, maintain a sustainable and transparent financial model, and reduce the environmental impact of our physical resources

The 2015 Facilities Futures Plan is currently undergoing revisions that will allow the district to estimate the funding required to implement the Facilities Futures Plan.

2025 Facilities Futures Plan Update Efforts

The revisions to the 2025 Facilities Futures Plan, set for completion in June 2026, followed a structured development process: Prepare, Analyze, Frame, Explore, Recommend, Finalize, and Share.

Facilities Guiding Principles

- Improve visibility and enhance the sense of belonging.
- Foster community and representation for all.
- Promote collaboration and engagement.
- Be agile, adaptable, and innovative.
- Create healthy, accessible, and resilient communities.

Outreach Efforts

A diverse group of stakeholders—including trustees, students, faculty, and community members participated in the planning process through surveys, workshops, meetings, forums, and presentations for both the 2016 and 2025 Facilities Plans. Shared Governance committees including the Budget and Planning Committee and the Campus Advisory Committee, as well as the Academic Senate, Classified Senate, Associated Student Government participated in the plan development and approval processes.

Finally, in November 2016, the district successfully passed the general obligation bond Measure MM. This measure has provided the district with $455M in addition to district capital construction and state scheduled maintenance funds to implement the projects identified in the Facilities Plan. The results of this extensive investigative and collaborative project planning process are documented in the following project list. Based on the updated Educational Master Plan, institutional goals, and the facilities assessments, district leadership identified, in no order, the following projects:

MIRACOSTA COLLEGE FY 2028-2032
FIVE-YEAR CAPITAL CONSTRUCTION PLAN PROJECTS

Oceanside Campus Reno Building 4500 Science

Major renovations will convert existing Chemistry labs and associated support spaces to new labs for the Physical and Earth Science programs. The project will include upgrades of all remaining science labs, accessibility upgrades, and the replacement of aging air handling units as well as mechanical, electrical, and plumbing (MEP) upgrades.

Budget: $35,546,063
Occupy Year: 2027-28
Gross Square Feet: 20,565

Oceanside Campus Professional Development (Building 4700)

This project will renovate the existing building area to create a permanent location for the Professional Development program of MiraCosta College. Their services support the professional development of staff and faculty across all MiraCosta College. This service is currently housed in a temporary trailer location.

Budget: $4,716,462
Occupy Year: 2026-27
Gross Square Feet: N/A

Oceanside Campus Signage and Wayfinding Implementation

This project will include implementation of signage and wayfinding throughout the Oceanside campus. This is planned to include a refresh of building interior and exterior signage, wayfinding signage around campus, and signage to support vehicular traffic.

Budget: $4,290,000
Occupy Year: 2027-28
Gross Square Feet: n/a

Oceanside/CLC/San Elijo Campuses - Security Camera Project

This project will cover the installation of an integrated security camera system across the San Elijo, Community Learning Center and Oceanside campuses. Once cameras and systems have been installed it will be a significant first step in creating a standardized system for video security.

Budget: $1,267,420
Occupy Year: 2027-28
Gross Square Feet: N/A

Oceanside Campus First Year Hub

This project will be developed to replace functions currently located in the 3500 and 3600 buildings. The central location will improve access and create opportunities for enhanced collaboration and use. Flexible leaning environments, study and office areas will be designed to support program needs and promote interdisciplinary collaboration. This project will be submitted again as an Initial Project Proposal (IPP) in 2012 and the District is proposing a 50% local contribution to increase the chances of receiving state funding.

Budget: $27,027,523
Occupy Year: 2033-34
Gross Square Feet: 21,302

STATUS OF CEQA COMPLIANCE

The environmental impact report (EIR) was determined necessary for the Oceanside campus only. The San Elijo campus and the Community Learning Center were both designated to be exempt under California Environmental Quality Act (CEQA). The EIR for the Oceanside campus was originally approved by the board on April 19, 2018, and amended on May 14, 2020, which covers all Measure MM projects that are outlined in the 2016 Facilities Master Plan. The district remains extremely sensitive to environmental issues and constructs & operates its facilities in conformance with all environmental laws and regulations. Additionally, the San Elijo campus must conform to permit conditions set by the California Coastal Commission. All projects constructed in the district are constructed in compliance with CEQA.

FUSION

Inventory of Land

Planning

MiraCosta Community College District (50)

List the address and acreage of every land unit owned by the district (Education Code 81821 ((b)3)). Please identify all locations, both on-campus and off-campus, grouped according to their "parent" institution. In the event the list is long or complicated, please substitute copies of college bulletins or other notices to the public which display similar information. The list should be current as of October the prior year.

Address	Acres
Community Learning Center	7.6
1831 Mission Avenue	
Oceanside, CA 92058	
Oceanside Campus	121.5
One Barnard Drive	
Oceanside, CA 92056	
San Elijo Campus	48
3333 Manchester Avenue	
Cardiff, CA 92007	
Total Acreage:	**177.1**

Legislative Districts

Campus	Assembly	Senate	House
MiraCosta College (Oceanside Campus)	74	38	49
San Elijo Center	77	38	49
Community Learning Center	74	38	49

FUSION

Instructional Delivery Load

Planning

MiraCosta Community College District (50)

Address

Carlsbad City Library Lrn Ctr

3368 Eureka Pl

Carlsbad, CA 92008

Carmel Valley Middle School

3800 Mykonos Ln

San Diego, CA 92130

Community Learning Center

1831 Mission Avenue

Oceanside, CA 92058

Country Club Senior Center

455 Country Club Ln

Oceanside, CA 92054

El Corazon Senior Center

3302 Senior Center Dr.

Oceanside, CA 92056

Jefferson Elementary School

3743 Jefferson St.

Carlsbad, CA 92008

Libby Elementary School

423 W. Redondo Dr

Oceanside, CA 92057

Oak Creek Middle School

675 Balour Dr

Encinitas, CA 92024

Oceanside Campus

One Barnard Drive

Oceanside, CA 92056

San Elijo Campus

3333 Manchester Avenue

Cardiff, CA 92007

Technology Career Institute

2075 Las Palmas Drive

Carlsbad, CA 92011

FUSION

District Projects Priority Order (2026-2032)

Planning

MiraCosta Community College District (50)

No. Project / Campus	Source	Total Cost	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
			Schedule of Funds						
1 Renovate Building 4500 Science									
MiraCosta College (Oceanside Campus)									
Occupancy: 2026-27	**STATE:**	$0							
Net ASF: -254	**DISTRICT:**	$35,546,061							
2 All Campus - Security Camera Project									
MiraCosta College (Oceanside Campus)									
Occupancy: 2024-25	**STATE:**	$0							
Net ASF: 0	**DISTRICT:**	$1,267,420							
3 Professional Development (Building 4700)									
MiraCosta College (Oceanside Campus)									
Occupancy: 2025-26	**STATE:**	$0							
Net ASF: 0	**DISTRICT:**	$4,716,462							
4 Signage and Wayfinding Implementation									
MiraCosta College (Oceanside Campus)									
Occupancy: 2024-25	**STATE:**	$0							
Net ASF: 0	**DISTRICT:**	$4,290,000							
5 First Year Hub									
MiraCosta College (Oceanside Campus)						Phases P,W	Phases C,E		
Occupancy: 2033-34	**STATE:**	$13,663,341				$1,177,960	$12,485,381		
Net ASF: 109	**DISTRICT:**	$13,364,181				$925,540	$12,438,641		
GRAND TOTALS			**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**
	STATE:	$13,663,341	$0	$0	$0	$1,177,960	$12,485,381	$0	$0
	DISTRICT:	$59,184,124	$0	$0	$0	$925,540	$12,438,641	$0	$0

FUSION

District Capacity/Load Ratios

Planning

MiraCosta Community College District (50)

District Lecture Capacity/Load Ratio

No. Project Lect ASF	WSCH	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
5 First Year Hub									
-1,300	-2,060	2033-34							117,412
MiraCosta College (Oceanside Campus)									222%
Lecture Summary / Totals			**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Lecture ASF	Actual*/Projected WSCH		41,643	44,873	47,258	51,300	52,800	52,796	52,792
75,387	Cumulative Capacity		119,472	119,472	119,472	119,472	119,472	119,472	119,472
	Capacity/Load Ratio		287%	266%	253%	233%	226%	226%	226%

FUSION

District Capacity/Load Ratios

Planning

MiraCosta Community College District (50)

District Lab Capacity/Load Ratio

No. Project / Lab ASF	WSCH	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
3 Professional Development (Building 4700)									
0	0	2025-26							
MiraCosta College (Oceanside Campus)									
1 Renovate Building 4500 Science									
-209	92	2026-27							
MiraCosta College (Oceanside Campus)									
5 First Year Hub									
-134	-52	2033-34							47,069
MiraCosta College (Oceanside Campus)									183%
Lab Summary / Totals			**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Lab ASF	Actual*/Projected WSCH		19,905	21,545	22,750	24,923	25,705	25,703	25,702
123,230	Cumulative Capacity		47,121	47,121	47,121	47,121	47,121	47,121	47,121
	Capacity/Load Ratio		237%	219%	207%	189%	183%	183%	183%

FUSION

District Capacity/Load Ratios

Planning

MiraCosta Community College District (50)

District Office Capacity/Load Ratio

No. Project / Off ASF	FTE	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
3 Professional Development (Building 4700)									
0	0	2025-26							
MiraCosta College (Oceanside Campus)									
1 Renovate Building 4500 Science									
-45	0	2026-27							
MiraCosta College (Oceanside Campus)									
5 First Year Hub									
-177	-1	2033-34							528
MiraCosta College (Oceanside Campus)									106%
Office Summary / Totals			**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Office ASF	Actual*/Projected FTE		461	467	473	479	485	491	497
95,101	Cumulative Capacity		529	529	529	529	529	529	529
	Capacity/Load Ratio		115%	113%	112%	110%	109%	108%	106%

FUSION

District Capacity/Load Ratios

Planning

MiraCosta Community College District (50)

District Library Capacity/Load Ratio

No.	Project	Lib ASF	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34

Library Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
Library ASF	Actual*/Projected ASF	49,101	49,098	49,095	49,093	49,089	49,086	49,083
22,781	Cumulative Capacity	22,781	22,781	22,781	22,781	22,781	22,781	22,781
	Capacity/Load Ratio	46%	46%	46%	46%	46%	46%	46%

FUSION

District Capacity/Load Ratios

Planning

MiraCosta Community College District (50)

District AV/TV Capacity/Load Ratio

No. Project	AV/TV ASF	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
5 First Year Hub									
	1,020	2033-34							4,013
MiraCosta College (Oceanside Campus)									20%

AV/TV Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
AV/TV ASF	Actual*/Projected ASF	20,000	20,000	20,000	20,000	20,000	19,999	19,999
2,993	Cumulative Capacity	2,993	2,993	2,993	2,993	2,993	2,993	2,993
	Capacity/Load Ratio	15%	15%	15%	15%	15%	15%	15%

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (50)

District Load Distribution

	Instructional Staff FTE	Total Campus WSCH	Off-Campus WSCH	On-Campus WSCH	P.E. Laboratory WSCH	On-Campus Lecture WSCH	On-Campus Laboratory
Actual Fall							
2024	449	139,199	92,180	47,019	3,286	30,826	12,906
2025	445	141,028	89,868	51,160	1,022	32,293	17,845
Forecast							
2026	454	142,855	85,599	57,256	476	38,480	18,301
2027	461	144,685	82,615	62,070	521	41,643	19,905
2028	467	146,514	79,527	66,987	567	44,873	21,545
2029	473	148,340	77,730	70,610	601	47,258	22,750
2030	479	150,168	73,282	76,886	662	51,300	24,923
2031	485	151,996	72,806	79,190	684	52,800	25,705
2032	491	151,983	72,800	79,183	684	52,796	25,703

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (50)

Instructional Load by Campus

WSCH Distributed to Campuses or Other Locations

	Actual Fall			Forecast						
	2023	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Community Learning Center										
	2,479	5,290	5,613	5,714	5,787	5,861	5,934	6,007	6,080	6,079
MiraCosta College (Oceanside Campus)										
	125,589	125,404	127,532	128,570	130,217	131,862	133,506	135,151	136,796	136,785
San Elijo Center										
	5,211	8,505	7,883	8,571	8,681	8,791	8,900	9,010	9,120	9,119
Total	**133,279**	**139,199**	**141,028**	**142,855**	**144,685**	**146,514**	**148,340**	**150,168**	**151,996**	**151,983**

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (50)
Total District Library Load

	Total Day-Graded	Number of Campuses	Initial ASF (3,795/Camp)	First 3,000 Day Graded (3.83/DG)	Between 3k - 9k (3.39/DG)	Above 9,000 (2.94/DG)	Total ASF
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(d+e+f+g)
Forecast							
2026	11,003	3	11,385	11,490	20,340	5,889	49,104
2027	11,002	3	11,385	11,490	20,340	5,886	49,101
2028	11,001	3	11,385	11,490	20,340	5,883	49,098
2029	11,000	3	11,385	11,490	20,340	5,880	49,095
2030	10,999	3	11,385	11,490	20,340	5,877	49,092
2031	10,998	3	11,385	11,490	20,340	5,874	49,089
2032	10,997	3	11,385	11,490	20,340	5,871	49,086

FUSION

Load Distribution & Staff Forecast

Planning

Library Load by Campus or Location

	Forecast						
	2026	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Community Learning Center							
	0	0	0	0	0	0	0
	0%	0%	0%	0%	0%	0%	0%
MiraCosta College (Oceanside Campus)							
	46,158	46,155	46,152	46,149	46,146	46,144	46,141
	94%	94%	94%	94%	94%	94%	94%
San Elijo Center							
	2,946	2,946	2,946	2,946	2,946	2,945	2,945
	6%	6%	6%	6%	6%	6%	6%
Total	**49,104**	**49,101**	**49,098**	**49,095**	**49,092**	**49,089**	**49,086**

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (50)
Total District AV, Radio, TV Load

	Total Day-Graded	Number of Campuses	Initial ASF (3,500/Camp)	First 3,000 Day Graded (1.50/DG)	Between 3k - 9k (0.75/DG)	Above 9,000 (0.25/DG)	Total ASF
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(d+e+f+g)
Forecast							
2026	11,003	3	10,500	4,500	4,500	501	20,001
2027	11,002	3	10,500	4,500	4,500	501	20,001
2028	11,001	3	10,500	4,500	4,500	500	20,000
2029	11,000	3	10,500	4,500	4,500	500	20,000
2030	10,999	3	10,500	4,500	4,500	500	20,000
2031	10,998	3	10,500	4,500	4,500	500	20,000
2032	10,997	3	10,500	4,500	4,500	499	19,999

FUSION

Load Distribution & Staff Forecast

Planning

AV, Radio, TV Load by Campus or Location

	Forecast						
	2026	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Community Learning Center							
	0	0	0	0	0	0	0
	0%	0%	0%	0%	0%	0%	0%
MiraCosta College (Oceanside Campus)							
	18,801	18,801	18,800	18,800	18,800	18,800	18,799
	94%	94%	94%	94%	94%	94%	94%
San Elijo Center							
	1,200	1,200	1,200	1,200	1,200	1,200	1,200
	6%	6%	6%	6%	6%	6%	6%
Total	**20,001**	**20,001**	**20,000**	**20,000**	**20,000**	**20,000**	**19,999**

Oceanside Campus

1 Barnard Drive, Oceanside, CA 92056 ▸ 760.757.2121 ▸ miracosta.edu

View Current Map on Your Phone

Legend

- Parking Lot
- Parking Permit Vending Machine
- Disabled Parking
- Motorcycle Parking
- EV Charging
- Bike Rack
- Bus Stop
- Restrooms
- Inclusive Restroom
- Lactation Room
- ATM
- Emergency Call Box
- AED Location (Automated External Defibrillator)

MiraCosta College is a Tobacco / Smoke / Vapor-Free campus.

MiraCosta College Locations

Directory

	Bldg. #
Admissions & Records	14
Art	2100, 2200, 2300
Associate Faculty Office	4606
Associated Students	T100
Athletics	5200
Automotive Technology	4000
Board Room	1000
Bookstore	3400
Business/Fiscal Services	1000
Cafeteria	3400
CalWORKs	14
Career Center	14
Chemistry & Biotechnology	13
Child Development Center	8000
College Police	1100
Concert Hall	2400
Counseling	14
Dance Studio	2700
Development & Foundation	1000
Driver Education	T510
English Language Institute	T510, T520
Enrollment Information	14
EOPS	14
Facilities Department	T600
Financial Aid/Scholarships	14
Gymnasium	5200
Health Services	14
Horticulture	7000
Human Resources/Payroll	1000
Institutional Advancement	1000
Institutional Research	1000
Instructional Services	1000
International Education	14
Lactation Rooms	T305A, 28, 5200
Language Lab	4701
Learning Commons	1200
Library	1200
Lost & Found	1100
Media Arts, Art Gallery	28
Music	2200, 2300
Nursing & Allied Health	5100
Open Computer Lab	T210
Parking Permits	1100
President, Office of the	1000
Printing Services	3400
Proctoring Center	14
Public Information Office	1000
Purchasing	1000
School Relations/Diversity Outreach	14
Service Learning	14
Shipping/Receiving	6100
Strong Workforce	T560
Student Accessibility Services (SAS)	14
Student Accounts	14
Student Center	3400
Student Life & Leadership	T100
Testing Office	14
The Learning Centers	1200
Theatre	2000
Theatre Studio	2700
Little Theatre	3601
Transfer Center	14
Tutoring	1200
Veterans Services	14
Welcome Center	14
Wellness Center	5300

FUSION
Space Inventory

MiraCosta Community College District
Report 17 Certification

Certification of Inventory for Fiscal Year: 2025 - 2026

Campus Name: **MiraCosta College (Oceanside Campus)**
Certified ASF: **373,320**
Certified OGSF: **527,294**

District Approval

Elba Gomez
Elba Gomez (Oct 7, 2025 12:47:58 PDT)

Authorized Signature | Date

Printed Name

State Approval

Chay Yang
Chay Yang (Mar 2, 2026 13:17:42 PST)

Authorized Signature | Date

Included:

(2) Signed Copies of Report 17 Certification Sheet if the submission was not certified and submitted electronically by the CBO.

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

Campus Lecture Capacity/Load Ratio

No. Project										
Lect ASF	WSCH	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
5 First Year Hub									
-1,300	-2,060	2033-34							73,349
MiraCosta College (Oceanside Campus)									168%
Lecture Summary / Totals			**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Lecture ASF	Actual*/Projected WSCH		33,335	36,288	38,450	42,383	43,775	43,771	43,768
47,583	Cumulative Capacity		75,409	75,409	75,409	75,409	75,409	75,409	75,409
	Capacity/Load Ratio		226%	208%	196%	178%	172%	172%	172%

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

Campus Lab Capacity/Load Ratio

No. Project / Lab ASF	WSCH	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
3 Professional Development (Building 4700)									
0	0	2025-26							
MiraCosta College (Oceanside Campus)									
1 Renovate Building 4500 Science									
-209	92	2026-27							
MiraCosta College (Oceanside Campus)									
5 First Year Hub									
-134	-52	2033-34							37,552
MiraCosta College (Oceanside Campus)									157%
Lab Summary / Totals			**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Lab ASF	Actual*/Projected WSCH		18,230	19,845	21,027	23,178	23,939	23,937	23,936
99,361	Cumulative Capacity		37,604	37,604	37,604	37,604	37,604	37,604	37,604
	Capacity/Load Ratio		206%	189%	179%	162%	157%	157%	157%

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

Campus Office Capacity/Load Ratio

No. Project	Off ASF	FTE	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
3 Professional Development (Building 4700)										
	0	0	2025-26							
MiraCosta College (Oceanside Campus)										
1 Renovate Building 4500 Science										
	-45	0	2026-27							
MiraCosta College (Oceanside Campus)										
5 First Year Hub										
	-177	-1	2033-34							425
MiraCosta College (Oceanside Campus)										100%

Office Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
Office ASF	Actual*/Projected FTE	400	404	408	412	416	420	424
74,628	Cumulative Capacity	426	426	426	426	426	426	426
	Capacity/Load Ratio	107%	105%	104%	103%	102%	101%	100%

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

Campus Library Capacity/Load Ratio

No.	Project	Lib ASF	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34

Library Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
Library ASF	Actual*/Projected ASF	46,155	46,152	46,149	46,147	46,144	46,141	46,138
15,317	Cumulative Capacity	15,317	15,317	15,317	15,317	15,317	15,317	15,317
	Capacity/Load Ratio	33%	33%	33%	33%	33%	33%	33%

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

Campus AV/TV Capacity/Load Ratio

No. Project	AV/TV ASF	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
5 First Year Hub									
	1,020	2033-34							3,897
MiraCosta College (Oceanside Campus)									21%

AV/TV Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
AV/TV ASF	Actual*/Projected ASF	18,800	18,800	18,800	18,800	18,800	18,799	18,799
2,877	Cumulative Capacity	2,877	2,877	2,877	2,877	2,877	2,877	2,877
	Capacity/Load Ratio	15%	15%	15%	15%	15%	15%	15%

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

Campus Load Distribution

	Instructional Staff FTE	Total Campus WSCH	Off-Campus WSCH	On-Campus WSCH	P.E. Laboratory WSCH	On-Campus Lecture WSCH	On-Campus Laboratory
Actual Fall							
2024	393	125,404	88,949	36,455	984	24,436	11,035
2025	390	127,532	84,962	42,570	1,022	26,308	15,240
Forecast							
2026	396	128,570	80,999	47,571	476	30,445	16,650
2027	400	130,217	78,130	52,087	521	33,335	18,230
2028	404	131,862	75,161	56,701	567	36,288	19,845
2029	408	133,506	73,428	60,078	601	38,450	21,027
2030	412	135,151	68,927	66,224	662	42,383	23,178
2031	416	136,796	68,398	68,398	684	43,775	23,939
2032	420	136,785	68,392	68,393	684	43,771	23,937

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

FTE Instruction Staff Worksheet - Fall 2026

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	346	0	346
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	30	0	30
Department Administrator	20	0	20
Librarian Include certificated director of audio/visual, et. al.	4	4	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	4	4	0
Projected 2026 Totals	**404**	**8**	**396**

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

FTE Instruction Staff Worksheet - Fall 2027

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	350	0	350
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	30	0	30
Department Administrator	20	0	20
Librarian Include certificated director of audio/visual, et. al.	4	4	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	4	4	0
Projected 2027 Totals	**408**	**8**	**400**

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

FTE Instruction Staff Worksheet - Fall 2028

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	354	0	354
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	30	0	30
Department Administrator	20	0	20
Librarian Include certificated director of audio/visual, et. al.	4	4	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	4	4	0
Projected 2028 Totals	**412**	**8**	**404**

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

FTE Instruction Staff Worksheet - Fall 2029

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	358	0	358
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	30	0	30
Department Administrator	20	0	20
Librarian Include certificated director of audio/visual, et. al.	4	4	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	4	4	0
Projected 2029 Totals	**416**	**8**	**408**

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

FTE Instruction Staff Worksheet - Fall 2030

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	362	0	362
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	30	0	30
Department Administrator	20	0	20
Librarian Include certificated director of audio/visual, et. al.	4	4	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	4	4	0
Projected 2030 Totals	**420**	**8**	**412**

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

FTE Instruction Staff Worksheet - Fall 2031

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	366	0	366
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	30	0	30
Department Administrator	20	0	20
Librarian Include certificated director of audio/visual, et. al.	4	4	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	4	4	0
Projected 2031 Totals	**424**	**8**	**416**

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

FTE Instruction Staff Worksheet - Fall 2032

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	370	0	370
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	30	0	30
Department Administrator	20	0	20
Librarian Include certificated director of audio/visual, et. al.	4	4	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	4	4	0
Projected 2032 Totals	**428**	**8**	**420**

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Cumulative Sum of Existing & Proposed Space (2027-2033)

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

Priority & Year of Occupancy (a)	Classroom 100's (b)	Laboratory 200's (c)	Office 300's (d)	Library 400's (e)	AV Radio TV 530-535 (f)	P.E. 520-525 (g)	Assembly 610 & 615 (h)	Inactive 050-070 (i)	All Other Areas (j)	Total ASF (k)
Total ASF	47,583	99,361	74,628	15,317	2,877	28,588	14,787	0	90,179	373,320
5	2033	First Year Hub								
	-1,300	-134	-177	0	1,020	0	0	0	700	109
	46,283	99,227	74,451	15,317	3,897	28,588	14,787	0	90,879	373,429
Total Existing and Proposed Space										
	46,283	99,227	74,451	15,317	3,897	28,588	14,787	0	90,879	373,429

FUSION

Planning

Capacity of Net Existing On-Campus ASF

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Total Net ASF	ASF per 100 WSCH	Total Capacity WSCH
Classroom Space	47,583	63.1	75,409

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

TOP Code	Net ASF	ASF per 100 WSCH	Capacity WSCH
0100 - Agriculture and Natural Resources	303	492.0	62
0109 - Horticulture	3,311	492.0	673
0401 - Biology, General	4,464	235.0	1,900
0410 - Anatomy and Physiology	1,479	235.0	629
0430 - Biotechnology and Biomedical Technology	7,607	235.0	3,237
0606 - Public Relations	477	214.0	223
0699 - Other Media and Communications	104	214.0	49
0701 - Information Technology, General	2,166	171.0	1,267
0702 - Computer Information Systems	1,332	171.0	779
0948 - Automotive Technology	10,046	856.0	1,174
0953 - Drafting Technology	3,228	321.0	1,006
1000 - Fine and Applied Arts	5,266	257.0	2,049
1002 - Art (Painting, Drawing and Sculpture)	6,160	257.0	2,397
1004 - Music	15,440	257.0	6,008
1006 - Technical Theater	2,274	257.0	885
1008 - Dance	2,356	257.0	917
1011 - Photography	858	257.0	334
1030 - Graphic Arts and Design	4,624	257.0	1,799
1099 - Other Fine and Applied Arts	914	257.0	356
1101 - Foreign Languages, General	1,125	150.0	750
1208 - Medical Assisting	366	214.0	171
1230 - Nursing	6,541	214.0	3,057
1501 - English	1,288	150.0	859
1502 - Language Arts	692	150.0	461
1699 - Other Library Science	1,207	150.0	805
1700 - Mathematics	125	150.0	83
1902 - Physics, General	1,679	257.0	653
1905 - Chemistry, General	7,976	257.0	3,104
1914 - Geology	1,145	257.0	446
2208 - Sociology	1,377	150.0	918
4930 - General Studies	1,196	257.0	465
6420 - Disabled Students Programs and Services (DSPS)	459	0.0	0
6700 - General Institutional Support Services	1,776	0.0	0

Summary	Total Net ASF	ASF per 100 WSCH	Total Capacity WSCH
Lab Space	99,361	264.9	37,512

Office & Office Service Areas (Room Use Code 300s)

Summary	Total Net ASF	ASF per FTE	Total Capacity FTE
Office Space	74,628	175.0	426

FUSION

Project Intent & Scope

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

District Priority & Project: **1 Renovate Building 4500 Science**

Project Type: Reconstruction
Total Estimated Cost: $35,546,062
Anticipated Source(s) of Funds: Non-State
Type of Construction:
Seismic Retrofit:
If Existing - Age:
If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	2022	2022	2023	2024	2026-27
Estimated Cost	$0	$1,603,773	$1,241,407	$31,783,081	$917,800	

Explain why this project is needed:

Major renovations will convert existing Chemistry labs and associated support spaces to new labs for Physical and Earth Science programs. The project will include upgrades of all remaining science labs, accessibility upgrades, and the replacement of aging air handling units as well as mechanical, electrical, and plumbing (MEP) upgrades.

FUSION

Planning

Project Intent & Scope

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

District Priority & Project: **1 Renovate Building 4500 Science**

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	0	15,225	1,050	0	0	313	16,588
Project Secondary	0	-15,434	-1,095	0	0	-313	-16,842
Project Net ASF	0	-209	-45	0	0	0	-254

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	0	0.0	0

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

	Primary Effect			Secondary Effect		
TOP Code	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	-209	92

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	-45	175.0	-0.26

FUSION

Planning

Project Intent & Scope

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

District Priority & Project: **2 All Campus - Security Camera Project**

Project Type: Reconstruction
Total Estimated Cost: $1,267,420
Anticipated Source(s) of Funds: Non-State
Type of Construction:
Seismic Retrofit:
If Existing - Age:
If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	2023	2023	2024	0	2024-25
Estimated Cost	$0	$70,000	$100,000	$1,097,420	$0	

Explain why this project is needed:

This project will cover the installation of an integrated security camera system across the San Elijo, Community Learning Center and Oceanside campuses. Once cameras and systems have been installed it will be a significant first step in creating a standardized system for video security

FUSION

Planning

Project Intent & Scope

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

District Priority & Project: **2 All Campus - Security Camera Project**

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	0	0	0	0	0	0	0
Project Secondary	0	0	0	0	0	0	0
Project Net ASF	0	0	0	0	0	0	0

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	0	0.0	0

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

	Primary Effect			Secondary Effect		
TOP Code	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	0	0

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	0	0.0	0.00

FUSION

Project Intent & Scope

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

District Priority & Project: **3 Professional Development (Building 4700)**

Project Type: Reconstruction
Total Estimated Cost: $4,716,462
Anticipated Source(s) of Funds: Non-State
Type of Construction:
Seismic Retrofit:
If Existing - Age:
If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	2022	2022	2023	0	2025-26
Estimated Cost	$0	$150,658	$225,988	$4,339,816	$0	

Explain why this project is needed:

This project will renovate the existing building area to create a permanent location for the Professional Development program of MiraCosta College. A portion of these services support professional development of all employees across MiraCosta College. This service is currently housed in a temporary trailer location.

FUSION

Planning

Project Intent & Scope

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

District Priority & Project: **3 Professional Development (Building 4700)**

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	0	1,125	2,170	0	0	280	3,575
Project Secondary	0	-1,125	-2,170	0	0	-280	-3,575
Project Net ASF	0	0	0	0	0	0	0

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	0	0.0	0

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

	Primary Effect			Secondary Effect		
TOP Code	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	0	0

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	0	0.0	0.00

FUSION

Planning

Project Intent & Scope

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

District Priority & Project: **4 Signage and Wayfinding Implementation**

Project Type: Replacement
Total Estimated Cost: $4,290,000
Anticipated Source(s) of Funds: Non-State
Type of Construction:
Seismic Retrofit:
If Existing - Age:
If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	2023	2023	2024	0	2024-25
Estimated Cost	$0	$160,000	$240,000	$3,890,000	$0	

Explain why this project is needed:

This project will include implementation of signage and wayfinding throughout the Oceanside campus. This is planned to include a refresh of building interior and exterior signage, wayfinding signage around campus, and signage to support vehicular traffic.

FUSION

Planning

Project Intent & Scope

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

District Priority & Project: **4 Signage and Wayfinding Implementation**

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	0	0	0	0	0	0	0
Project Secondary	0	0	0	0	0	0	0
Project Net ASF	0	0	0	0	0	0	0

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	0	0.0	0

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

	Primary Effect			Secondary Effect		
TOP Code	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	0	0

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	0	0.0	0.00

FUSION

Project Intent & Scope

Planning

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

District Priority & Project: **5 First Year Hub**

Project Type: Replacement
Total Estimated Cost: $27,027,523
Anticipated Source(s) of Funds: State and Non-State
Type of Construction:
Seismic Retrofit:
If Existing - Age:
If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	2029	2029	2030	2030	2033-34
Estimated Cost	$0	$1,103,795	$999,705	$24,658,174	$265,848	

Explain why this project is needed:

This MiraCosta College Oceanside Campus project will demolish four buildings and replace them with one new building. The buildings to be replaced are the 5,400 GSF/4,686 ASF B3500A – Classrooms #3500 building, the 5,375 GSF/4,349 ASF B3500B – Classrooms #3501 building, the 6,925 GSF/5,643 ASF B3600A #3600 building, and the 3,602 GSF/2,853 ASF B3600B #3601 building. All four of the buildings were built in 1965 and had some renovation work done in 2015. A new First Year Hub facility will be developed to replace the functions of the 3500 and 3600 buildings. The new facility will provide flexible learning environments, study, and office space. The new 21,302 GSF First Year Hub facility will provide 17,640 ASF consisting of 13,013 ASF Lecture space, 692 ASF Laboratory space, 2,215 ASF Office space, 1,020 ASF AVTV space, and 700 ASF Other instructional support space.

FUSION

Planning

Project Intent & Scope

MiraCosta Community College District (050)
MiraCosta College (Oceanside Campus) (051)

District Priority & Project: **5 First Year Hub**

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	13,013	692	2,215	0	1,020	700	17,640
Project Secondary	-14,313	-826	-2,392	0	0	0	-17,531
Project Net ASF	-1,300	-134	-177	0	1,020	700	109

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	-1,300	63.1	-2,060

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

	Primary Effect			Secondary Effect		
TOP Code	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	-134	-52

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	-177	175.0	-1.01

San Elijo Campus

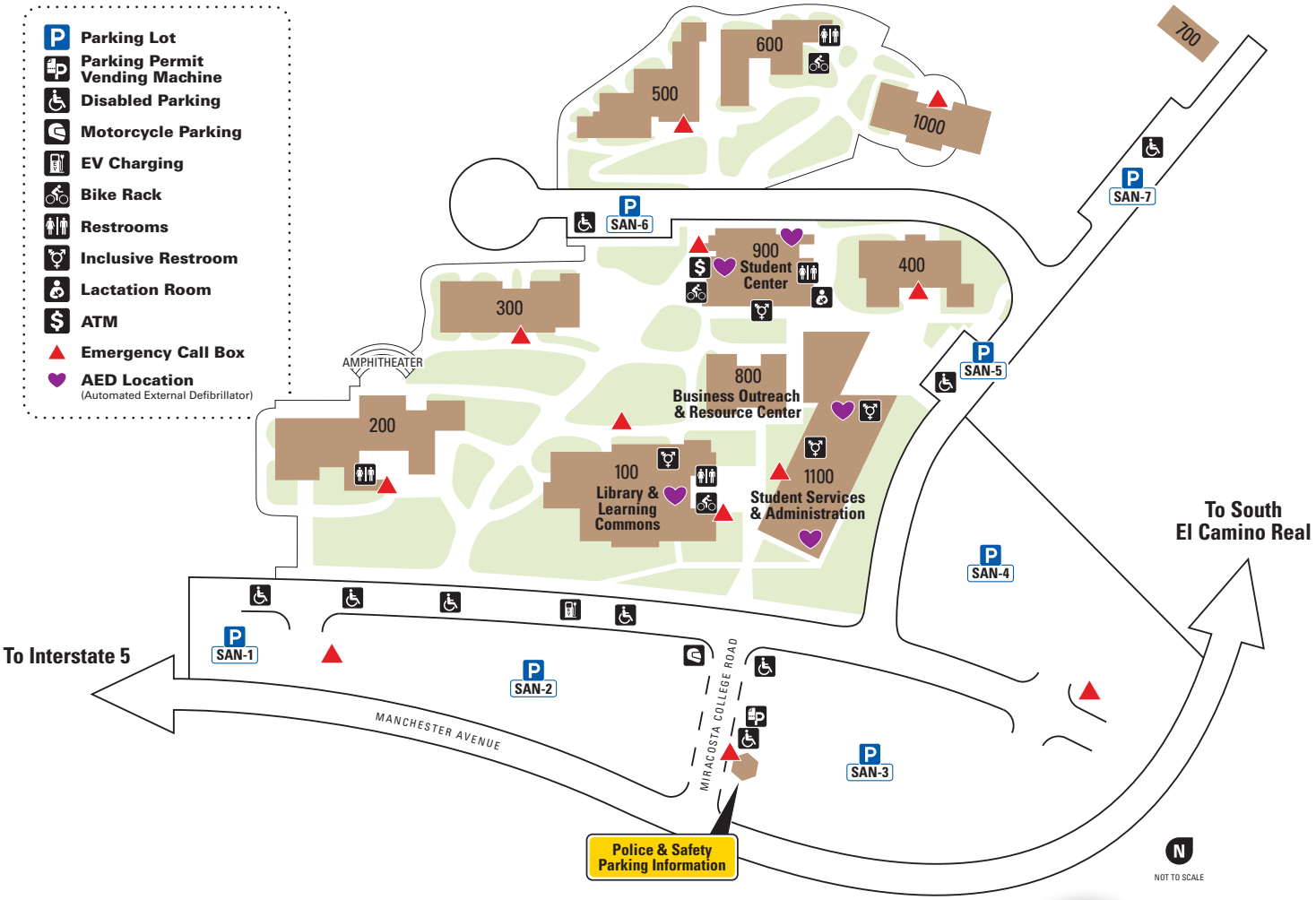
3333 Manchester Avenue, Cardiff, CA 92007

▸ 760.944.4449 ▸ miracosta.edu

View Current Map on Your Phone

Legend

- Parking Lot
- Parking Permit Vending Machine
- Disabled Parking
- Motorcycle Parking
- EV Charging
- Bike Rack
- Restrooms
- Inclusive Restroom
- Lactation Room
- ATM
- Emergency Call Box
- AED Location (Automated External Defibrillator)



MiraCosta College is a Tobacco / Smoke / Vapor-Free campus.

MiraCosta College Locations

Directory

Building 100
- Computer Labs
- Library
- STEM & Math Learning Centers
- Tutoring
- Writing Center

Building 200
- Amphitheater
- Art Studios
- Classrooms
- Multipurpose Room

Building 300
- Classrooms
- Faculty Workroom

Building 400
- Classrooms
- Faculty Offices
- Science Labs

Building 500
- Classrooms
- Faculty Offices
- Language Lab

Building 600
- Classrooms
- Faculty Offices

Building 700
- Facilities

Building 800
- North San Diego Small Business Development Center
- Regional Center of Excellence
- SoCal Veterans Business Outreach Center (VBOC)

Building 900
- Associated Student Government
- Cafeteria
- Health Services
- Lactation Room
- Student Affairs
- Student Clubs/Organizations
- Student Life & Leadership

Building 1000
- Science Labs

Building 1100
- Administration
- Admissions & Records
- Bookstore
- Career Services
- Conference Rooms
- Counseling
- Dean, San Elijo Campus
- Financial Aid
- Instructional Services
- Student Accessibility Services (SAS)
- Student Accounts/Cashier
- Student Information
- Testing

Rev 07/25

FUSION
Space Inventory

MiraCosta Community College District
Report 17 Certification

Certification of Inventory for Fiscal Year: 2025 - 2026

Campus Name: **San Elijo Center**
Certified ASF: **61,092**
Certified OGSF: **78,523**

District Approval

Elba Gomez
Elba Gomez (Oct 7, 2025 12:47:58 PDT)

Authorized Signature | Date

Printed Name

State Approval

Chay Yang
Chay Yang (Mar 2, 2026 13:17:42 PST)

Authorized Signature | Date

Included:

(2) Signed Copies of Report 17 Certification Sheet if the submission was not certified and submitted electronically by the CBO.

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

Campus Lecture Capacity/Load Ratio

No.	Project	Lect ASF	WSCH	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34

Lecture Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
Lecture ASF	Actual*/Projected WSCH	5,756	5,828	5,901	5,974	6,046	6,046	6,045
16,389	Cumulative Capacity	25,973	25,973	25,973	25,973	25,973	25,973	25,973
	Capacity/Load Ratio	451%	446%	440%	435%	430%	430%	430%

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

Campus Lab Capacity/Load Ratio

No.	Project	Lab ASF	WSCH	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34

Lab Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
Lab ASF	Actual*/Projected WSCH	1,623	1,644	1,664	1,685	1,705	1,705	1,705
15,557	Cumulative Capacity	6,454	6,454	6,454	6,454	6,454	6,454	6,454
	Capacity/Load Ratio	398%	393%	388%	383%	379%	379%	379%

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

Campus Office Capacity/Load Ratio

No.	Project	Off ASF	FTE	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34

Office Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
Office ASF	Actual*/Projected FTE	28	29	30	31	32	33	34
12,071	Cumulative Capacity	60	60	60	60	60	60	60
	Capacity/Load Ratio	214%	207%	200%	194%	188%	182%	176%

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

Campus Library Capacity/Load Ratio

No.	Project	Lib ASF	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34

Library Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
Library ASF	Actual*/Projected ASF	2,946	2,946	2,946	2,946	2,945	2,945	2,945
5,802	Cumulative Capacity	5,802	5,802	5,802	5,802	5,802	5,802	5,802
	Capacity/Load Ratio	197%	197%	197%	197%	197%	197%	197%

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

Campus AV/TV Capacity/Load Ratio

No.	Project	AV/TV ASF	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34

AV/TV Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
AV/TV ASF	Actual*/Projected ASF	1,200	1,200	1,200	1,200	1,200	1,200	1,200
116	Cumulative Capacity	116	116	116	116	116	116	116
	Capacity/Load Ratio	10%	10%	10%	10%	10%	10%	10%

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

Campus Load Distribution

	Instructional Staff FTE	Total Campus WSCH	Off-Campus WSCH	On-Campus WSCH	P.E. Laboratory WSCH	On-Campus Lecture WSCH	On-Campus Laboratory
Actual Fall							
2024	27	8,505	0	8,505	2,302	4,366	1,836
2025	24	7,883	1,478	6,405	0	3,855	2,551
Forecast							
2026	27	8,571	1,286	7,285	0	5,683	1,603
2027	28	8,681	1,302	7,379	0	5,756	1,623
2028	29	8,791	1,319	7,472	0	5,828	1,644
2029	30	8,900	1,335	7,565	0	5,901	1,664
2030	31	9,010	1,352	7,658	0	5,974	1,685
2031	32	9,120	1,368	7,752	0	6,046	1,705
2032	33	9,119	1,368	7,751	0	6,046	1,705

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

FTE Instruction Staff Worksheet - Fall 2026

College Instructional Staff, Fall Term. Included are all certificated staff for day,

extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	25	0	25
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	1	0	1
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	2	2	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	1	1	0
Projected 2026 Totals	**30**	**3**	**27**

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

FTE Instruction Staff Worksheet - Fall 2027

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	26	0	26
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	1	0	1
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	2	2	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	1	1	0
Projected 2027 Totals	**31**	**3**	**28**

Column (b) is the total number of Column (a) distributed to categories
Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

FTE Instruction Staff Worksheet - Fall 2028

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	27	0	27
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	1	0	1
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	2	2	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	1	1	0
Projected 2028 Totals	**32**	**3**	**29**

Column (b) is the total number of Column (a) distributed to categories
Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

FTE Instruction Staff Worksheet - Fall 2029

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	28	0	28
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	1	0	1
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	2	2	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	1	1	0
Projected 2029 Totals	**33**	**3**	**30**

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

FTE Instruction Staff Worksheet - Fall 2030

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	29	0	29
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	1	0	1
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	2	2	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	1	1	0
Projected 2030 Totals	**34**	**3**	**31**

Column (b) is the total number of Column (a) distributed to categories
Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

FTE Instruction Staff Worksheet - Fall 2031

College Instructional Staff, Fall Term. Included are all certificated staff for day,

extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	30	0	30
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	1	0	1
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	2	2	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	1	1	0
Projected 2031 Totals	**35**	**3**	**32**

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

FTE Instruction Staff Worksheet - Fall 2032

College Instructional Staff, Fall Term. Included are all certificated staff for day,

extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	31	0	31
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	1	0	1
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	2	2	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	1	1	0
Projected 2032 Totals	**36**	**3**	**33**

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Cumulative Sum of Existing & Proposed Space (2027-2033)

Planning

MiraCosta Community College District (050)
San Elijo Center (052)

Priority & Year of Occupancy (a)	Classroom 100's (b)	Laboratory 200's (c)	Office 300's (d)	Library 400's (e)	AV Radio TV 530-535 (f)	P.E. 520-525 (g)	Assembly 610 & 615 (h)	Inactive 050-070 (i)	All Other Areas (j)	Total ASF (k)
Total ASF	16,389	15,557	12,071	5,802	116	0	2,199	650	8,308	61,092

Total Existing and Proposed Space

	16,389	15,557	12,071	5,802	116	0	2,199	650	8,308	61,092

FUSION

Planning

Capacity of Net Existing On-Campus ASF

MiraCosta Community College District (050)
San Elijo Center (052)

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Total Net ASF	ASF per 100 WSCH	Total Capacity WSCH
Classroom Space	16,389	63.1	25,973

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

TOP Code	Net ASF	ASF per 100 WSCH	Capacity WSCH
0099 - General Assignment	656	257.0	255
0100 - Agriculture and Natural Resources	786	492.0	160
0401 - Biology, General	1,712	235.0	729
1002 - Art (Painting, Drawing and Sculpture)	3,402	257.0	1,324
1101 - Foreign Languages, General	1,089	150.0	726
1699 - Other Library Science	1,832	150.0	1,221
1901 - Physical Sciences, General	1,148	257.0	447
1905 - Chemistry, General	4,093	257.0	1,593
6120 - Library	839	0.0	0

Summary	Total Net ASF	ASF per 100 WSCH	Total Capacity WSCH
Lab Space	15,557	241.0	6,454

Office & Office Service Areas (Room Use Code 300s)

Summary	Total Net ASF	ASF per FTE	Total Capacity FTE
Office Space	12,071	200.0	60

FUSION

Planning

Project Intent & Scope

MiraCosta Community College District (050)
San Elijo Center (052)

District Priority & Project: **0 THIS CAMPUS HAS NO PROJECTS**

Project Type:
Total Estimated Cost: $0
Anticipated Source(s) of Funds:
Type of Construction:
Seismic Retrofit:
If Existing - Age:
If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	0	0	0	0	
Estimated Cost	$0	$0	$0	$0	$0	

Explain why this project is needed:

FUSION

Planning

Project Intent & Scope

MiraCosta Community College District (050)
San Elijo Center (052)

District Priority & Project: **0 THIS CAMPUS HAS NO PROJECTS**

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	0	0	0	0	0	0	0
Project Secondary	0	0	0	0	0	0	0
Project Net ASF	0	0	0	0	0	0	0

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	0	0.0	0

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

	Primary Effect			Secondary Effect		
TOP Code	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	0	0

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	0	0.0	0.00

Community Learning Center

1831 Mission Avenue, Oceanside, CA 92058

▸ 760.795.8710 ▸ miracosta.edu/clc

View Campus Map on Your Phone

Directory

Building 100
- Classrooms 101–120
- Community Room
- Dean's Office
- Faculty Offices
- Instructional Services
- Learning Commons
- Study Rooms

Building 200
- Classrooms 201–206
- Community Learning Lab
- College Police

Building 300
- Academic Counseling
- Admissions & Records
- Career Services
- Conference Rooms
- Food Pantry
- Lactation Room
- Student Accessibility Services
- Student Gathering Room
- Student Success & Support Program
- Testing Services

MiraCosta College Locations

MiraCosta College is a **Tobacco / Smoke / Vapor-Free** campus.

Legend

- **Parking Lot**
- **Parking Permit Vending Machine**
- **Disabled Parking**
- **EV Charging**
- **Bike Rack**
- **Bus Stop**
- **Restrooms**
- **Inclusive Restroom**
- **Lactation Room**
- **Telephone**
- **Emergency Call Box**
- **AED Location** (Automated External Defibrillator)

FUSION
Space Inventory

MiraCosta Community College District
Report 17 Certification

Certification of Inventory for Fiscal Year: 2025 - 2026

Campus Name: **Community Learning Center**
Certified ASF: **36,540**
Certified OGSF: **50,608**

District Approval

Elba Gomez
Elba Gomez (Oct 7, 2025 12:47:58 PDT)

Authorized Signature | Date

Printed Name

State Approval

Chay Yang
Chay Yang (Mar 2, 2026 13:17:42 PST)

Authorized Signature | Date

Included:

(2) Signed Copies of Report 17 Certification Sheet if the submission was not certified and submitted electronically by the CBO.

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

Campus Lecture Capacity/Load Ratio

No.	Project	Lect ASF	WSCH	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34

Lecture Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
Lecture ASF	Actual*/Projected WSCH	2,552	2,757	2,907	2,943	2,979	2,979	2,979
11,415	Cumulative Capacity	18,090	18,090	18,090	18,090	18,090	18,090	18,090
	Capacity/Load Ratio	709%	656%	622%	615%	607%	607%	607%

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

Campus Lab Capacity/Load Ratio

No. Project										
Lab ASF	WSCH	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34

Lab Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
Lab ASF	Actual*/Projected WSCH	52	56	59	60	61	61	61
8,312	Cumulative Capacity	3,063	3,063	3,063	3,063	3,063	3,063	3,063
	Capacity/Load Ratio	5890%	5470%	5192%	5105%	5021%	5021%	5021%

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

Campus Office Capacity/Load Ratio

No.	Project	Off ASF	FTE	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34

Office Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
Office ASF	Actual*/Projected FTE	33	34	35	36	37	38	39
8,402	Cumulative Capacity	42	42	42	42	42	42	42
	Capacity/Load Ratio	127%	124%	120%	117%	114%	111%	108%

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

Campus Library Capacity/Load Ratio

No.	Project	Lib ASF	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34

Library Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
Library ASF	Actual*/Projected ASF	0	0	0	0	0	0	0
1,662	Cumulative Capacity	1,662	1,662	1,662	1,662	1,662	1,662	1,662
	Capacity/Load Ratio							

FUSION

Campus Capacity/Load Ratios

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

Campus AV/TV Capacity/Load Ratio

No.	Project	AV/TV ASF	Occupancy	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34

AV/TV Summary / Totals		2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34
AV/TV ASF	Actual*/Projected ASF	0	0	0	0	0	0	0
0	Cumulative Capacity	0	0	0	0	0	0	0
	Capacity/Load Ratio							

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

Campus Load Distribution

	Instructional Staff FTE	Total Campus WSCH	Off-Campus WSCH	On-Campus WSCH	P.E. Laboratory WSCH	On-Campus Lecture WSCH	On-Campus Laboratory
Actual Fall							
2024	29	5,290	3,231	2,059	0	2,024	35
2025	31	5,613	3,428	2,185	0	2,130	54
Forecast							
2026	31	5,714	3,314	2,400	0	2,352	48
2027	33	5,787	3,183	2,604	0	2,552	52
2028	34	5,861	3,047	2,814	0	2,757	56
2029	35	5,934	2,967	2,967	0	2,907	59
2030	36	6,007	3,003	3,004	0	2,943	60
2031	37	6,080	3,040	3,040	0	2,979	61
2032	38	6,079	3,040	3,039	0	2,979	61

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

FTE Instruction Staff Worksheet - Fall 2026

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	25	0	25
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	5	0	5
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	1	1	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	0	0	0
Projected 2026 Totals	**32**	**1**	**31**

Column (b) is the total number of Column (a) distributed to categories
Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

FTE Instruction Staff Worksheet - Fall 2027

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	27	0	27
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	5	0	5
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	1	1	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	0	0	0
Projected 2027 Totals	**34**	**1**	**33**

Column (b) is the total number of Column (a) distributed to categories
Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

FTE Instruction Staff Worksheet - Fall 2028

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	28	0	28
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	5	0	5
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	1	1	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	0	0	0
Projected 2028 Totals	**35**	**1**	**34**

Column (b) is the total number of Column (a) distributed to categories
Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

FTE Instruction Staff Worksheet - Fall 2029

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	29	0	29
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	5	0	5
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	1	1	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	0	0	0
Projected 2029 Totals	**36**	**1**	**35**

Column (b) is the total number of Column (a) distributed to categories
Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

FTE Instruction Staff Worksheet - Fall 2030

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	30	0	30
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	5	0	5
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	1	1	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	0	0	0
Projected 2030 Totals	**37**	**1**	**36**

Column (b) is the total number of Column (a) distributed to categories
Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

FTE Instruction Staff Worksheet - Fall 2031

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	31	0	31
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	5	0	5
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	1	1	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	0	0	0
Projected 2031 Totals	**38**	**1**	**37**

Column (b) is the total number of Column (a) distributed to categories
Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Load Distribution & Staff Forecast

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

FTE Instruction Staff Worksheet - Fall 2032

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

Staff Type (a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c)
Instructor	32	0	32
Counselor Include certified special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	5	0	5
Department Administrator	1	0	1
Librarian Include certificated director of audio/visual, et. al.	1	1	0
Institutional Administrator Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	0	0	0
Projected 2032 Totals	**39**	**1**	**38**

Column (b) is the total number of Column (a) distributed to categories
Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

FUSION

Cumulative Sum of Existing & Proposed Space (2027-2033)

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

Priority & Year of Occupancy (a)	Classroom 100's (b)	Laboratory 200's (c)	Office 300's (d)	Library 400's (e)	AV Radio TV 530-535 (f)	P.E. 520-525 (g)	Assembly 610 & 615 (h)	Inactive 050-070 (i)	All Other Areas (j)	Total ASF (k)
Total ASF	11,415	8,312	8,402	1,662	0	735	0	0	6,014	36,540

Total Existing and Proposed Space

11,415	8,312	8,402	1,662	0	735	0	0	6,014	36,540

FUSION

Planning

Capacity of Net Existing On-Campus ASF

MiraCosta Community College District (050)
Community Learning Center (053)

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Total Net ASF	ASF per 100 WSCH	Total Capacity WSCH
Classroom Space	11,415	63.1	18,090

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

TOP Code	Net ASF	ASF per 100 WSCH	Capacity WSCH
0099 - General Assignment	710	257.0	276
0100 - Agriculture and Natural Resources	1,595	492.0	324
0701 - Information Technology, General	2,735	171.0	1,599
0860 - Educational Technology	1,260	321.0	393
1905 - Chemistry, General	1,209	257.0	470
6320 - Placement Services	803	0.0	0

Summary	Total Net ASF	ASF per 100 WSCH	Total Capacity WSCH
Lab Space	8,312	271.4	3,063

Office & Office Service Areas (Room Use Code 300s)

Summary	Total Net ASF	ASF per FTE	Total Capacity FTE
Office Space	8,402	200.0	42

FUSION

Project Intent & Scope

Planning

MiraCosta Community College District (050)
Community Learning Center (053)

District Priority & Project: **0 THIS CAMPUS HAS NO PROJECTS**

Project Type:
Total Estimated Cost: $0
Anticipated Source(s) of Funds:
Type of Construction:
Seismic Retrofit:
If Existing - Age:
If Existing - Condition:

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawings	Construction	Equipment	Occupancy
Year	0	0	0	0	0	
Estimated Cost	$0	$0	$0	$0	$0	

Explain why this project is needed:

FUSION

Planning

Project Intent & Scope

MiraCosta Community College District (050)
Community Learning Center (053)

District Priority & Project: **0 THIS CAMPUS HAS NO PROJECTS**

Outline of Project Space - Buildings and Remodelings

	Classroom 100s	Laboratory 210-255	Office 300s	Library 400s	AV/TV 530-535	All Other	Total ASF
Project Primary	0	0	0	0	0	0	0
Project Secondary	0	0	0	0	0	0	0
Project Net ASF	0	0	0	0	0	0	0

Project Net Capacity

Classrooms, Classroom Service (Room Use Code 100s)

Summary	Net ASF	ASF per 100 WSCH	Capacity WSCH
Classroom Space	0	0.0	0

Laboratories & Laboratory Service Area (Room Use Codes 210, 215, 220, 225, 230, 235, 255)

	Primary Effect			Secondary Effect		
TOP Code	Net ASF	ASF per 100 WSCH	Capacity WSCH	Net ASF	ASF per 100 WSCH	Capacity WSCH
-						

Summary	Net ASF	Capacity WSCH
Lab Space	0	0

Office & Office Service Areas (Room Use Code 300s)

Summary	Net ASF	ASF per FTE	Capacity FTE
Office Space	0	0.0	0.00

MiraCosta Community College District Item Report

Item: VII.R.
Meeting Date: June 25, 2026

Subject:	Annual Legal Services
Category:	Consent Items
Institutional Goal Supported:	Goal 4
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	None

Background:

There is a need for legal counsel on a variety of subjects at the college for ongoing and potential litigation. Employment liability and tort-claim issues are generally handled by Keenan and Associates (Keenan). Individual contracts are not required for Keenan-assigned legal services. The purpose of this informational item is to provide the Board of Trustees with the updated hourly rates for the legal services contracts already established for the district.

Status:

All current contracts for non-JPA legal services expire on June 30, 2026. The following firms agreed to a three (3)-year term with the option to renew two one(1)-year terms, for a maximum term not to exceed five (5) years. All firms have agreed to renew for the first of two (2) one(1)-year renewals.

Atkinson, Andelson, Loya, Ruud & Romo – general legal services, emphasis on major community college issues, employment law, investigative services.

- Hourly Rates (*effective 07/01/2026*)
  - Senior Partners $420
  - Partners/Senior Counsel $395
  - Senior Associates $385
  - Associates $360
  - Electronic Technology Litigation Specialist $295
  - Non-Legal Consultants $210 - $265*

- Senior Paralegals/Law Clerks $225
- Paralegal/Legal Assistants $210

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

- Hourly Rates (*effective 04/16/2026*)
  - Shareholders $302.50
  - Of Counsel $250
  - Paraprofessional $115

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

- Hourly rates (*effective 07/01/2026*)
  - Partner $445
  - Senior Counsel $380- $430
  - Associates $275-$365
  - Labor Relations/HR Consultants $305
  - Paraprofessionals $160-$200

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

- Hourly Rates (*effective 07/01/2026*)**
  - Principal $344
  - Attorney $295

**Annual rate increase of 3%

Rutan & Tucker, LLP – general services, collective bargaining, and negotiations, as well as specialized legal services in labor and employment law, which includes discrimination, wage and hour disputes, employee benefit plans, and discipline of municipal and school employees.

- Hourly rates *(effective 07/01/2026)*
  - Partner/Senior Counsel $395
  - Work performed by associates $330

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

- Hourly rates (*effective 07/01/2023*)
    - Senior Partners $390
    - Partners/Senior Counsel $330
    - Senior Associates $300
    - Associates $275
    - Paralegal $200

Winet Patrick Gayer Creighton & Hanes – general legal services, emphasis on major community college issues, employment law, investigative services.

- Hourly Rates *(effective 07/01/2026)*

    - Shareholders $375
    - Associate Attorneys - $350
    - Paralegals - $160

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

The following firm has agreed to a three (3)-year term.

McDougal Boehmer Foley Lyon Mitchell & Erickson - general legal services, emphasis on major community college issues, contract and employment law, and governing board issues.

- Hourly rates *(effective 07/01/2026)*
    - Partner/Principal (Non-Mandated - General Services) $310
    - Partner/Principal (Mandated Services)* $230
    - Attorney (Non-Mandated – General Services $310
    - Attorney (Mandated Services)* $230
    - Paralegal $125
    - Law Clerk $115
    - Telephone consultation** $310
    - Court litigation $310
    - Administrative proceedings $310
    - Travel (portal-to-portal) $230
    - Attendance at Board Meetings (including closed session) $310
    - Cost for fax transmission/receiving $0
    - Cost for printing/duplication (in-house) $0
    - Cost for printing/duplication (off-site) Vendor’s cost

Hourly rates *(effective 07/01/2027)*

- Partner/Principal (Non-Mandated - General Services) $315
- Partner/Principal (Mandated Services)* $235
- Attorney (Non-Mandated – General Services $315
- Attorney (Mandated Services)* $2305
- Paralegal $125
- Law Clerk $115
- Telephone consultation** $315
- Court litigation $315
- Administrative proceedings $315
- Travel (portal-to-portal) $235
- Attendance at Board Meetings (including closed session) $315
- Cost for fax transmission/receiving $0
- Cost for printing/duplication (in-house) $0
- Cost for printing/duplication (off-site) Vendor's cost

Hourly rates *(effective 07/01/2028)*

- Partner/Principal (Non-Mandated - General Services) $320
- Partner/Principal (Mandated Services)* $240
- Attorney (Non-Mandated – General Services $320
- Attorney (Mandated Services)* $240
- Paralegal $125
- Law Clerk $115
- Telephone consultation** $320
- Court litigation $320
- Administrative proceedings $320
- Travel (portal-to-portal) $240
- Attendance at Board Meetings (including closed session) $320
- Cost for fax transmission/receiving $0
- Cost for printing/duplication (in-house) $0
- Cost for printing/duplication (off-site) Vendor's cost

*For mandated cost matters, McDougal Boehmer Foley Lyon Mitchell & Erickson charge a significantly discounted rate that is offset by mandated reimbursements available from the State.
**No charge for telephone consultation with District administrators on non-mandated cost matters lasting less than 15 minutes.

Recommended Action:

Approve legal services as stated above.

MiraCosta Community College District Item Report

Item: VII.S.
Meeting Date: June 25, 2026

Subject:	Adopt Resolution No. 23-25/26: Authorize Renewal of Workday Enterprise Resource Planning Software and Related Services
Category:	Consent Items
Institutional Goal Supported:	Goal 4 Goal 1 Goal 2 Goal 3
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. Resolution No 23-25/26 Workday 2. Workday MSA_5-28-26

Background:

Enterprise Resource Planning software and related support services (“ERP Services”) are critical to the district’s daily operations and administrative functions, including financial management, procurement, payroll processing, human resources administration, budgeting, and planning. In June 2018, following a competitive Request for Proposal process identified as RFP #12-17 for Enterprise Finance, Purchasing, Human Resources and Payroll Software and Related Services, the board approved Agenda Item VII.N authorizing the district to enter into a Master Subscription Agreement (“MSA”) with Workday, Inc. (“Workday”) for ERP Services supporting the district’s enterprise administrative operations.

In April 2023, the board approved Agenda Item VIII.B and Resolution No. 12-22/23 authorizing renewal of the Workday MSA through June 30, 2026. Workday has continued to provide ERP Services that remain essential to maintaining uninterrupted district business operations and institutional administrative processes.

Continued use of Workday’s ERP Services is necessary to ensure uninterrupted district operations and ongoing access to the district’s enterprise financial, payroll, human resources, procurement, budgeting, and planning systems. The ERP Services support essential administrative and operational functions relied upon daily by district employees and departments, and continued use of the services will maintain system continuity, operational efficiency, and institutional effectiveness.

Status:

Continued procurement of Workday Enterprise Resource Planning software and related support services (“ERP Services”) is necessary to support uninterrupted operation of the district’s mission-critical administrative systems. Due to the district’s reliance on its existing enterprise systems, competitive bidding would be impractical and would not provide an economic advantage, as transitioning to an alternative system would result in significant operational disruption, implementation costs, staffing impacts, and interruption of critical district functions. Accordingly, pursuant to Public Contract Code section 3400(c)(2), the board may make this finding, consistent with judicial precedent established in Meakin v. Steveland and Los Angeles Dredging Company v. Long Beach.

Workday submitted a proposal to renew the district’s ERP Services agreement for a five-year term from July 1, 2026, through June 30, 2031, in the amount of $2,075,033.00. The proposed renewal includes continued licensing, software support, maintenance, and related ERP Services necessary to support district operations, as detailed below:

Contract Term	Amount
July 1, 2026 - June 30, 2027	$415,006.00
July 1, 2027 - June 30, 2028	$415,006.00
July 1, 2028 - June 30, 2029	$415,006.00
July 1, 2029 - June 30, 2030	$415,006.00
July 1, 2030 - June 30, 2031	$415,009.00
Grand Total	**$2,075,033.00**

The Information Technology Services budget includes funds for renewing software update licensing, maintenance, and technical support services.

The proposed action requests adoption of Resolution No. 24-25/26, which authorizes renewal of the Workday Master Subscription Agreement for continued Enterprise Resource Planning software and related support services for the term of July 1, 2026, through June 30, 2031. In accordance with Administrative Procedure 6340, board approval is required for contracts exceeding the statutory bid threshold.

Recommended Action:

Adopt Resolution No. 23-25/26 authorizing renewal of Workday Enterprise Resource

Planning (ERP) software and related support services without competitive bidding, and authorize execution of the agreement for the term July 1, 2026, through June 30, 2031, in an amount not to exceed $2,075,033.00.

MiraCosta Community College District

Resolution No. 23-25/26

Authorizing Renewal of Workday Enterprise Resource Planning (ERP) Software and Related Services

Whereas, in June 2018, following a competitive Request for Proposal process identified as RFP #12-17 for Enterprise Finance, Purchasing, Human Resources and Payroll Software and Related Services, the District entered into a Master Subscription Agreement ("MSA") with Workday, Inc. ("Workday") for Enterprise Resource Planning software and related services ("ERP Services"); and

Whereas, the Board of Trustees approved Agenda Item VII.N on June 21, 2018, authorizing the District to enter into the MSA with Workday; and

Whereas, the Board of Trustees approved Agenda Item VIII.B and Resolution No. 12-22/23 on April 20, 2023, authorizing renewal of the Workday MSA through June 30, 2026; and

Whereas, the District continues to rely on Workday ERP Services to support critical administrative functions, including financial management, procurement, payroll processing, human resources administration, budgeting, and planning; and

Whereas, uninterrupted access to Workday ERP Services is essential to the District's ongoing operations and institutional effectiveness; and

Whereas, Workday submitted Order Form No. 00563049.0 for continuation of ERP Services for the period July 1, 2026, through June 30, 2031, for a total contract value of Two Million Seventy-Five Thousand Thirty-Three Dollars ($2,075,033.00); and

Whereas, Public Contract Code section 3400(c)(2) permits a public agency to specify a particular product where it is necessary to match existing systems or maintain continuity of service; and

Whereas, the District's continued use of Workday ERP Services is necessary to ensure compatibility with existing systems and continuity of operations; and

Whereas, transitioning to an alternative ERP system would result in significant operational disruption, implementation costs, staffing impacts, and interruption of critical District functions; and

Whereas, California courts recognize exceptions to competitive bidding requirements where competitive bidding would be impractical and would not provide an economic advantage to the public agency, including Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging Company v. Long Beach (1930) 210 Cal. 348; and

Whereas, Administrative Procedure 6340 requires Board approval of contracts exceeding the statutory bid threshold;

Now therefore, be it resolved by the Board of Trustees of MiraCosta Community College District as follows:

Resolved, that the foregoing recitals are true and correct and are hereby incorporated into this Resolution by reference; and

Further resolved, that the Board finds that procurement of Workday Enterprise Resource Planning (ERP) software and related services without competitive bidding is justified pursuant to Public Contract Code section 3400(c)(2), as competitive bidding would be impractical and would not provide an economic advantage to the District; and

Further resolved, that the Board approves renewal of the Workday Enterprise Resource Planning (ERP) software and related services agreement pursuant to Workday Order Form No. 00563049.0 for the term of July 1, 2026, through June 30, 2031, in an amount not to exceed $2,075,033; and

Further resolved, that the Board delegates authority to the District's assistant superintendent/vice president of administrative services to negotiate, execute, and deliver all documents necessary to effectuate this renewal; and

Further resolved, that this Resolution shall take effect immediately upon its adoption.

Dated, signed and approved this 25th day of June, 2026.

BOARD OF TRUSTEES OF THE
MIRACOSTA COMMUNITY COLLEGE DISTRICT

By:_____
Frank Merchat,
President, Board of Trustees

Attest:

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

STATE OF CALIFORNIA)

)ss

SAN DIEGO COUNTY)

I, Sunita V. Cooke, Ph.D., do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-25/26, which was duly adopted by the Board of Trustees of the MiraCosta Community College District at a meeting thereof held on the 25th day of June 2026, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By_____

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

ORDER FORM 00563049.0
and MSA AMENDMENT

Customer Name	MiraCosta Community College District
Workday Entity	Workday, Inc. Address: http://www.workday.com/contracting-entity-addresses
MSA Effective Date	June 27, 2018
MSA Amendment	This Order Form is subject to and governed by the referenced MSA, as amended, **including the UMSA Amendment attached hereto.**
Product Terms	Service SKUs and functionality in the Rate Card are subject to the applicable Product Terms available at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html, which are incorporated herein by reference.
Workday Flex Credits and Platform Entitlement Policy	Use of capabilities identified in the Rate Card are subject to the Workday Flex Credits and Platform Entitlement Policy available at https://www.workday.com/content/dam/web/en-us/documents/legal/the-policy-v259.pdf which may be updated from time to time.
Workday Flex Credits Rate Card ("Rate Card")	https://www.workday.com/content/dam/web/en-us/documents/legal/flex-credits-rate-card-v262.pdf
MSA Amendment Effective Date	July 1, 2026
Order Form Effective Date	July 1, 2026
Order Term	July 1, 2026 through June 30, 2031
Currency	USD
Total Fees	2,075,033

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Form Effective Date	415,006
2	Due on First anniversary of the Order Term start date	415,006
3	Due on Second anniversary of the Order Term start date	415,006
4	Due on Third anniversary of the Order Term start date	415,006
5	Due on Fourth anniversary of the Order Term start date	415,009
	Total Payment Amount	**2,075,033**

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
LDPHCM	Core Human Capital Management - LDP	FSE*	Full Enterprise (incl. Former Workers with Access)
LDPCCB	Cloud Connect for Benefits - LDP	FSE*	Full Enterprise
LDPBEN	Benefits - LDP		
LDPLRN	Learning - LDP		
LDPPD	Performance and Development - LDP		
LDPSP	Succession Planning - LDP		
LDPFIN	Core Financials - LDP		
LDPRM	Revenue Management - LDP		
LDPPLN	Planning - LDP		
LDPTT	Time Tracking - LDP		
LDPAM	Absence Management - LDP		

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LDPEXP	Expenses - LDP		
LDPPRO	Procurement - LDP		
LDPUSP**	Payroll for United States - LDP	FSE*	United States-based Employees (excl. Former Workers with Access)

*For Pricing Metric details see the Full-Service Equivalent ("FSE") Count Table below.
**Customer agrees that the number of FSE Workers for all Payroll Services and any Workday payroll connector will always be equal to the total number of FSE Workers for LDPHCM minus Former Workers with Access.

Full-Service Equivalent ("FSE") Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise (incl. Former Workers with Access)	957
Full Enterprise	937
United States-based Employees (excl. Former Workers with Access)	937

Customer Contact Information

	Billing, In Care of	Subscriptions Contact
Contact Name	Elba Gomez	Mark Stramaglia
Street Address City/Town, State/Region/County, Zip/Post Code, Country	1 Barnard Dr Oceanside, California, 92056 United States	1 Barnard Dr Oceanside, California, 92056 United States
Phone/Fax #	(760) 795-6653	(760) 795-6725
Email (required)	elba.gomez@miracosta.edu	mstramaglia@miracosta.edu

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components ("**Downloadable Components**"). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Form Effective Date, there is no value attributed to any of the Downloadable Components.

Non-Generally Available Functionality
The Rate Card may include functionality that is not generally available. Such functionality is still in the design phase and in Workday's sole discretion is subject to change or removal at any time and may never be made available to Customer for use.

Customer agrees that any active product SKUs not listed in the above Subscription Rights Table, but currently subscribed to by Customer are also subject to the applicable Product Line(s) and Product Terms rather than the Product Addenda attached to any other Order Form(s). This Order Form is the Signature Document and incorporates all documents linked and/or attached, **including the UMSA Amendment attached hereto**. Flex Credits are available only to customers on the Universal MSA. By utilizing any available Workday Agents or Platform Capabilities identified in the Rate Card, Customer agrees to the applicable Product Terms. Customer may not withhold, reduce, or set-off fees owed under this Order Form. All purchase order forms, tax exemption certificates and FST/VAT/business registration, supplier setup requests, and invoice inquiries shall be submitted to Accounts.Receivable@workday.com.

IN WITNESS WHEREOF, this Order Form is entered into as of the Order Form Effective Date.

MiraCosta Community College District	**Workday, Inc.**
Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

ADDITIONAL ORDER FORM TERMS ADDENDUM

1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Notwithstanding the foregoing, Workday Flex Credits are subject to the Flex Credit Reporting Obligation in the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	616	100.0%	616
Part-Time Employees	833	25.0%	209
Associates	889	12.5%	112
Former Workers with Access	797	2.5%	20
Total FSE Count:	**3,135**		**957**

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

"**Full-Time Employee**" is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"**Part-Time Employee**" is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"**Associate**" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, student workers, visiting academics, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

"**Former Worker with Access**" is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. "**Static Records**" are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are "**Active Records**".

3. Growth and Expansion.

A. Annual Reporting Obligation.

Customer will report to subscriptions@workday.com no earlier than 90 days and no later than 60 days ("**Annual Reporting Period**") based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days ("**Count Date**") prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a "**Reporting Cycle**"). Customer understands that an Order Form, Subscription Growth Acknowledgement or other ordering document ("**Ordering Document**") will be required to document any annual fees due pursuant to this section in its entirety. Such Ordering Document must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

a. FSE Metric Reporting.

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Expansion Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	304.96
LDPHCM	83.92
LDPUSP	52.25

B. Growth Event Reporting Obligation.

In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more ("Growth Event") as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Subscription Rights to subscriptions@workday.com within 30 days of the Growth Event. Customer agrees to pay the applicable annual fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

C. Flex Credit Reporting Obligation.

In addition to the obligations set forth above, if Workday provides an Ordering Document to document any additional fees due for any use in excess of the entitlement in the Flex Credit and Platform Entitlement Policy, Customer will execute such Ordering Document and pay the applicable fees based on the rates in the then-current Rate Card.

4. Renewal.

The "**Base Subscription Fee**" is 415,007. Customer may renew all Services on this Order Form for a single three-year Renewal Term ("**Renewal Term**") based on a compounding increase of 7% per annum ("**Annual Renewal Increase**"). The Annual Renewal Increase for each Year of the Renewal Term will be calculated based on the Subscription Fee. The Expansion Rate(s) for the Renewal Term shall be increased by the same percentage as the Annual Renewal Increase per year. This Renewal option is valid only if Customer's Base Subscription Fee for the Renewal Term is equal to or greater than the Base Subscription Fee defined herein and Customer renews all Subscription Services included in this Order Form plus the Base Subscription Fee in any subsequent purchase of any additional SKUs purchased during this Order Term. Annual Renewal Subscription Fees exclude fees for any additional Subscription Rights purchased at the time of renewal. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term.

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Product Line	Description
Core Human Capital Management - LDP	Human Capital Management	Core HCM includes management of the unified worker system of record; organization management; staffing management; basic compensation management; safety incident tracking; business asset tracking; management of business plans. Core HCM supports the organization's onboarding through new hire tasks; calls attention to the on-boarding process; guides workers through a checklist of actions; and enables communication of relevant corporate and job-related information. Core HCM also enables the creation of electronic Form I-9s for U.S. employment verification and the ability to distribute documents to new hires and track acknowledgements or electronic signatures. Core HCM includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Cloud Connect for Benefits - LDP	Human Capital Management	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Benefits - LDP	Human Capital Management	Benefits enables the set-up of benefit plans, benefit groups, eligibility rules and benefit rates; maintenance of enrollment event and cross plan rules for benefit plans; management of benefit and open enrollment events, evidence of insurability, and individual rates for workers; and tracking of beneficiaries and dependents.
Payroll for United States - LDP	Payroll	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.
Learning - LDP	Talent Management	Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content.

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		Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.
Performance and Development - LDP	Talent Management	Performance and Development enables performance reviews, performance improvement plans, development plans, and disciplinary actions. It enables the set-up of reviews to be sent to additional reviewers. It enables actions for allowing employees to get feedback on themselves and other employees. Performance and Development enables the management of individual goals and linkage to organization goals. It enables the creation and viewing of talent matrix reports. Performance and Development also enables the set-up of competencies at different levels including management level and job family. It supports the comparison of competency assessments for workers with the competencies required for their jobs, as well as the management of career development items, and the management of the overall talent review process.
Succession Planning - LDP	Talent Management	Succession Planning enables the management of succession plans, creation and management of talent pools, performance of talent assessment and talent identification. It enables the search for talent and talent comparison.
Core Financials - LDP	Financial Management	Core Financials includes financial management and accounting, banking and settlement management, cash management, customer management, supplier management, financial consolidation, business asset accounting, capital projects and project tracking. Core Financials includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments, and customer payments via credit card.
Revenue Management - LDP	Financial Management	Revenue Management supports advanced revenue management processes including contract management (the creation of customer contracts to manage fixed amount, open-ended and project contractual commitments); revenue recognition and advanced billing. It supports billing and revenue recognition schedules, installments, and milestones. It enables invoicing of project time and expense for billable projects and management of customer prepayments. It provides analysis and reporting on forecasted deferred revenue, milestones and schedules.
Planning - LDP	Adaptive Planning	Planning includes Financial Planning and Workforce Planning. Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis. Workforce Planning provides the ability for Customer to create workforce planning models for the

		purpose of supporting the workforce planning process. Workers may interact with the workforce planning models for the purposes of data entry, forecasting, reporting, and analysis.
Time Tracking - LDP	Workforce Management	Workday Time Tracking enables the collection, processing, and distribution of time data for a global workforce. The Workday Time Tracking module is unified with Workday HCM and Workday Payroll and includes basic time scheduling, time entry (hourly, time in/time out), approvals, project tracking, and configurable calculation rules.
Absence Management - LDP	Workforce Management	Absence Management supports the management of leave of absences and time off. It enables the set up and administration of leave plans; the definition of the impact a leave has on employee compensation, as well as whether employees can request leave types directly. It enables viewing of leave results for a worker or organization; set up and administration of time off plans, and whether time off can be requested directly by the employee. Absence Management enables the viewing of time off plan balances including projections.
Expenses - LDP	Financial Management	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration, spend analytics and project tracking. Workday Expenses also includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions, and support for 'punchout' to suppliers.
Procurement - LDP	Spend Management	Workday Procurement includes procure to pay functionality to address spend for goods and services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

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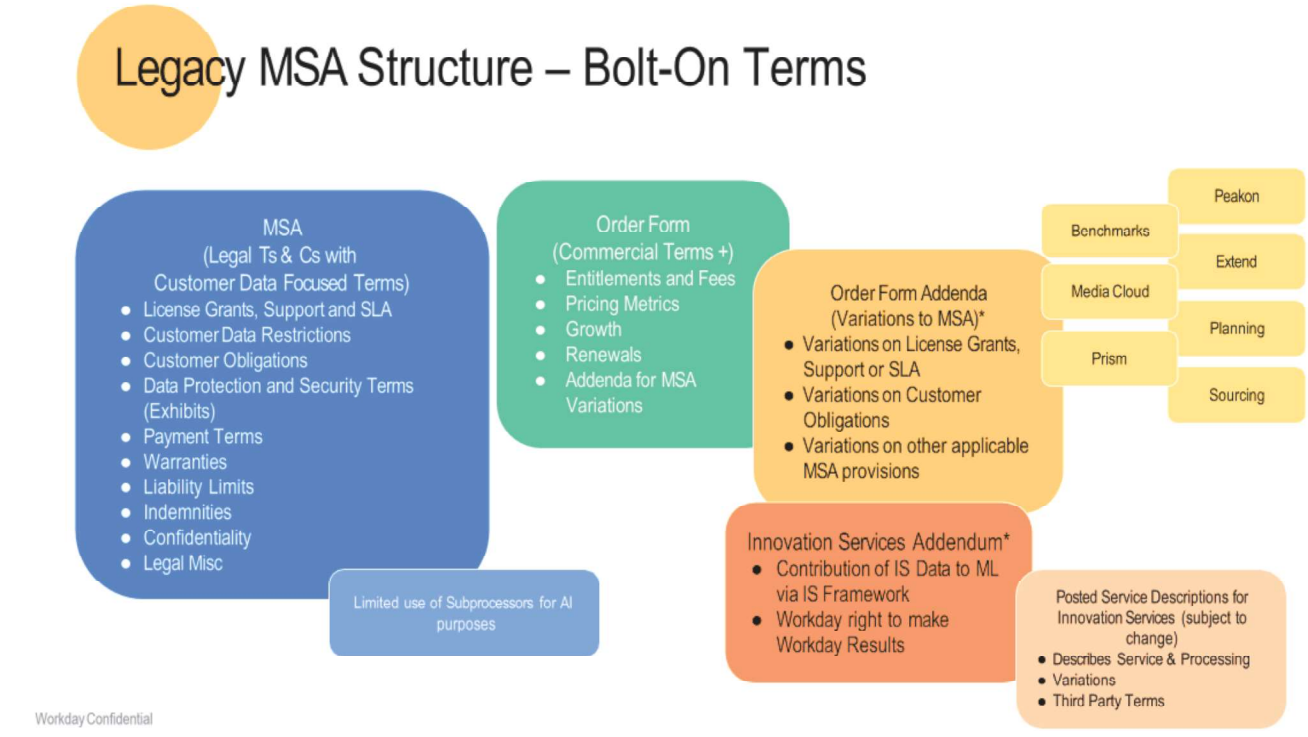
WORKDAY MSA AMENDMENT: UNIVERSAL TERMS FAQ

Why is an MSA amendment necessary?

Historically, Workday's MSA terms were designed solely for Workday's "core" Service (e.g., HCM, Financial Management & Student), which (at the time) did not contain Enhanced Features such as Machine Learning (ML) and Artificial Intelligence (AI) functionality. Not only has Workday's core Service matured (given the momentous evolution within technology applications), but Workday has also expanded its offerings through various product acquisitions. As such, and in strong partnership with our customers, we need to update certain terms in the MSA to address the SLA, security, privacy, and technology infrastructure that were initially limited to just our core Service and historically did not contemplate (in the baseline terms) ML and AI functionality. In doing so, we are responding to the tremendous customer demand for these additional products and the ML and AI features, now available throughout our Service applications. To adapt our MSA to the future, we have transitioned away from making MSA-level commitments to individual Service applications (such as which audit reports are available for a particular Service SKU) in favor of more encompassing commitments that factor in our growing product and offering portfolio. However, we still address Service specific commitments via the appliable Product Terms (discussed further below). We have updated our legacy contracting structure to better facilitate Workday's ability to deliver Enhanced Feature improvements to our customers.

How is the contract structure changing?

The image below represents our historic MSA structure. To the left, we have the base **Main** (formerly "Master") **Subscription Agreement** containing standard terms and conditions that are mainly focused on delivery of our core Service using Customer Data. The **Order Forms**, in turn, contain commercial terms, pricing, SKUs to be purchased, and, for certain products, additional product specific addenda that are incorporated into the Order Form. This resulted in a fragmented contract structure and less-than-optimal customer experience.

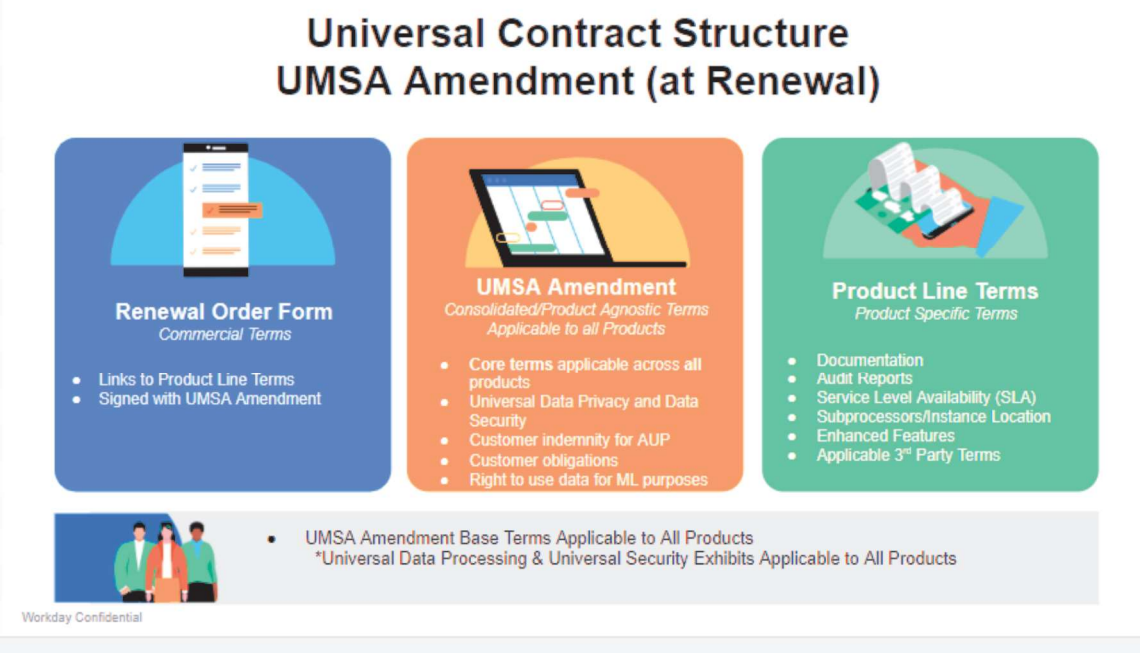


The image below illustrates our new streamlined Universal Contract Structure, which is designed to contractually support the delivery of our new AI and ML powered Enhanced Features. These AI and ML powered Enhanced Features are available to our customers by default; however, customers who are under the new Universal MSA (uMSA), either through use of a uMSA for a new transaction or via an updating amendment, are able to use tenant controls to manage and control the contribution of their Customer Content that is used to train the machine learning model to deliver Enhanced Features to personalize their use of the Service. These customers also manage their data contribution through the enhanced User Interface in their Instance (formerly "Tenant"). Customers are fully in control of their data contribution for AI and ML-powered Enhanced Features. We have consolidated our product-specific terms that apply to Product Line grouping of SKUs. This eliminates a great deal of redundancy across the product-specific terms.

The **Universal Order Form** has been redesigned so that our customers can clearly see how their specific SKUs are mapped to a particular Product Line. From these Product Lines our customers can determine which Enhanced Features apply to those Product Lines. The Universal Order Form includes a reference to the uMSA and, if appropriate, the uMSA Public Sector Addendum.

The **Universal MSA** has the same look and feel as the existing MSA but will now provide a baseline set of legal terms that apply across all products. The uMSA allows our customers to select and enable Enhanced Features without having to sign product-specific addenda. This gives customers immediate access to new innovations when they are generally released.

Finally, **Universal Product Terms** available on our new Universal Contract Terms and Conditions page (https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html) are now more streamlined to only include fact-specific terms applicable to that particular Product Line, and they will also include a list of the Enhanced Features tied to the Product Lines. This gives our customers greater visibility into how their data is being used to train and improve the machine learning model to deliver personalized results and will provide greater transparency into the services on offer.



One-size-fits-all-terms often don't fit for SLED customers – will these terms work for me?

Workday's State, Local, and Education (SLED) legal team created a special version of the MSA Amendment for SLED customers to be sure that the amendments to the MSA will not modify the areas that

our customers are most likely to have negotiated, such as choice of law, compliance with public records laws, modification to any clause that would have public entities indemnifying vendors, etc. New customers use a SLED-specific Public Sector Addendum to the new uMSA to address those concerns.

How can we accept web-based terms as they can change?

We recognize that SLED customers are reluctant to use web-based terms, fearing hidden changes or that new obligations for existing subscriptions will be slipped in without their knowledge or consent. Workday's contract page (https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html) includes links to previous versions of the documents for easy comparison as needed – and customers can always download the documents for their records. Our approach is flexible, but with guardrails. The amendment does NOT change your MSA's requirement that modifications to the MSA be in writing and signed by both parties so a change to a web document that sneaks a modification into the uMSA would run afoul of that requirement. Here's a quick run-down on how the new uMSA paradigm handles changes to the web terms:

uMSA and Public Sector Addendum: If referenced in the Order Form as web documents but not attached to the Order Form, the version that is current as of the execution of the Order Form is the static, controlling version for the **duration of the Order Form.** We expect these to be static longer term, but it is not realistic to think that they would not need to be amended/refreshed in the next 10+ years.

Dynamic Documents but subject to a "not materially decrease customer protections" requirement:

- SLAs: this has always been the case although some prior versions of the legacy MSA did not state it explicitly.
- Security Exhibit: this has always been the case.
- Audit Reports: this has always been the case.
- Data Processing Exhibit: this has not always been explicitly stated but is the expectation.
- Product Line Terms: the protection is found in the warranty that the overall Service will not be materially decreased during the term of the Order Form.
- Documentation: has always been the case as it would be a disaster to update the product without updating the documentation. The warranty that the overall Service will not be materially decreased during the term of the Order Form is a limitation on changes.

Dynamic Documents required to be flowed down to customers (not negotiable by Workday):

- Acceptable Use Policies: This is standard industry practice, prioritizing transparency and agility to ensure the Service is secure for all customers. Workday's use of Subprocessors is subject to Workday agreeing to the Subprocessors AUPs. To ensure compliance, Workday is required to flow Subprocessor AUPs terms down to customers. Customers can subscribe to get update notices.
- Extend Developer Terms and Extend Availability Status: This is standard industry practice for this type of offering.

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WORKDAY MSA AMENDMENT
UNIVERSAL TERMS

The purpose of this amendment ("**Universal MSA Amendment**") is to incorporate general terms and conditions from product addenda incorporated via link or attached to Customer's Prior Subscription Order Forms into the main subscription agreement (or similarly titled subscription agreement) between Customer and Workday ("**MSA**") to serve as the universal terms to be applicable across all Workday Service SKUs. This Universal MSA Amendment supersedes and replaces certain MSA terms, including prior amendments, related to Workday's delivery of the Service, as further set out below. This Universal MSA Amendment is entered into as of the Effective Date of the Signature Document, which may be an Order Form, into which this Universal MSA Amendment is incorporated by reference, or to which it is attached, ("**Amendment Effective Date**") and will remain in effect during the Term of the Agreement. Unless otherwise defined herein, capitalized terms used in this Universal MSA Amendment will have the same meaning as set forth in the Agreement.

1. Definitions.

The following definitions in the MSA are amended to read as follows:

"**Audit Reports**" means the (a) most recently issued security audit reports and (b) other security relevant assessment reports and certifications for the applicable Service (as identified in the Product Terms) that are prepared by Workday's independent third-party auditors or obtained by Workday from other independent third parties, which may be updated by Workday from time to time, with no update materially decreasing the protections provided by the controls set forth in the applicable Audit Report during the Term.

"Agreement" means this MSA, including the SLA, Security Exhibit, Data Processing Exhibit, Business Associate Exhibit (if applicable), any other exhibits, addenda, or attachments hereto, and any fully executed Order Form (including Product Terms).

"**Improvements**" means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features), error corrections, bug fixes, prevention of or addressing service or technical problems, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"**Order Form**" means the fully executed ordering document (including Product Terms) under which Customer subscribes to Service application(s) or other services. Order Forms do not include the terms of any preprinted or non-negotiated terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

"**Production**" means Customer's use of, or Workday's written verification of the availability of, the Service (a) to administer its users (as identified in the applicable subscription Order Form); (b) to generate data for Customer's books/records; or (c) in any decision support capacity. Production does not include any sandbox, preview, or implementation Instance.

"**Service"** means the applicable Workday software-as-a-service application and Improvements (as described in the Documentation and Product Terms) as subscribed to under an Order Form. For purposes of clarification, Service excludes professional services, support services, training services, and Non-Workday Content.

"**SLA**" means the Production support and service level availability policy for the Service application(s) identified in the applicable Product Terms, which may be updated by Workday from

time to time, with no update materially decreasing Workday's responsibilities under the SLA during the applicable Order Term.

The following definitions are hereby added to the MSA:

"**AUP**" means the acceptable use policy for the applicable Service located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html.

"**Customer Content**" means electronic data or information submitted to the Service by Customer or Authorized Parties.

"**Enhanced Features**" will have the same meaning as set forth in the applicable Product Terms.

"**Instance**" means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

"**Loss**" means reasonable attorney's fees and any damages or costs finally awarded or entered into in settlement of a Claim.

"**Non-Workday Content**" means a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party and interoperates with a Workday Service application.

"**Prior Subscription Order Forms**" means subscription Order Form(s) executed by Customer and Workday before the Amendment Effective Date and which are still active as of the Amendment Effective Date.

"**Product Terms**" means the product terms for a specific Service application available at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html or attached to the subscription Order Form (for reference only). No updates to the Product Terms related to the Service will apply to Customer during the then-current Order Term unless reasonably necessary to address: (a) compliance with Laws; (b) new or updated features of the Service; (c) change(s) in circumstance(s) with respect to Workday's suppliers or subprocessors; or (d) security concerns.

2. Instance. The term "Tenant" (or such equivalent term) is deleted and replaced by the term "Instance". Workday Data Center locations are currently available on Workday Community at Workday Data Centers (https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/data-center-locations-by-workday-product-offering.html) or a successor site made available to Workday's customers.

3. Customer Content. The term "Customer Data" (or such equivalent term in the MSA) is deleted and replaced with the term "Customer Content". Workday will have the right to use Customer Content only to provide the Service, subject to this Agreement.

4. Customer Obligations. The section in the MSA titled "Customer Obligations" or other similarly titled section is deleted and replaced with the following section:

"Customer will have sole responsibility for (a) the accuracy, quality, and legality of all Customer Content, (b) any Non-Workday Content it installs, uses, or enables; (c) obtaining and verifying it has all authorizations, consents, and rights necessary to use the Service; and (d) ensuring compliance with this Agreement and the AUP by its Affiliates and Authorized Parties, and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer. Customer will take reasonable efforts to prevent

unauthorized access to, or use of, the Service, and will notify Workday promptly of any unauthorized access or use. Customer will not: (1) use the Service in violation of Law or the Documentation; (2) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (3) knowingly send or store Malicious Code in connection with the Service; (4) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (5) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. During the applicable subscription Term, Workday reserves the right to suspend Customer's access to an applicable Service in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or if Workday in good faith reasonably determines that Customer has violated the AUP; however, Workday will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to such suspension. Workday will use commercially reasonable efforts to minimize the length and scope of suspension in light of the circumstances."

5. Universal Security Exhibit & Universal Data Processing Exhibit.

a. Universal Security Exhibit. If the MSA is not already subject to the Universal Security Exhibit ("**Security Exhibit**"), then the Security Exhibit currently located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html will supersede and replace all prior versions of security exhibits. All references in the Agreement (including in any Order Form) to "Workday Security Exhibit", "Security Exhibit", "Workday Universal Security Exhibit", or "Universal Security Exhibit" will be deemed to be references to the Security Exhibit. The Security Exhibit may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the Security Exhibit during the Term.

b. Universal Data Processing Exhibit.

(i) If the MSA is already subject to the Universal Data Processing Exhibit ("**Data Processing Exhibit**" or "**DPE**") then that DPE will continue to apply, except that the term **"Covered Service**" (as defined in the DPE) will mean (i) any Service provided under the MSA as amended by this Universal MSA Amendment, and/or (ii) any Professional Services.

(ii) If the MSA is not already subject to the DPE, then the DPE currently located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.htm (the "**DPE**") will supersede and replace all existing terms in the MSA or separate addenda, exhibit or amendment governing Workday's Processing of Personal Data as a data Processor on behalf of Customer, including but not limited to any references in Customer's Agreement to a Data Processing Exhibit or Data Processing Agreement. All references in the Agreement (including in an Order Form) to a Data Processing Exhibit, Data Processing Agreement, or similar terms, will be deemed to be references to the Data Processing Exhibit. The DPE may be updated by Workday from time to time to comply with applicable Data Protection Laws applicable to Workday as a data Processor. No update will materially decrease Workday's data Processor obligations under the DPE.

6. Protection and Security of Customer Content. The section in the MSA titled "Protection and Security" or other similarly titled section is deleted and replaced with the following section:

> "**Security Program and Audit Reports.** Workday maintains a security program that conforms to the Security Exhibit and Audit Reports (as set forth in the applicable Product Terms). Through Workday's customer self-service systems or upon Customer's written request, Workday will make available to Customer Workday's then-current Audit Reports for the applicable Service application to enable Customer to verify Workday's compliance with its obligations under this Agreement. Audit Reports constitute Workday's Confidential Information and are subject to the confidentiality terms in this Agreement or separate confidentiality agreement terms (as applicable).
>
> **Privacy.** Personal Data will only be Processed in accordance with the DPE. "

7. Retrieval of Customer Content. The section in the MSA titled "Retrieval of Customer Content" or other similarly titled section is deleted and replaced with the following section:

> "**Retrieval of Customer Content.** Upon Customer's written request made on or prior to expiration or termination of this Agreement (including any Transition Period), Workday will give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content ("**Retrieval Period**"). After such Retrieval Period (or if no Retrieval Period, after termination or expiration of this Agreement or applicable Order Form) and subject to Workday's legal obligations, Workday has no obligation to maintain or provide any Customer Content and will, unless legally prohibited, delete Customer Content by deleting Customer's applicable Instance; provided, however, that Workday will not be required to remove copies of the Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Content in accordance with this Agreement. Customer Content will be made available for extraction in a machine-readable format as described in the Documentation."

8. Product Terms. Upon the Amendment Effective Date, any product-specific terms attached to or linked from Customer's Prior Subscription Order Forms (e.g. the Innovation Services Addendum and the Media Cloud Addendum), or other separate product-specific terms, will be terminated and will have no further force or effect, and all Prior Subscription Order Forms, or other separate product-specific terms, are hereby amended to be subject to the Product Terms for the applicable Product Line (as identified in an Order Form) available at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html, which are incorporated herein by reference. Workday is not required to escrow third-party source code used in providing the Service. Prior negotiated product-specific addenda, public-sector amendments, security commitments, accessibility commitments, service levels, and data protections shall remain in effect unless expressly superseded by written amendment signed by both parties that specifically identifies the provision being replaced.

9. Customer Indemnity. Unless Customer is prohibited by Law from indemnifying its vendors, Customer shall defend Workday, at Customer's expense, from any third-party claim against Workday arising from: (1) Customer Content, or (2) violations by Customer, its Affiliates or Authorized Parties of the AUP; Customer shall be directly and solely responsible for any Losses related to such Claims. If Customer is prohibited by Law from indemnifying its vendors, Customer acknowledges that it, and not Workday, is responsible for Customer Content and any other materials and data it provides to Workday and for the behavior of its Authorized Parties and the parties agree that any indemnification clause found in an Order Form's application-specific additional terms or click-through terms referenced in the Order Form shall be read only as such an acknowledgement.

10. Exclusions to Limitation of Liability. To the extent the limitation of liability cap set forth in the MSA section titled "Limitation of Liability" or other similarly titled section does not contain an exclusion for any Customer indemnity obligations, such exclusion will be incorporated therein.

11. Service Credit Exhibit. Customer must request the Service Credit no later than 60 days after the applicable Failure occurs. To the extent that the MSA contains a termination right for missed Service Availability or Service Response minimums, such termination right will only apply for the applicable Service application (and Customer must serve notice of such termination no later than 30 days after the applicable Failure occurs). If the Service Availability falls below 75% in two or more months during any rolling six-month period (a "**Catastrophic Failure**"), the Customer may elect to terminate this Agreement by delivering notice of termination no later than 30 days after the most recent Catastrophic Failure. If the Customer terminates this Agreement in accordance with this [Clause/clause], Workday shall refund Customer any prepaid Subscription Fees for the affected Service that was to be provided after the date of termination

12. Confidentiality. The following language is hereby added to the section in the MSA titled "Confidentiality" or other similarly titled section.

"For purposes of clarification, the parties' confidentiality obligations also apply to Confidential Information either party (or its Affiliates) shares with the other party (or its Affiliates) related to potential future subscription services. The parties agree that (a) the Recipient's or its Representatives' online portal terms conflicting with the Confidentiality terms of this MSA will not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient's (or its Representative's) online portal; and (b) the Confidentiality terms of this MSA apply to all such Confidential Information disclosed to the Recipient through such online portals; and (c) the Recipient's or its Representatives' online portal terms conflicting with the Confidentiality terms of this MSA are superseded by this Agreement with respect to confidentiality obligations. "Representatives" means a party's Affiliates, officers, directors, agents, employees, contractors, consultants, financial and legal advisors, and service providers, including providers of third-party submission tools or online portals. "Discloser" is the disclosing party. "Recipient" is the receiving party."

13. AI Systems

To the extent Workday provides AI Systems in connection with the Service, the following terms shall apply:

a. Workday develops AI Systems in accordance with Workday's obligations under applicable Laws.
b. Workday shall maintain a governance and risk management program for AI Systems that takes into consideration the NIST AI Risk Management Framework or such successor framework, as may be updated from time to time to comply with Workday's ethical artificial intelligence principles and applicable Laws. Customer may review Workday's responsible artificial intelligence controls through the current Audit Reports for the applicable Service.
c. Workday provides Customer with the ability to control the use of Customer Content and the configuration of AI Systems available to Customer. Workday shall use (i) AI Systems to provide the Service and (ii) Customer Content for the purposes of training or improving any AI System, only to the extent permitted in the MSA (including this Amendment), the Product Terms or as otherwise agreed to by the parties in writing. Customer shall manage such use by configuring its Instance in accordance with the Documentation.
d. As between the parties, and except as otherwise provided in the Agreement, Customer shall own all right, title, and interest in and to all Customer Content, including any Outputs.
e. Unless otherwise set forth in the Agreement, all AI Systems are part of the Service. As such, and for purposes of clarity, the limitation of liability in the Agreement shall apply in connection with the AI Systems, as will the Service Warranty.
f. Workday's indemnification obligations under the Agreement shall apply to any Claim that an AI System infringes a third party's Intellectual Property Rights, provided that Customer has satisfied, if any, applicable indemnification conditions set forth in the Agreement.
[Workday Explanation: As Workday introduces AI-driven functionality into its Services, this section is intended to provide greater transparency and assurance about how AI Systems are developed, governed, and used. The language confirms that Workday develops and manages AI Systems in accordance with applicable laws and recognized risk management frameworks, provides customers with control over how AI features use their content, and maintains clear ownership of Customer Content and Outputs. It also clarifies that AI Systems are covered by the same warranty, liability framework, and intellectual property protections that apply to the rest of the Service.
Overall, this addition is designed to give customers confidence that AI capabilities are implemented responsibly, contractually protected, and aligned with existing Service commitments.]

14. Order of Precedence. Order of precedence shall be:

1. Applicable public-sector addendum / negotiated amendment
2. Signed Order Form(s)
3. This Amendment
4. Existing MSA dated (including exhibits)

MiraCosta Community College District Item Report

Item: VII.T.
Meeting Date: June 25, 2026

Subject:	Authorize Purchase of Microsoft Volume Licensing Software and Campus Agreement with Computerland
Category:	Consent Items
Institutional Goal Supported:	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	None

Background:

The district utilizes Microsoft software and cloud services to support instructional, administrative, and operational functions across all campuses and sites. As one of the district's standard technology platforms, Microsoft enables consistent software deployment, system compatibility, and centralized IT support across district-owned devices. To maintain uninterrupted access to these essential technology resources and services, the district routinely renews its Microsoft Volume Licensing and Campus Agreement.

The Microsoft Volume Licensing and Campus Agreement is specifically designed for higher education institutions and provides access to enterprise software, cloud-based productivity tools, cybersecurity solutions, and related technology services at discounted educational pricing. Participation in the program supports licensing compliance, centralized software management, and cost-effective access to technology resources necessary for district operations while providing the flexibility to meet evolving instructional and business needs.

Status:

Pursuant to California Public Contract Code section 20652, the district is authorized to utilize contracts awarded by other public agencies, a process commonly referred to as "piggybacking." This provision permits the district to procure goods and services at the same price and under the same terms and conditions as those obtained by the awarding agency, provided that the agency awarded the contract through a competitive

bidding process and the pricing and terms are determined to be in the best interest of the district.

Additionally, the Foundation for California Community Colleges (FCCC) qualifies as a public agency under Government Code section 20057(b), which encompasses the state and its political subdivisions. Furthermore, Education Code section 72670.5 authorizes the Chancellor of the California Community Colleges to contract with the FCCC to provide services that support the system's mission, including systemwide procurement.

The Foundation for California Community Colleges (FCCC) is currently finalizing negotiations for its Microsoft Volume Licensing and Campus Agreement, which leverages system-wide buying power to provide the most cost-effective pricing and overall best value for the district's technology purchases. The district's current agreement is scheduled to expire on June 30, 2026. To ensure continuity of service while negotiations are completed, Microsoft and FCCC have established a grace period that will allow participating districts to maintain uninterrupted access to Microsoft software, cloud services, and related support.

The resulting agreement is anticipated to provide a five-year term. Based on preliminary information provided through the negotiation process, the estimated first-year cost is approximately $225,000. Because final contract terms and multi-year pricing remain under negotiation, complete agreement details are not yet available. Board authorization is requested to allow the district to execute the agreement immediately upon completion of the FCCC negotiations and secure the negotiated pricing and terms without delay. While the grace period provides temporary continuity of service, timely execution of the final agreement is necessary to ensure ongoing access to Microsoft products and services under the negotiated contract. Upon execution of the agreement, final contract details, including annual pricing, total contract value, and contract term, will be presented to the board for ratification.

Funds for this purchase have been identified in the ITS budget.

Recommended Action:

Authorize the procurement and execution of the Microsoft Volume Licensing and Campus Agreement in accordance with the terms and conditions negotiated by the Foundation for California Community Colleges, for a term of up to five years. Final agreement details, including annual pricing, total contract value, and contract term, will be presented to the board for ratification upon execution.

MiraCosta Community College District Item Report

Item: VII.U.
Meeting Date: June 25, 2026

Subject:	Authorize Execution of Agreements with Enterprise Fleet Management, Inc. for District Vehicle Fleet Leasing and Management Services
Category:	Consent Items
Institutional Goal Supported:	Goal 4 Goal 3 Goal 2 Goal 1
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President

Attachments:

1. Master Equity Lease Agreement
2. Maintenance Management and Fleet Rental Agreement
3. Full Maintenance Agreement
4. Consignment Auction Agreement for Sale of Customer Owned Vehicles
5. Assignment Agreement to Sell FM Customer Vehicles
6. Self-Insurance Addendum (Walkaway, Physical Damage) MiraCosta College
7. MiraCosta College Year 1 Pricing Proposal 6.4.26
8. 2027 Ford Passenger Van 10036236 MCCD with 5_ contigency
9. 2027 Ford Expedition 10036235 MCCD with a 5_ contingency
10. 2026 Kia Sorrento Hybrd 10036242 MCCD with 5_ contingency
11. 2026 Ford F-150 10036240 MCCD with 5_ contingency

Background:

The district maintains a fleet of vehicles that support employee travel, instructional programs, student activities, athletics, and other operational needs, with passenger vans representing the largest portion of the fleet. Under the current ownership model, vehicles are typically retained until the end of their useful life, which can result in increasing maintenance costs and operational challenges as vehicles age.

To improve safety, reduce life-cycle costs, and establish a more predictable

replacement schedule, the district is proposing a transition to a leased fleet model through Enterprise Fleet Management. The proposed approach is intended to provide access to newer, more reliable vehicles while supporting more proactive and efficient management of fleet resources. As part of this transition, the district will also seek to incorporate hybrid and electric vehicles where operationally feasible to support sustainability goals and reduce overall fuel consumption and emissions.

Status:

California Public Contract Code section 20652 allows public agencies to utilize competitively awarded contracts from other public agencies (“piggyback”), provided the terms, pricing, and procurement process meet statutory requirements and are in the best interest of the district. The District has identified Sourcewell Contract No. 030122-EFM with Enterprise Fleet Management, Inc. as meeting these requirements for the District’s fleet leasing and management needs.

The Enterprise Fleet Management program includes vehicle leasing, maintenance management, replacement planning, and vehicle disposition services. The program is structured around a five-year vehicle replacement cycle designed to support a more predictable replacement schedule and reduce maintenance variability associated with aging vehicles.

The initial fleet replacement package includes ten vehicles consisting of one Ford Expedition Max, five Ford Transit passenger vans, three Ford F-150 Hybrid pickups, and one Kia Sorento Hybrid. The proposed fleet mix incorporates hybrid vehicles where operationally feasible and supports the district’s long-term fleet replacement and sustainability objectives. Expanding the use of alternative fuel vehicles will reduce fuel consumption and greenhouse gas emissions while supporting the California Community Colleges Board of Governors Climate Action and Sustainability 2030 goals, which include achieving a fleet composed of at least 50 percent zero-emission vehicles.

The estimated first-year cost of the fleet replacement program is $228,132.27, including lease and maintenance costs. The District also anticipates receiving approximately $68,565.00 in equity from the disposition of existing fleet vehicles, resulting in an estimated net first-year cost of $159,567.27. Funds for this purchase have been identified in the Facilities Equipment Replacement budget.

Recommended Action:

Authorize the execution of all agreements associated with Sourcewell Contract No. 030122-EFM with Enterprise Fleet Management, Inc. for vehicle leasing, maintenance management, vehicle replacement planning, and vehicle disposition services, and approve a total contract value not to exceed $1,140,661.35 over the 60-month lease term.

FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this ___ day of _____, 20___, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor, all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of, Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

Initials: EFM Initial AE Customer_____

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage Per Accident (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage Per Accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $1,000 per accident - Collision and $1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a

material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. Lessor has an absolute right to recoup any obligations Lessor would owe to Lessee under this Agreement against any obligations of Lessee to Lessor under this Agreement including, without limitation, under Sections 3, 5, 8, 10 and 12 of this Agreement. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: MiraCosta Community College District	LESSOR: Enterprise FM Trust
Signature:	By: Enterprise Fleet Management, Inc. its attorney in fact
By:	Signature: Signed by: ANTHONY EMLEN 80CEF7DACD914C7...
Title:	By: Anthony Emlen
Address:	Title: Regional Sales Manager
	Address: 6330 Marindustry Dr.
	San Diego CA 92121
Date Signed: ,	Date Signed: June 2, 2026 ,

Initials: EFM AE Customer

FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____ , by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and ~~MiraCosta Community College District~~ _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding $125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of
a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number andidentify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials: EFM Initial AE Company_____

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement $6.00 per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY:	_____	EFM:	Enterprise Fleet Management, Inc.
Signature:	_____	Signature:	Signed by: ANTHONY EMLEN 80CEF7DACD914C7...
By:	_____	By:	Anthony Emlen
Title:	_____	Title:	Regional Sales Manager
Address:	_____	Address:	6330 Marindustry Dr.
	_____		San Diego CA 92121
	_____		_____
Date Signed:	_____, _____	Date Signed:	June 2, 2026, _____

Initials: EFM Initial AE Company_____

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FLEET MANAGEMENT

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and MiraCosta Community College District ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 2026, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: Signed by: ANTHONY EMLEN 80CEF7DACD914C7...
By: _____	By: Anthony Emlen
Title: _____	Title: Regional Sales Manager
Address: _____	Address: 6330 Marindustry Dr.
_____	San Diego CA 92121
_____	_____
Date Signed: _____, _____	Date Signed: June 2, 2026, _____

Initials: EFM AE (Initial) Lessee_____

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CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and MiraCosta Community College District(hereinafter referred to as "CUSTOMER") on this _____ day of _____, 2026_____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and

B. The CUSTOMER is in the business of Education_____.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.

2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.

4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of $400_____ ("Service Fee") plus towing at prevailing rates.

5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.

6. Time for Payment:

(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale ofall Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of $1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"		"CUSTOMER"	
Signature:	Signed by: ANTHONY EMLEN 80CEF7DACD914C7...	Signature:	
Printed Name:	Anthony Emlen	Printed Name:	
Title:	Regional Sales Manager	Title:	
Date Signed:	June 2, 2026	Date Signed:	

Docusign Envelope ID: 996995CB-8306-8D91-8033-982073AE0B38

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and MiraCosta Community College District (hereinafter referred to as "CUSTOMER"), on the other hand on this _____ day of _____, 2026 (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of $400 or the maximum permitted by law ("Service Fee").

4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"		"CUSTOMER"	
Signature:	Signed by: ANTHONY EMLEN 80CEF7DACD914C7...	Signature:	
Printed Name:	Anthony Emlen	Printed Name:	
Title:	Regional Sales Manager	Title:	
Date Signed:	June 2, 2026,	Date Signed:	,

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

SELF-INSURANCE ADDENDUM TO MASTER WALKAWAY LEASE AGREEMENT

(Physical Damage Only)

This Addendum is made to the Master Walkaway Lease Agreement dated the _____ day of _____, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the physical damage risks (but not the liability risks) set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of physical damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (a) Lessor, at any time in its good faith judgment, is not satisfied with the financial condition of Lessee or (b) any "Event of Default" (as defined therein) occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement and Lessee shall furnish Lessor with satisfactory proof that the required insurance coverages are in effect.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: _____

_____

By: _____

Title: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

_____

By: _____

Title: _____

Date Signed: _____, _____

© 2017 Enterprise Fleet Management, Inc. I02096_Self-Insurance Addendum (Walkaway, Physical Damage)

MiraCosta Community College District

Year 1 Costs*	
Lease Cost Year 1	**$143,389.70**
Maint Cost Year 1	**$6,126.18**
Annual One-Time Down Payment Costs	**$57,877.10**
Total Year 1 Qty	**10**
Total Year 1 Cost	**$207,392.98**
Total Year 1 Estimated Equity	$68,565.00
Total Year 1 Replacement/Growth Minus Equity	$138,827.98

Equity Lease Menu Pricing

Vehicle Type	Year	Make	Model	Trim Level/specs	AME Notes	Engine	Year 1 Qty	Term	Annual Mileage	Monthly Cost (Lease Rate)*	Full Maintenance**	Annual Cost Including Maintenance	Lease Cost Year 1	Maint Cost Year 1	Cost of Aftermarket (capped into payment)	One Time Down Payment Cost (By Quantity)
Full Size SUV	2027	Ford	Expedition Max	Active 4dr 4x2		3.5L EcoBoost V6	1	60 Months	5900	$1,315.17	$49.56	$ 16,376.75	$ 15,781.98	$ 594.77		$ 6,369.10
Passenger Van	2027	Ford	Transit-350 Passenger	XL Read-Wheel Drive Low Roof Van 148 in. WB		3.5L PFDi V6 Flex-Fuel	5	60 Months	5900	$1,185.41	$53.42	$ 14,865.96	$ 71,124.79	$ 3,205.00		$ 28,725.50
1/2 Ton Pickup	2026	Ford	F-150 Hyrbid	XLT 4x2 SuperCrewCab 5.5 ft. box 145 in. WB	Estimated Pipe Racks	3.5L PowerBoost Full-Hybrid V6	3	60 Months	5900	$1,299.83	$48.68	$ 16,182.20	$ 46,794.04	$ 1,752.57	$ 1,500.00	$ 18,867.84
SUV	2026	Kia	Sorrento Hybrid	EX 4dr Front-Wheel Drive		1.6L Turbo GDI 4-Cylinder	1	60 Months	5900	$807.41	$47.82	$ 10,262.72	$ 9,688.88	$ 573.84		$ 3,914.66

Lease Cost Year 1	**$143,389.70**
Maint Cost Year 1	**$6,126.18**
Annual One Time Down Payment Cost	**$57,877.10**
Total Year 1 Cost	**$207,392.98**
Total Year 1 Cost with 10% Contingency Based on Final Vehicle Selection	**$228,132.27**

Total Year 1 Qty	**10**

Total Year 1 Estimated Equity	**$68,565.00**
Total Year 1 Replacement/Growth Minus Equity	**$138,827.98**
Total Year 1 Replacement/Growth Minus Equity with 10% Contingency Based on Final Vehicle Selection	**$152,710.77**

**Lease rates are based upon factory order pricing and miles per year and does not include any applicable taxes

** Maintenance does not include brakes and tires

**Pricing does not include expected return on equity at end of lease

**Quotes provided are based on SOURCEWELL Contract # 030122

** Pricing is **estimated** and subject to change based on: model year price increases, stock inventory, trim/spec changes, aftermarket changes

Open-End (Equity) Lease Rate Quote

Quote No: 10036236

Prepared For: MiraCosta Community College District
Cooke, Sunny

Date 06/04/2026
AE/AM DK/AN1

Price includes 5% contingency for actual model year purchase

Unit #
Year 2027 **Make** Ford **Model** Transit-350 Passenger
Series XL Rear-Wheel Drive Low Roof Van 148 in. WB
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 457755

$ 60,405.55		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 826.18	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 700.00		Other: (See Page 2)
$ 6,110.56	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$644.36	*	Taxes
$ 54,994.99		Total Capitalized Amount (Delivered Price)
$ 916.60		Depreciation Reserve @ 1.6667%
$ 253.26		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 1,169.86		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Oxford White
Interior Color	Dark Palazzo Gray w/Cloth Front Bucket Seats
Lic. Plate Type	Unknown
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit $0.00

$ 0.00 Physical Damage Management — Comp/Coll Deductible 0 / 0

$ 53.42 Full Maintenance Program[3] Contract Miles 29,500 — OverMileage Charge $ 0.0500 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included

$ 53.42	**Additional Services SubTotal**
$ 96.51	Tax 8.2500% **State** CA
$ 1,319.79	**Total Monthly Rental Including Additional Services**
$ -1.01	Reduced Book Value at 60 Months
$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 5,900
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE MiraCosta Community College District

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 250.00
Transport dealer to client	C	$ 150.00
Courtesy Delivery Fee	C	$ 300.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 700.00
Other Charges Total		$ 700.00

Open-End (Equity) Lease Rate Quote

Quote No: 10036236

VEHICLE INFORMATION:

2027 Ford Transit-350 Passenger XL Rear-Wheel Drive Low Roof Van 148 in. WB - US

Series ID: X2Y

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$56,696.00	$59,680.00
Total Options	$0.00	$0.00
Destination Charge	$2,395.00	$2,395.00
Total Price	**$59,091.00**	**$62,075.00**

SELECTED COLOR:

Exterior: YZ-Oxford White

Interior: CK-Dark Palazzo Gray w/Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
148WB	148" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
21L	Dark Palazzo Gray Cloth Bucket Seats	Included	Included
301A	Order Code 301A	NC	NC
425	50-State Emissions System	STD	STD
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	Included
998	Engine: 3.5L PFDi V6	Included	Included
C	Cloth Front Bucket Seats	Included	Included
CK_02	Dark Palazzo Gray w/Cloth Front Bucket Seats	NC	NC
FCP	Ford Connectivity Package (1-Year Included)	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 9,400 Lb	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 235/65R16C 121/119 R as BSW	Included	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included	Included
SYNC	SYNC	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X73	3.73 Axle Ratio	Included	Included
YZ_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 3
- Rear Cargo Door Type: split swing-out
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers
- Front License Plate Bracket: front license plate bracket
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Rear Air Conditioning: rear air conditioning
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver 1-touch down
- 1/4 Vent Rear Windows: fixed rearmost windows
- Remote Keyless Entry: yes remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: partial floor console with box
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- IP Storage: bin instrument-panel storage
- Driver Footrest: driver's footrest
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Voice Activated Radio: voice activated radio
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 8 speakers
- Internet Access: Ford Connect 5G internet access
- 1st Row LCD: 1 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type reflector halogen headlamps
- Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
- Cab Clearance Lights: cab clearance lights
- Front Wipers: variable intermittent rain detecting wipers wipers
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Low Tire Pressure Warning: low-tire-pressure warning
Park Distance Control: front and rear parking sensors
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: Ford Co-Pilot360 w/Side Wind Stabilization electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints
3rd Row Headrests: 3 manual adjustable third row head restraints
4th Row Headrest: manual adjustable fourth row head restraints
Number of 4th Row Headrests: 4 fourth row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 12
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Removeable Rear Seats: removeable rear seat
Rear Seat Type: rear bench seat
3rd Row Seat Type: removable third row split-bench seat
Reclining 4th Row Seat: split-bench fourth row seat
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Cargo Space Trim: vinyl/rubber cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light

Standard Engine:

Engine 275-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Open-End (Equity) Lease Rate Quote

Quote No: 10036235

Prepared For: MiraCosta Community College District
Cooke, Sunny

Date 06/04/2026

Price includes 5% contingency for actual model year purchase

Unit #

Year 2027 **Make** Ford **Model** Expedition Max
Series Active 4dr 4x2
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 457755

$ 67,027.55		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 925.50	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 700.00		Other: (See Page 2)
$ 6,772.76	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$814.50	*	Taxes
$ 60,954.79		Total Capitalized Amount (Delivered Price)
$ 1,015.93		Depreciation Reserve @ 1.6667%
$ 278.53		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 1,294.46		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Oxford White
Interior Color	Dark Gray w/Cloth Front Captain's Chairs
Lic. Plate Type	Unknown
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 49.56	Full Maintenance Program [3] Contract Miles 29,500	OverMileage Charge	$ 0.0500 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included

$ 49.56	**Additional Services SubTotal**	
$ 106.79	Tax 8.2500%	**State** CA
$ 1,450.81	**Total Monthly Rental Including Additional Services**	
$ -1.01	Reduced Book Value at 60 Months	
$ 400.00	Service Charge Due at Lease Termination	

Quote based on estimated annual mileage of 5,900
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE MiraCosta Community College District

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 250.00
Transport dealer to client	C	$ 150.00
Courtesy Delivery Fee	C	$ 300.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 700.00
Other Charges Total		$ 700.00

Open-End (Equity) Lease Rate Quote

Quote No: 10036235

VEHICLE INFORMATION:

2027 Ford Expedition Max Active 4dr 4x2 - US

Series ID: K1H

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$63,936.00	$66,600.00
Total Options	$0.00	$0.00
Destination Charge	$2,795.00	$2,795.00
Total Price	**$66,731.00**	**$69,395.00**

SELECTED COLOR:

Exterior: YZ-Oxford White

Interior: CE-Dark Gray w/Cloth Front Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
132WB	131.5" Wheelbase	STD	STD
200A	Equipment Group 200A Select Package	NC	NC
44U	Transmission: 10-Speed Automatic w/SelectShift	Included	Included
62S	SiriusXM w/360L	Included	Included
64X	Wheels: 18" X 8.5" Dark Alloy Painted Aluminum	Included	Included
998	Engine: 3.5L EcoBoost V6	Included	Included
C	Cloth Front Captain's Chairs	Included	Included
CE_01	Dark Gray w/Cloth Front Captain's Chairs	NC	NC
CONECT	Ford Connectivity Package (1-Year Included)	Included	Included
DIGITE	Ford Digital Experience	Included	Included
PAINT01	Paint Application	STD	STD
RD_AMFM	Radio: AM/FM Stereo w/MP3 Capable	Included	Included
TR_18AT	Tires: P265/70R18E All-Terrain BSW	Included	Included
X15	3.31 Axle Ratio	Included	Included
YZ_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: Split Gate power liftgate/tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Running Boards: running boards
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
- Body Material: galvanized steel/aluminum body material
- : class IV trailering with harness, hitch, brake controller
- Grille: black grille

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning with separate controls
- Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control (ACC) Stop & Go adaptive
- Trunk/Hatch/Door Remote Release: power cargo access remote release
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: yes remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Remote Engine Start: keyfob remote start - yes
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
- Emergency SOS: 911 Assist emergency communication system
- Navigation System: Google Maps navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: illuminated locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 4 12V DC power outlets

Entertainment Features:

- radio with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off reflector LED low/high beam headlamps
- Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
- Front Wipers: variable intermittent speed-sensitive wipers wipers
- Rear Window wiper: rear window wiper
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: digital appearance
- Tachometer: tachometer
- Voltometer: voltmeter
- Compass: compass
- Exterior Temp: outside-temperature display
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Park Distance Control: front and rear parking sensors
- Trip Computer: trip computer
- Trip Odometer: trip odometer
- Lane Departure Warning: lane departure
- Blind Spot Sensor: blind spot
- Front Pedestrian Braking: front pedestrian detection
- Following Distance Indicator: following distance alert
- Forward Collision Alert: forward collision
- Oil Pressure Gauge: oil pressure gauge
- Water Temp Gauge: water temp. gauge
- Clock: digital clock
- Systems Monitor: driver information centre
- Rear Vision Camera: rear vision camera
- Oil Pressure Warning: oil-pressure warning
- Water Temp Warning: water-temp. warning
- Battery Warning: battery warning
- Lights On Warning: lights-on warning
- Key in Ignition Warning: key-in-ignition warning
- Low Fuel Warning: low-fuel warning
- Low Washer Fluid Warning: low-washer-fluid warning
- Door Ajar Warning: door-ajar warning
- Trunk Ajar Warning: trunk-ajar warning
- Brake Fluid Warning: brake-fluid warning

Safety And Security:

- ABS four-wheel ABS brakes
- Number of ABS Channels: 4 ABS channels
- Brake Assistance: brake assist
- Brake Type: four-wheel disc brakes
- Vented Disc Brakes: front and rear ventilated disc brakes
- Daytime Running Lights: daytime running lights
- Spare Tire Type: full-size spare tire
- Spare Tire Mount: underbody mounted spare tire w/crankdown
- Driver Front Impact Airbag: driver and passenger front-impact airbags
- Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
- Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
- Occupancy Sensor: front passenger airbag occupancy sensor
- Height Adjustable Seatbelts: height adjustable front seatbelts
- Seatbelt Pretensioners: front seatbelt pre-tensioners
- 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated w/puddle lights perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints
3rd Row Headrests: 3 manual adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 8
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 40-20-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
3rd Row Seat Type: fixed third row power 60-40 split-bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: coloured instrument panel insert, door panel insert, console insert
Shift Knob Trim: metal-look shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 400-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Open-End (Equity) Lease Rate Quote

Quote No: 10036242

Prepared For: MiraCosta Community College District
Cooke, Sunny

Date 06/04/2026
AE/AM DK/AN1

Price includes 5% contingency for actual model year purchase

Unit #
Year 2026 **Make** Kia **Model** Sorento Hybrid
Series EX 4dr Front-Wheel Drive
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 457755

$ 40,342.68		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 576.32	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 700.00		Other: (See Page 2)
$ 4,104.27	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$567.79	*	Taxes
$ 36,938.41		Total Capitalized Amount (Delivered Price)
$ 615.65		Depreciation Reserve @ 1.6667%
$ 169.84		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 785.49		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management
$ 47.82		Full Maintenance Program[3] Contract Miles 29,500
		Incl: # Brake Sets (1 set = 1 Axle) 0
$ 47.82		**Additional Services SubTotal**
$ 64.81		Tax 8.2500% **State** CA
$ 898.12		**Total Monthly Rental Including Additional Services**
$ -0.59		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

Comp/Coll Deductible 0 / 0
OverMileage Charge $ 0.0500 Per Mile
Tires 0
Loaner Vehicle Not Included

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Snow White Pearl
Interior Color	Black w/SynTex Artificial Leather Seat Trim
Lic. Plate Type	Unknown
GVWR	0

Quote based on estimated annual mileage of 5,900
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE MiraCosta Community College District

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 250.00
Transport dealer to client	C	$ 150.00
Courtesy Delivery Fee	C	$ 300.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 700.00
Other Charges Total		$ 700.00

Open-End (Equity) Lease Rate Quote

Quote No: 10036242

VEHICLE INFORMATION:

2026 Kia Sorento Hybrid EX 4dr Front-Wheel Drive - US

Series ID: 7AH4245

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$37,917.00	$38,890.00
Total Options	$459.00	$495.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$39,871.00**	**$40,880.00**

SELECTED COLOR:

Exterior: SWP-Snow White Pearl

Interior: WK-Black w/SynTex Artificial Leather Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
PAINT	Monotone Paint Application	STD	STD
STDEN	Engine: 1.6L Turbo GDI 4-Cylinder	STD	STD
STDRD	Radio: AM/FM/SiriusXM Audio System	STD	STD
STDST	Heated Front Bucket Seats	STD	STD
STDTM	SynTex Artificial Leather Seat Trim	STD	STD
STDTN	Transmission: 6-Speed Automatic	STD	STD
STDTR	Tires: 235/55R19	STD	STD
STDWL	Wheels: 19" X 7.5J Machine-Finished Aero-Alloy	STD	STD
SWP_02	Snow White Pearl	$459.00	$495.00
WK_01	Black w/SynTex Artificial Leather Seat Trim	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: Smart Power Liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers
- Front Bumper Insert: metal-look front bumper insert
- Rear Bumper Insert: metal-look rear bumper insert
- Body Material: fully galvanized steel body material
- Grille: black w/chrome surround grille

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Console Ducts: console ducts
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls, Navigation-Based Smart Cruise Control-Ramp w/Stop & Go & Curve Control (NSCC-R) adaptive
- Trunk/Hatch/Door Remote Release: proximity cargo access remote release
- Fuel Remote Release: power fuel remote release
- Power Windows: power windows with driver 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: yes remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: Smart Key proximity key
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Remote Engine Start: keyfob remote start - yes
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
- Emergency SOS: 911 Connect emergency communication system
- Navigation System: navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: illuminated locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- radio AM/FM/HD/Satellite with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: Kia Connect internet access

1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:
Headlamp Type delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Front Fog Lights: front fog lights
Front Wipers: variable intermittent wipers
Rear Window wiper: rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Parking Distance Warning - Forward & Reverse (PDW-F&R) front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints
3rd Row Headrests: 2 power adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 7
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heateds
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
3rd Row Seat Type: fixed third row 50-50 split-bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: SynTex leatherette front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather steering wheel
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 227-hp, 1.6-liter I-4 (hybrid regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 10036240

Prepared For: MiraCosta Community College District
Cooke, Sunny

Date 06/04/2026
AE/AM DK/AN1

Price includes 5% contingency for actual model year purchase

Unit #
Year 2026 **Make** Ford **Model** F-150
Series XLT 4x2 SuperCrew Cab 5.5 ft. box 145 in. WB
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 457755

$ 64,762.36		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 887.62	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 676.00		Other: (See Page 2)
$ 6,543.84	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$878.12	*	Taxes
$ 58,894.52		Total Capitalized Amount (Delivered Price)
$ 981.59		Depreciation Reserve @ 1.6667%
$ 273.31		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 1,254.90		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Oxford White / Chrome Door Handles
Interior Color	Black w/Medium Dark Slate w/Cloth 40/20/40 Fr
Lic. Plate Type	Unknown
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit $0.00

$ 0.00 Physical Damage Management — Comp/Coll Deductible 0 / 0

$ 48.68 Full Maintenance Program[3] Contract Miles 29,500 — OverMileage Charge $ 0.0500 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included

$ 48.68	**Additional Services SubTotal**
$ 103.52	Tax 8.2500% **State** CA
$ 1,407.10	**Total Monthly Rental Including Additional Services**
$ -0.88	Reduced Book Value at 60 Months
$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 5,900
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE MiraCosta Community College District

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Other - Estimated Aftermarket - Pipe Racks	C	$ 1,500.00
Total Aftermarket Equipment Billed		$ 0.00
Total Aftermarket Equipment Capitalized		$ 1,500.00
Aftermarket Equipment Total		$ 1,500.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 250.00
Transport Dealer to AME	C	$ 150.00
Transport AME to Client	C	$ 1.00
Courtesy Delivery Fee	C	$ 275.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 676.00
Other Charges Total		$ 676.00

Open-End (Equity) Lease Rate Quote

Quote No: 10036240

VEHICLE INFORMATION:

2026 Ford F-150 XLT 4x2 SuperCrew Cab 5.5 ft. box 145 in. WB - US

Series ID: W3K

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$44,931.00	$48,055.00
Total Options	$14,591.00	$16,035.00
Destination Charge	$2,795.00	$2,795.00
Total Price	**$62,317.00**	**$66,885.00**

SELECTED COLOR:

Exterior: YZ / CHRHND-Oxford White / Chrome Door Handles

Interior: CS-Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
17C	Chrome Front & Rear Bumpers	Included	Included
303A	Equipment Group 303A High	$9,022.00	$9,915.00
360CAM	360 Degree Camera	Included	Included
425	50-State Emissions	Included	Included
44H	Transmission: Hybrid Electronic 10-Speed Automatic	NC	NC
50M	Mobile Office Package	Included	Included
63K	Cloth 40/Console/40 Front Seats	Included	Included
64L	Wheels: 20" Chrome-Like PVD	Included	Included
86B	XLT Chrome Appearance Package	Included	Included
99D	Engine: 3.5L PowerBoost Full-Hybrid V6	$5,569.00	$6,120.00
C	Cloth 40/20/40 Front Seat	Included	Included
CHRHND	Chrome Door Handles	Included	Included
CHRTIP	Chrome Single-Tip Exhaust	Included	Included
CONWRK	Console Worksurface	Included	Included
COPILT	Ford Co-Pilot360 Assist 2.0	Included	Included
CRUISE	Adaptive Cruise Control w/Stop & Go	Included	Included
CS_01	Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
DIMMIR	Auto-Dimming Rearview Mirror	Included	Included
DZTEMP	Dual-Zone Electronic Automatic Temperature Control	Included	Included
FCP1	Ford Connectivity Package (1-Year Included)	Included	Included
FCP1_	Ford Connectivity Package (1-Year Included)	Included	Included
GRILLE	Black Painted Mesh Grille w/Chrome Center Bar	Included	Included
HFRONT	Heated Front Seats	Included	Included
NONGV3	GVWR: 7,400 lbs Payload Package	Included	Included
NONRD	Radio: B&O Sound System by Bang & Olufsen	Included	Included
OUTLET	400W Pro Power Onboard (Cab & Bed)	Included	Included
PAINT	Monotone Paint Application	STD	STD
PPEDAL	Power-Adjustable Pedals	Included	Included
PRKSNS	Front Parking Sensors	Included	Included
PSHBUT	Intelligent Access w/Push Button Start	Included	Included
PWRMIR	Power Glass Heated Sideview Mirrors	Included	Included
REMOTE	Remote Start System w/Remote Tailgate Release	Included	Included
RRSTR	Partitioned Lockable Rear Storage	Included	Included
RWIND	Power-Sliding Rear Window	Included	Included

Open-End (Equity) Lease Rate Quote

Quote No: 10036240

CODE	DESCRIPTION	INVOICE	MSRP
STDRD	Radio: AM/FM Stereo w/SiriusXM 360L	Included	Included
STEPBR	6" Angular Bright Anodized Step Bar	Included	Included
SYNC	SYNC 4	Included	Included
T22	Tires: 275/60R20 BSW A/S	Included	Included
TOWTEC	Towing Technology	Included	Included
U	Cloth 40/Console/40 Front Seats	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
WRLESS	Wireless Charging	Included	Included
WRPSTR	Wrapped Steering Wheel	Included	Included
XL9	Electronic Locking w/3.55 Axle Ratio	Included	Included
YZ_02	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Side Steps: yes
- Door Handles: chrome
- Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Front License Plate Bracket: front license plate bracket
- Box Style: regular
- Integrated Storage: pickup integrated storage
- Body Material: aluminum body material
- : class IV trailering with harness, hitch
- Grille: black w/chrome accents grille
- Exhaust Tip: chrome tip exhaust

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Console Ducts: console ducts
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control with Stop-and-Go adaptive
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: yes remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: Intelligent Access proximity key
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Remote Engine Start: keyfob remote start - yes
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Adjustable Pedals: power adjustable pedals
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with locking box
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Rear Underseat Storage Tray: locking rear underseat storage tray
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet
- AC Power Outlet: 2 interior 120V AC power outlet

Entertainment Features:

- radio AM/FM/HD/Satellite with seek-scan
- Radio Data System: radio data system
- Amplifier: 640W amplifier

Digital Signal Processor: digital signal processor
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 8 B&O Sound System by Bang & Olufsen speakers
Internet Access: 5G Modem - Ford Connectivity Package internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Cornering Lights: cornering lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Rear Window: power rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Forward and Reverse Sensing System front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: digital clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heateds
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Cabback Insulator: cabback insulator
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents

Standard Engine:

Engine 430-hp, 3.5-liter V-6 (hybrid regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

MiraCosta Community College District Item Report

Item: VII.V.
Meeting Date: June 25, 2026

Subject:	Adopt Resolution No. 22-25/26 Authorize Procurement of Pathlock Security Software and Related Services
Category:	Consent Items
Institutional Goal Supported:	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. Resolution No 22-25-26 Pathlock 2. Pathlock Renewal 27Jul2026_26Jul2031

Background:

The Oracle PeopleSoft Campus Solutions Student Information System (SIS) serves as the district's system of record for student admissions, enrollment, registration, academic records, financial aid, and other core instructional and student services functions. The system supports daily operations across the district and contains sensitive student and employee information that requires appropriate security controls.

The district uses Pathlock to provide application-layer security controls that enhance PeopleSoft's native security capabilities. Pathlock supports single sign-on, access controls, data masking, security logging, and ERP firewall protections to safeguard confidential information and meet compliance and audit requirements.

The district implemented Pathlock in 2019 as part of its Oracle PeopleSoft environment. Pathlock has become an integral component of the district's information security architecture, providing visibility into system access and security-related activities while supporting secure, efficient access for faculty, staff, and administrators. Continued use of the platform is necessary to maintain system security, operational continuity, and uninterrupted access to mission-critical student information systems.

Status:

Public Contract Code section 3400(c)(2) permits a public agency to specify a particular product where it is necessary to match existing systems or maintain continuity of

service. District staff have determined that competitive bidding would be impractical and would not provide an economic advantage to the district because Pathlock has been integrated with the district's Oracle PeopleSoft Campus Solutions Student Information System since 2019, and replacing the existing platform would require substantial implementation effort, system reconfiguration, testing, staff training, and operational transition activities, resulting in significant additional cost and disruption to district operations. This finding is consistent with judicial precedent established in Meakin v. Steveland and Los Angeles Dredging Company v. Long Beach.

Administrative Procedure 6340 requires Board approval of contracts exceeding the statutory bid threshold. The proposed action requests adoption of Resolution No. 23-25/26 authorizing procurement of Pathlock security software and related services without competitive bidding and approval of a five-year agreement with Pathlock, Inc.

The district is negotiating a Software Subscription and Services Agreement with Pathlock, Inc. for software licensing, maintenance, technical support, updates, enhancements, and related services supporting the Oracle PeopleSoft Campus Solutions Student Information System. The proposed agreement term is July 27, 2026, through July 26, 2031. The agreement includes fixed annual price increases of three percent (3%) and has a total contract value of $238,067.23, exclusive of applicable taxes.

The multi-year pricing structure is expected to provide an estimated 13 percent cost savings compared to annual renewals, while providing budget predictability and protection from future price increases.

Annual costs are as follows:

Term	Cost
July 27, 2026 - July 26, 2027	$44,841.05
July 27, 2027 - July 26, 2028	$46,186.28
July 27, 2028 - July 26, 2029	$47,571.87
July 27, 2029 - July 26, 2030	$48,999.03
July 27, 2030 - July 26, 2031	$50,469.00
Grand Total	**$238,067.23**

Funds are budgeted within the Information Technology Services budget.

Recommended Action:

Adopt Resolution No. 22-25/26 authorizing the procurement of Pathlock security software and services without competitive bidding, and authorize the execution a five-year agreement with Pathlock, Inc. from July 27, 2026, through July 26, 2031, in an amount not to exceed $238,067.23, exclusive of applicable taxes.

MiraCosta Community College District

Resolution No. 22-25/26

Authorizing Procurement of Pathlock Security Software and Related Services

Whereas, the District implemented the Pathlock security platform in 2019 to support the Oracle PeopleSoft Campus Solutions Student Information System ("SIS"); and

Whereas, the Oracle PeopleSoft Campus Solutions Student Information System serves as the District's system of record for student admissions, enrollment, registration, academic records, financial aid, and other core instructional and student services functions; and

Whereas, the District utilizes Pathlock security software and related services to provide application-layer security controls, including single sign-on, access controls, data masking, security logging, and ERP firewall protections that support the security and integrity of the Student Information System; and

Whereas, the District continues to rely on Pathlock security software and related services to provide critical security, compliance, logging, and access management functionality supporting the Student Information System; and

Whereas, uninterrupted access to these services is essential to maintaining secure and reliable operation of the District's mission-critical student information systems; and

Whereas, the District is negotiating a Software Subscription and Services Agreement with Pathlock, Inc. for software licensing, maintenance, technical support, updates, enhancements, and related services for the proposed period of July 27, 2026, through July 26, 2031, with a total contract value not to exceed Two Hundred Thirty-Eight Thousand Sixty-Seven Dollars and Twenty-Three Cents ($238,067.23), exclusive of applicable taxes; and

Whereas, the proposed agreement includes fixed annual price increases of three percent (3%) and is expected to provide an estimated 13 percent cost savings compared to annual renewals while providing budget predictability and protection from future price increases; and

Whereas, replacing the existing platform would require substantial implementation effort, system reconfiguration, testing, staff training, and operational transition activities, resulting in significant additional cost and disruption to District operations; and

Whereas, Public Contract Code section 3400(c)(2) permits a public agency to specify a particular product where it is necessary to match existing systems or maintain continuity of service; and

Whereas, the District's continued use of Pathlock security software and related services is necessary to ensure compatibility with existing systems and continuity of operations; and

Whereas, California courts recognize exceptions to competitive bidding requirements where competitive bidding would be impractical and would not provide an economic advantage to the

public agency, including Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging Company v. Long Beach (1930) 210 Cal. 348; and

Whereas, Administrative Procedure 6340 requires Board approval of contracts exceeding the statutory bid threshold;

Now, therefore, be it resolved by the Board of Trustees of MiraCosta Community College District as follows:

Resolved, that the foregoing recitals are true and correct and are hereby incorporated into this Resolution by reference; and

Further resolved, that the Board finds that procurement of Pathlock security software and related services without competitive bidding is justified pursuant to Public Contract Code section 3400(c)(2), as competitive bidding would be impractical and would not provide an economic advantage to the District; and

Further resolved, that the Board approves the District's procurement of Pathlock security software and related services for the proposed term of July 27, 2026, through July 26, 2031, in an amount not to exceed $238,067.23, exclusive of applicable taxes; and

Further resolved, that the Board authorizes the assistant superintendent/vice president of administrative services to finalize negotiations and execute the Software Subscription and Services Agreement and any ancillary documents necessary to effectuate this procurement; and

Further resolved, that this Resolution shall take effect immediately upon its adoption.

Adopted, signed, and approved this 25th day of June, 2026.

BOARD OF TRUSTEES OF THE
MIRACOSTA COMMUNITY COLLEGE DISTRICT

By:_____
Frank Merchat,
President, Board of Trustees

Attest:

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

STATE OF CALIFORNIA)

)ss

SAN DIEGO COUNTY)

I, Sunita V. Cooke, Ph.D., do hereby certify that the foregoing is a true and correct copy of Resolution No. 22-25/26, which was duly adopted by the Board of Trustees of the MiraCosta Community College District at a meeting thereof held on the 25th day of June 2026, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By_____

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

pathlock

ORDER FORM

Company Address :	Pathlock Inc. , 1675 Larimer St. Suite 700, Denver CO 80202	Account Name :	MiraCosta College
Registered & Billing Address :	169 Madison Ave., #2246, New York, NY, 10016	Quote Number :	Q-14174
		Created Date :	Jun 1, 2026
		Expiration Date :	Jul 1, 2026
Prepared By :	Sales Ops Admin	Contact Name :	Jim Dorris
Email :	salesops@pathlock.com	Email :	jdorris@miracosta.edu
		Payment Terms :	30 Days
Bill To Name :	MiraCosta College	Ship To Name :	MiraCosta College
Bill To :	1 Barnard Drive, Oceanside, California, United States, 92056	Ship To :	1 Barnard Drive, Oceanside, California, United States, 92056

Year 1

ASP

Item Name	Net Price
PS - Security Platform	$44,841.05
PS - SSO	0
PS - Masking	0
PS - 2FA	0
PS - A360	0
PS - Logging	0
PS - IP Based Access Control	0
PS - Privileged Access	0
Total Net Price	**$44,841.05**

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Year 2

ASP

Item Name	Net Price
PS - Security Platform	$46,186.28
PS - SSO	0
PS - Masking	0
PS - 2FA	0
PS - A360	0
PS - Logging	0
PS - IP Based Access Control	0
PS - Privileged Access	0
Total Net Price	**$46,186.28**

Year 3

ASP

Item Name	Net Price
PS - Security Platform	$47,571.87
PS - SSO	0
PS - Masking	0
PS - 2FA	0
PS - A360	0
PS - Logging	0
PS - IP Based Access Control	0
PS - Privileged Access	0
Total Net Price	**$47,571.87**

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Year 4

ASP

Item Name	Net Price
PS - Security Platform	$48,999.03
PS - SSO	0
PS - Masking	0
PS - 2FA	0
PS - A360	0
PS - Logging	0
PS - IP Based Access Control	0
PS - Privileged Access	0
Total Net Price	**$48,999.03**

Year 5

ASP

Item Name	Net Price
PS - Security Platform	$50,469.00
PS - SSO	0
PS - Masking	0
PS - 2FA	0
PS - A360	0
PS - Logging	0
PS - IP Based Access Control	0
PS - Privileged Access	0
Total Net Price	**$50,469.00**

Totals Summary

Total Price for Year 1:	$44,841.05
Total Price for Year 2:	$46,186.28
Total Price for Year 3:	$47,571.87
Total Price for Year 4:	$48,999.03
Total Price for Year 5:	$50,469.00

The above pricing includes:

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- Annual subscription price includes License, support and maintenance fees, for the duration of the contracted term.
- One time implementation charges if applicable.
- Regular product updates and enhancements.

Please note that the initial setup and configuration of the modules, as well as the comprehensive training and onboarding for your staff, will be covered by a separate Statement of Work (SOW).

A Purchase Order (PO) is required.

PO Number: **TBC**
PO Amount: $238,067.23

- This Order Form is governed by Software License Agreement.
- All fees are exclusive of any applicable taxes.
- This Order Form is effective on the earlier of the date of signature below or the start date of the Subscription Services.
- **By signing this Order Form, I represent and warrant that the information provided is true and accurate and that I am authorized to sign on behalf of the customer.**

Total Contracted Months : 60

Total Contract Value : $238,067.23

Effective Date : Jul 27, 2026

Software Delivery Method : On-Prem (Customer Private Cloud or Physical Server)

Additional Information

5-Year Renewal at a Fixed 3% Year-Over-Year Increase.

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Pathlock, Inc.	MiraCosta College
Signature:	Signature:
Name: Damon Tompkins	Name:
Title: CEO	Title:
Date:	Date:

Note: This order form is confidential and intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete the original message.

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MiraCosta Community College District Item Report

Item: VII.W.
Meeting Date: June 25, 2026

Subject:	Authorize Palo Alto Networks Enterprise Agreement for Network Security Services
Category:	Consent Items
Institutional Goal Supported:	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. Palo Alto Agreement Q-289577

Background:

The district utilizes Palo Alto Networks firewall security equipment, software, and related services as a critical component of its cybersecurity infrastructure. These systems serve as the first line of defense for protecting institutional data, network resources, and technology systems from unauthorized access, malware, ransomware, and other cybersecurity threats.

Palo Alto Networks technologies are deployed throughout the district’s network environment to secure internet traffic, protect critical information systems, and support the safe delivery of instructional, administrative, and student services. Ongoing licensing, software subscriptions, technical support, and security updates are necessary to maintain effective protection against evolving cybersecurity threats and vulnerabilities.

Status:

California Public Contract Code section 20661 authorizes community college districts to acquire information technology products and services through competitively awarded contracts established by other public agencies. District staff have determined that the Foundation for California Community Colleges (FCCC) CollegeBuys Master Agreement No. 00004442 with CDW Government, LLC provides the lowest cost and best overall value for the district's Palo Alto Networks cybersecurity licensing, subscriptions, support, and maintenance requirements.

Information Technology Services (ITS) staff have identified the need to continue the district's Palo Alto Networks cybersecurity services and licensing subscriptions through participation in a three-year Palo Alto Networks Enterprise Agreement (EA). The Enterprise Agreement provides consolidated licensing, subscription services, technical support, and centralized management capabilities that strengthen the district's ability to detect, prevent, investigate, and respond to cybersecurity threats. The agreement also supports operational efficiencies through streamlined administration and ongoing compliance and security requirements.

The three-year agreement has a total list price of $781,293.80. By utilizing the FCCC CollegeBuys Master Agreement, the district will receive a negotiated discount of approximately $99,571.60, resulting in a total agreement cost of $681,722.20, a savings of approximately 12.7 percent from list pricing.

Fiscal Year	Amount
FY2026-27	$227,240.73
FY2027-28	$227,240.73
FY2028-29	$227,240.73
Total	**$681,722.20**

Funds for the software licensing subscriptions, technical support services, and maintenance agreements are budgeted within the District's technology budget.

Recommended Action:

Authorize the procurement of the Palo Alto Networks Enterprise Agreement from CDW Government, LLC, in accordance with the terms and conditions of the Foundation for California Community Colleges (FCCC) CollegeBuys Master Agreement No. 00004442, in an amount not to exceed $681,722.20.

Quote Confirmation

Cornel Ruston,

Thanks for choosing CDW. Review the details of Quote # 6B0B5HB and complete your purchase.

COMPLETE PURCHASE

Quote #	Created	Account #	PO#
6B0B5HB	05/13/2026	1969823	20260513

Account Manager Notes Credit of $99,571.60 competitively bid CDW contract Agreement No. 0000-4442
Cite PCC 20661

Product Details

LINE	ITEM	PRICE	QTY	ITEM TOTAL
1	PALO ALTO ELA 3Y MFG # PAN-ENT-GOV-ELA-3YR CDW # 8359646 Contract: ClgBuys-CSU Master Agmt #00004442 Catalog (#00004442)	$1.56	284924	**$444,481.44**
2	PALO ALTO ENT SUP AGREEMENT SCM 3Y MFG # PAN-ENT-GOV-ESA-SCM-PREM-3YR CDW # 9158350 Contract: ClgBuys-CSU Master Agmt #00004442 Catalog (#00004442)	$0.82	289318	**$237,240.76**
			Subtotal	$681,722.20
			Shipping	$0.00
			Contract Fee	$0.00
			Recycle Fee	$0.00
			Sales Tax	$0.00
			Product Total	**$681,722.20**

Delivery Details

Delivery Address
MIRACOSTA COMMUNITY COLLEGE DISTRICT
ACCTS PAYABLE
1 BARNARD DR , Oceanside, CA 92056-3899

Delivery Method
Electronic Drop Ship

Billing Details

Billing Address
ACCTS PAYABLE
1 BARNARD DR
Oceanside, CA 92056-3899
US

Payment Terms
NET 30 Days-Govt/Ed

Please remit payment to

CDW Government LLC
75 Remittance Dr Ste 1515
Chicago, IL 60675-1515

Need Help? Contact Your Account Manager
Rich Sakofsky
rich.sakofsky@cdwg.com

Help Center

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Terms and Conditions
This order is subject to CDW's Terms and Conditions of Sales and Service Projects found here.

1. Customer shall insert the following on its associated Purchase Order (PO):
"Quote # 6B0B5HB, dated May 13, 2026, with all terms and conditions, is hereby incorporated by reference in this PO. The PO and Quote shall supersede all previous Quotes for this opportunity. Any additional purchase order terms and conditions applicable to this PO shall apply only to Vendor or Contractor and not to the payment commitment to Dell Financial Services L.L.C. contained in the Quote. Customer will remit all Payments to P.O. BOX 5292, Carol Stream, IL 60197-5292."
2. This Quotation is a sale of goods and is not a services contract. Customer's purchase order must be received by CDW Government, LLC no later than 07/01/2026.
3. Acceptance of the products stated on this Quotation shall occur upon receipt.
4. Failure to make any one payment will require Customer to discontinue using all Software licenses and certify it has uninstalled and is no longer using the Software or related services on this Quotation. Early termination by Customer is only permitted in the event that fiscal funding is eliminated for the project with which the above products are associated. Furthermore, termination for lack of fiscal funding may only occur at the annual anniversary date of this Quotation. Customer agrees that continued use of this Software after declaring a non-appropriation will require Customer to continue to pay for the Software, so Customer does not violate the Takings Clause of the US Constitution and other applicable state and local laws.
5. The total purchase price for the items set forth above shall be payable in the following periodic payment installments (each a "Due Date" and each installment amount a "Payment") as outlined below. Payment must be received by the due date or interest will be assessed on the unpaid Payment at the rate of 1% per month. CDW GOVERNMENT, LLC assigns its rights to the Payments and any applicable late charge hereunder to Dell Financial Services L.L.C. ("DFS") and DFS may invoice Customer for the Payments, and Customer shall make Payments to DFS in accordance with these provisions. All Payments shall be made to Dell Financial Services L.L.C., PAYMENT PROCESSING CENTER, P.O. BOX 5292 Carol Stream, IL 60197-5292.
6. Customer agrees that notwithstanding anything in the Agreements, DFS and its successors and assignees may at any time and without notice further assign the Payment, in whole or in part.

Payment Amount	Payment Due Date
$227,240.74	07/01/2026
$227,240.73	07/01/2027
$227,240.73	07/01/2028

MiraCosta Community College District Item Report

Item: VII.X.
Meeting Date: June 25, 2026

Subject:	Approve Annual United States Postal Service Usage and Cost
Category:	Consent Items
Institutional Goal Supported:	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	None

Background:

The United States Postal Service (USPS) provides essential mailing services that support the district's communication with students, employees, community members, and other stakeholders. To facilitate the efficient distribution of publications, notices, outreach materials, and other official communications, the district maintains prepaid USPS bulk mail and business reply mail accounts.

Status:

Pursuant to Administrative Procedure 6340, contracts and purchases exceeding the current Public Contract Code formal bid threshold require prior board approval. Since the estimated amount needed for Fiscal Year 2026/27 exceeds the bid threshold, this transaction is being presented to the board for approval.

The United States Postal Service is the sole provider of federal postal services; therefore, competitive bidding is not applicable to this purchase.

District staff have determined that an estimated $342,000 will be needed for Bulk Mail Services and $8,000 for Business Reply Mail Services, for a total estimated annual expenditure not to exceed $350,000.

Funds have been identified within the operating budgets of Purchasing and Material Management in the amount of $255,000, Community Education and Workforce Development in the amount of $85,000, and the MiraCosta College Foundation in the amount of $10,000.

Recommended Action:

Approve estimated annual purchase of United States Postal Service mailing services in an amount not to exceed $350,000.

MiraCosta Community College District Item Report

Item: VII.Y.
Meeting Date: June 25, 2026

Subject:	Approve Award of RFP #07-26 for Move Management Services
Category:	Consent Items
Institutional Goal Supported:	Goal 4 Goal 3 Goal 2 Goal 1
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. RFP 07-26 Move Management Services Bid Documents 2. SolicitationSummary140778 3. RFP 07-26 Move Management Services Agreement - Elite 4. Elite - Complete Proposal 5. RFP 07-26 Move Management Services Agreement - Penn 6. Penn - Complete Proposal 7. RFP 07-26 Move Management Services Agreement - Sullivan 8. Sullivan - Complete Proposal

Background:

The district periodically requires move management services to support office relocations, instructional program moves, technology deployments, facility renovations, and other operational projects. These services include move planning, coordination, logistics management, inventory tracking, relocation oversight, and post-move support to ensure efficient transitions with minimal disruption to district operations.

In 2023, the district established a pool of qualified firms to provide move management services on an as-needed basis. As those agreements approach expiration, the district identified the need to expand the scope of services to include both traditional physical move services and Information Technology Services (ITS) Smart Hands move support. Smart Hands services include the physical relocation, deployment, disconnection, reconnection, and setup of technology equipment associated with office, classroom, and departmental moves.

To continue providing these services, the district issued Request for Proposals (RFP) No. 07-26 for Move Management Services. The intent of the solicitation was to establish a three-year master bench of qualified firms capable of providing physical move management and ITS Smart Hands move services on a project-by-project basis as district needs arise. Establishing a master bench of qualified firms provides the district with flexibility to assign projects based on scope, expertise, scheduling, and resource availability while maintaining access to qualified service providers throughout the term of the agreements.

Status:

The district issued RFP No. 07-26 for Move Management Services. The solicitation was publicly advertised through the PlanetBids electronic procurement system and distributed to 114 prospective vendors. By the proposal due date, five proposals were received. One proposal was determined to be non-responsive and was removed from further consideration.

An evaluation committee comprised of representatives from the Facilities department, Information Technology Services (ITS), and the Purchasing department conducted a comprehensive review and evaluation of the responsive proposals submitted by Elite Relocation Services, NCS Moving Services, Sullivan Moving & Storage, and Penn Corporate Relocation Services. Proposals were evaluated in accordance with the criteria established in the RFP, including firm qualifications, relevant experience, project approach, capacity, and ability to provide responsive services to the district.

Following completion of the evaluation process, the committee determined that Elite Relocation Services, NCS Moving Services, and Penn Corporate Relocation Services provided the best overall value and demonstrated the qualifications necessary to support the district's physical move management and ITS Smart Hands move service requirements. The evaluation committee recommends establishing a master bench of qualified firms consisting of Elite Relocation Services, NCS Moving Services, and Penn Corporate Relocation Services for a three-year term beginning July 1, 2026, through June 30, 2029.

The resulting agreements include a cooperative purchasing provision that permits public agencies within San Diego County to utilize the awarded contracts, subject to each agency's independent procurement requirements and approvals. Similar provisions included in prior district move management solicitations have been utilized by other public agencies within the region.

Funding for services will be identified and charged to the appropriate project, department, capital improvement, bond, or operating budget at the time services are authorized.

Recommended Action:

Award RFP No. 07-26 and approve the establishment of a master bench of qualified firms consisting of Elite Relocation Services, NCS Moving Services, and Penn Corporate Relocation Services to provide as-needed physical move management and ITS Smart Hands move services for the term July 1, 2026, through June 30, 2029, and authorize execution of agreements and project-specific service authorizations in accordance with district procedures.

REQUEST FOR RFP
FOR
Move Management Services
RFP 07-26

DEADLINE TIME/DATE FOR
SUBMISSION OF ELECTRONIC-BID PROPOSALS
11:00 AM
Friday, May 01, 2026

VIA BID PORTAL:
District's PlanetBids portal on the District's webpage: https://miracosta.edu/districtbids OR
https://pbsystem.planetbids.com/portal/47167/portal-home

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I. NOTICE TO BIDDERS

Notice is hereby given that MiraCosta Community College District, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than the date and time referenced under Section II – Dates and Timeframes, **ELECTRONIC** bid proposals for the Contract for the work generally described as:

RFP 07-26, Move Management Services

Bid and Contract Documents are available online on the District's PlanetBids portal on the District's webpage: https://miracosta.edu/districtbids OR https://pbsystem.planetbids.com/portal/47167/portal-home. Bidders must be registered with PlanetBids to view and download the documents. There is no registration charge to sign up. Any and all Bid Addenda will be posted on this webpage. It shall be Bidder's sole responsibility to conduct periodic checks of this webpage to identify and download any Addenda.

Each submittal must conform and be responsive to this Notice. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. Incomplete, inaccurate, or untrue responses or information provided therein by a bidder shall be grounds for the District to reject such submissions for non-responsiveness.

Pre-bid inquiries requests shall be submitted electronically to the "Q&A" section of the District's PlanetBids Proposer Portal where the RFP was downloaded. To ensure effective handling of inquiries, Bidders must submit them one at a time rather than bundling them together. This approach allows for more focused and efficient responses. Responses from the District will be communicated via the PlanetBids Proposer Portal by the date listed in Section II-Date and Timeframes. Inquiries submitted after the latest date and time for submitting Pre-Bid Inquiries set forth in Section II-Dates and Timeframes will not be accepted, or the District will not respond to late Pre-Bid Inquiries.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

Kim Simonds
Purchasing Supervisor
Purchasing Department

Publication Dates:
1st: April 10, 2026
2nd: April 17, 2026

II. DATES AND TIMEFRAMES

ACTIVITY	DATE & TIME (PST)*
Bid Advertisement Dates	1st: April 10, 2026 2nd: April 17, 2026
DEADLINE FOR PRE-BID INQUIRIES	Submit via PlanetBids by: April 21, 2026 before 4:00 p.m.
DEADLINE FOR RESPONSE TO PRE-BID INQUIRIES	Uploaded to PlanetBids by: April 24, 2026 before 6:00 p.m.
DEADLINE TIME/DATE FOR SUBMISSION OF BID PROPOSALS	**May 4, 2026 by 11:00 a.m.** **MUST SUBMIT ELECTRONICALLY**
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	District's PlanetBids Proposer Portal at: https://miracosta.edu/districtbids OR https://pbsystem.planetbids.com/portal/47167/portal-home
Interviews (optional)	To be Determined
Anticipated Board Approval	June 2026

III. BACKGROUND

For over 90 years, MiraCosta College has been transforming lives and strengthening communities through education in North San Diego County. Established in 1934, the College has grown from a small local institution into a comprehensive community college serving a diverse and dynamic population of approximately 525,000 residents across the District. With a mission centered on educational access, equity, and lifelong learning, MiraCosta College empowers students to achieve their academic, professional, and personal goals.

The MiraCosta Community College District encompasses approximately 130 square miles, including the communities of Oceanside, Carlsbad, Encinitas, Solana Beach, Del Mar, and Rancho Santa Fe. To meet the wide-ranging needs of its students and region, the College operates four primary locations:

1. Oceanside Campus – Established in 1964 at 1 Barnard Drive, the Oceanside Campus is the College's largest location and offers the majority of credit courses, including general education requirements for associate degrees, certificates, and transfer. Students also benefit from robust student services, cultural activities, and athletic programs.
2. San Elijo Campus – Opened in 1988 at 3333 Manchester Avenue in Cardiff, the San Elijo Campus provides a welcoming, student-centered environment. The campus primarily serves transfer-bound students and high school students in dual enrollment, with a strong focus on general education courses.
3. Community Learning Center (CLC) – Located at 1831 Mission Avenue in Oceanside and opened in 2000, the CLC offers comprehensive noncredit programs. These include adult education, high school diploma and GED preparation, English as a Second Language (ESL), citizenship, and specialized courses for older adults and individuals with disabilities.
4. Technology Career Institute (TCI) – Established in Carlsbad at 2075 Las Palmas Drive, TCI delivers advanced technical training aligned with regional workforce needs. In partnership with industry leaders, the institute offers accelerated programs in high-demand fields such as advanced manufacturing, engineering, and biomanufacturing, ensuring students can transition efficiently from education to employment.

Together, these campuses and centers reflect MiraCosta College's commitment to serving the diverse needs of its communities and preparing students for success in an ever-changing world. For more information, visit miracosta.edu.

IV. PURPOSE

The District is seeking to establish a pool of qualified contractors to provide comprehensive move management services on an as-needed basis across a variety of project types and operational needs.

Services may include large-scale relocations associated with major projects, as well as smaller operational moves, departmental relocations, and facility adjustments. Projects may vary in size, scope, and complexity, and may be managed either through District staff or in coordination with project management teams, depending on the nature of the work.

The Scope of Work includes both physical move services and ITS (Information Technology Services) Smart Hands services. Physical move services include the relocation of furniture, equipment, and other District assets. ITS Smart Hands services include the disconnection, relocation support, and reconnection of workstation technology and related equipment to support functional, organized, and professionally prepared workspaces.

The intent of this Request for Proposals (RFP) is to award agreements to multiple qualified firms to establish a master bench of contractors that the District may utilize for upcoming projects. Work will be assigned on a project-by-project basis through Project Assignment Amendments (PAAs), which will define the specific scope, schedule, and requirements for each project.

Projects may include physical move services, ITS Smart Hands services, or a combination of both. Proposers may submit proposals for one or both service categories.

All Proposers shall comply with applicable regulatory requirements, including DIR registration and prevailing wage where applicable, and shall coordinate with District staff, ITS, Facilities, and other project stakeholders as required.

Objectives of the RFP

By this RFP, the District will evaluate the qualifications of firms, their proposed personnel, and their pricing to provide move management services. Specifically, the District intends to:

1. Establish a Master Bench: Award agreements to multiple qualified firms for a term of three (3) years to create a pool of contractors capable of supporting District move needs.
2. Verify Technical Competency: Evaluate firms on their ability to perform both physical move services and ITS (Information Technology Services) Smart Hands services, including coordination, execution, and technical support capabilities.
3. Standardize Pricing: Establish a transparent and consistent rate structure for labor classifications, including but not limited to Project Managers, skilled labor, general labor, and technical staff, as well as pricing for materials and related services.
4. Authorize Work via Project Assignment Amendments (PAA): Utilize PAAs to define and authorize project-specific scope, schedule, and requirements, ensuring a flexible and scalable approach to delivering services across a variety of project types.

V. PREPARATION OF PROPOSAL

ELECTRONIC Proposals must be received by, but no later than the date and time referenced under Section II-Dates and Timeframes. The Bid and Contract Documents are available online on the District's PlanetBids portal on the District's webpage: https://miracosta.edu/districtbids OR https://pbsystem.planetbids.com/portal/47167/portal-home. Bidders must be registered with PlanetBids to view and download the documents. There is no registration charge to sign up. Any and all Bid Addenda will be issued the District's PlanetBids portal. It shall be Bidder's sole responsibility to conduct periodic checks of the PlanetBids portal to identify and download any Addenda. Incomplete, inaccurate, or untrue responses or information provided therein by a bidder shall be grounds for the District to reject such submissions for non-responsiveness. In the event this RFP is obtained through any means other than the District's PlanetBids portal, the District will not be responsible for the completeness, accuracy, or

timeliness of the final RFP document. Should there be any questions as to changes to the content of this document, the District's PlanetBids portal documents shall prevail.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. Pre-bid inquiries requests shall be submitted electronically to the "Q&A" section of the District's PlanetBids Proposer Portal by the deadline referenced in Section II-Dates and Timeframes. See Pre-Bid Inquiries Section for instructions. Inquiries after the date and time stated above will not be accepted. Responses from the District will be communicated via the PlanetBids Proposer Portal system to all recipients of this RFP.

VI. EVALUATION OF PROPOSAL AND AWARD

The District will award the contract to a responsive and responsible Proposer whose proposal is most advantageous to the District. In accordance with District AP6430, the contract will be awarded based upon a "best value" evaluation. Criteria used include, but are not limited to, the following:

- **Responsiveness.** Responsiveness of the Proposal clearly states the Proposer's practice areas and services in meeting the requirements of the RFP, including a clear identification of the Proposer's ability to perform Move Project Management, Physical Move Services, ITS Smart Hands Services, or any combination thereof.
- **Experience/Ability.** The extent of the Proposer's previous experience working with institutions of higher education, specifically with California Community Colleges, including experience with complex or specialized environments.
- **References.** Information obtained by the District from the Proposer's provided references and other clients.
- **Project Approach and Workplan.** The Proposer's demonstrated understanding of the District's needs, including approach to move planning, coordination, quality control, and issue resolution.
- **Proposed Pricing.** The Proposer's proposed fees for Move Services, including detailed fee schedules for different classifications of personnel necessary to complete Move Services and a detailed explanation of billing practices.
- **Proximity and Availability.** Proposer's location and ability to respond to District needs in a timely manner.
- **Other Financial Benefits.** Proposer's proposal on commissions, sponsorship funds, rebates, donations and/or other funding.

Evaluation Criteria	Maximum Score
Move Personnel Skills, Knowledge, and Experience	18
ITS Smart Hands Technical Skills, Knowledge and Experience	18
Move Planning/Management Personnel Skills, Knowledge, and Experience	15
Workplan Development and Workplan Standards/Quality Control	12
Responsive to RFQ/P/P Requirements	10
Proposed Pricing for all categories	10
Specialty Equipment Moving Services Experience	7
Proposer's Services Proximity to Oceanside, California	5
Sustainable Move Practices	3
Other Financial Benefits	2
Maximum Score	**100**

Under the District's best value evaluation method, the Proposer with the lowest rates may not be awarded this contract. Responsive Proposers may be invited to participate in interviews to assist the District in its evaluation.

The District reserves the right to evaluate the competency and responsibility of all Proposers and to assess each Proposer's ability to perform the requirements of the contract. The contract will be awarded to a firm that, in the District's judgment, is best able to provide the quality of service required and intended by these specifications.

The District reserves the right to negotiate with Proposers and to request best and final offers (BAFO) from selected Proposers as deemed appropriate in its sole discretion.

Optional Proposal Interviews. It may also be necessary, at the discretion of the District, to conduct individual interviews with one or more of the Bidders who submitted Proposals. The Bidders will be notified of the time and exact location in advance of any interview. The purpose of this interview is to confirm information provided in Proposal submitted by the Bidders. This will also be another opportunity for the section committee to request additional clarifications. In these interviews, the Bidder may expand on the information provided in its key personnel present as the primary representatives during this process.

Cancellation of Solicitation. The District may cancel this solicitation at any time.

Modifications to Submitted Proposal. A Bidder may modify its proposal it has already submitted any time PRIOR to the time/date deadline for submission of proposals. Modifications to a proposal must be made thru the District's PlanetBids Proposer Portal referenced under the General Terms and Conditions of this document. Proposer must re-submit its proposal as directed on the PlanetBids Proposer Portal. All proposals must show the status of "Submitted".

Award of Move Services Agreement(s). The District will award Move Services Agreement(s) to the Proposer(s) determined to be responsive, responsible, and most advantageous to the District based on a best value evaluation. A responsive Proposer is one whose proposal meets the terms, conditions, requirements, and specifications of this RFP. A responsible Proposer is one who demonstrates the capability to successfully perform the contract, including evidence of a history of compliant contract performance and sound business practices. The District reserves the right to inspect the facilities, service areas, and business practices of any Proposer prior to award to assess the Proposer's ability to perform under the terms of this RFP. The District also reserves the right to conduct such inspections at any time during the term of the contract.

Notice of Intent to Award Contract. Within thirty (30) calendar days following the bid closure, the District intends to issue a Notice of Intent to Award Contract, identifying the name of the selected Bidder to whom the District intends to award the contract and the date of the District's Board of Trustees meeting at which the Board will entertain a motion for award of the contract. Such Notice will be emailed via the District's PlanetBids bid management portal to Bidders submitting a proposal. The District may, at its sole and exclusive discretion, elect to shorten or extend the time for its issuance of the Notice of Intent to Award Contract.

Execution of the Move Services Agreement. The selected Proposer(s) shall execute the Move Services Agreement with the District within five (5) working days following approval by the Board of Trustees. Notice of Award will be issued to the successful Proposer(s) via the District's PlanetBids portal. The Move Services Master Services Agreement shall be in the form adopted by the District and included in this RFP.

The Proposer(s) awarded a Move Services Agreement shall warrant that they possess, or have secured through subcontractors, all necessary equipment, labor, and materials required to perform and complete the Scope of Work, including Move Management, Physical Move Services, and ITS Smart Hands services, as applicable. All services shall be performed in compliance with applicable federal, state, county, and local laws, as well as District policies, procedures, and regulations.

Failure to Enter into Contract. If, upon Notice to Award by the District, the Bidder fails to enter into the Agreement within the specified time period, the pending award will be deemed rescinded. Thereafter, at the sole discretion of the District, award of the contract may be made to another Bidder.

VII. GENERAL TERMS AND CONDITIONS

Agreement. The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP (Attachment 1) and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order (if applicable). All of the above documents are intended to be consistent and be complementary. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and noted on the Agreement to Terms and Conditions document and submitted at the time of Proposal. No additional terms and conditions will be accepted following receipt of Proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process. The winning Bidder's Proposal and all documents submitted will be incorporated into the District's Agreement.

Conflict of Interest/Restrictions on Lobbying and Contacts. For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the Bidder.

Limitations and District Rights. The District makes no representation that issuance of this RFP or participation in the RFP process will lead to an award of the Contract. The District reserves the right to modify this RFP, the documents accompanying this RFP or requirements relating to the RFP by issuance of Addenda to this RFP. The District may waive minor irregularities in a Proposal or submission of a Proposal.

Negotiations. The District expressly reserves the right to conduct negotiations and discussions with Bidders submitting responsive Proposals. Such negotiations and discussions, if conducted by the District shall be conducted fairly and impartially. To ensure fair and impartial negotiations and discussions, the following procedures will be implemented: (i) Bidders timely submitting a responsive Proposal will be invited to participate in negotiations/discussions at the District's discretion; (ii) the order of negotiations/discussions with Bidders will be randomly selected by the District; and (iii) each Bidder must have present at the scheduled date/time of its negotiation/discussion with the District, its principals or others with full and complete authority to bind the Bidder.

Preparation Expenses. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.

Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract, all Bid Proposals and other documents submitted in response to the RFP become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1) and information provided in response to the RFP. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of

such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

Pre-Bid Inquiries. Bidders may submit and are solely and exclusively responsible for submitting pre-bid inquiries or clarification requests before the latest date for submittal of Proposals as referenced in Section II-Dates and Timelines listed above. Pre-bid inquiries or clarification requests shall be submitted electronically to the "Q&A" section of the District's eBid system, where the Bid was downloaded. To ensure effective handling of inquiries, Bidders must submit them one at a time rather than bundling them together. This approach allows for more focused and efficient responses. Responses and/or Addenda from the District will be posted on the District's PlanetBids Proposer portal, noted on the Call for Bids. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. Inquiries after the date and time stated above will not be accepted.

Modifications to RFP; Addenda. The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of Proposals, including without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing in the form of an Addenda posted to the District's PlanetBids portal.

No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Proposer shall rely on any oral clarification or modification to the RFP.

Errors/Discrepancies/Clarifications to RFP. If a Proposer: (i) encounters errors or discrepancies in this RFP or portions hereof; or (ii) seeks clarification of any portion of the RFP, the Proposer shall immediately notify the District via the District's PlanetBids portal. Responses of the District to the notice of any errors or discrepancies herein, or a clarification, will be in writing; if in the sole judgment of the District, any clarification response affects the RFP or other Proposers, the District will issue the clarification response by a written addendum posted to the District's PlanetBids portal. All requests for clarification of this RFP must be submitted through the District's PlanetBids portal prior to the latest date/time for submitting RFP clarification requests as set forth in this RFP. The District will not respond to clarification requests submitted thereafter.

Duration of Proposals. Proposals shall remain firm for one hundred twenty (120) days after the date of the District's opening of Proposals. If the District's Board of Trustees has not taken action to award the Move Services Agreement prior to expiration of the one hundred twenty (120) days that pricing proposals are to remain firm, the District may, in its sole and exclusive discretion, request that Proposers hold their respective pricing proposals firm for an additional maximum one hundred twenty (120) day period. In such event, only those Proposers who affirmatively and unequivocally committed in writing to holding firm their respective pricing proposals will be further considered for award of the Move Services Agreement; the Proposal of Proposers who do not so affirmatively and unequivocally commit in writing to hold firm pricing proposals will be thereupon be deemed non-responsive and not further considered.

Bid Protest. Any Proposer submitting a Proposal to the District may file a protest of the District's intent to award the Move Services Agreement provided that each and all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District's Vice President, Administrative Services not more

than three (3) calendar days following the date of issuance of the District's Notice of Intent to Award the Move Services Agreement; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Vice President, Administrative Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. The District's Vice President, Administrative Services or other individual designated by him/her shall provide the Proposer submitting the bid protest with a written statement concurring with or denying the bid protest. Action of the District's Vice President, Administrative Services is final and not subject to review, reconsideration or appeal to any other employee or officer of the District or the District's Board of Trustees. The rendition of a written statement by the District's Vice President, Administrative Services (or his/her designee) addressing disposition of the bid protest is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Move Services Agreement, the District's disposition of any bid protest or the District's decision to reject all Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

Award of Move Services Agreement(s). Authority to award the Move Services Agreement(s) is vested solely in the District's Board of Trustees. Award of the Move Services Agreement(s) will be considered in an open public meeting of the Board of Trustees conducted in accordance with applicable law.

VIII. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The Proposer shall provide all labor, materials, equipment, and supervision necessary to perform move services as described in this Scope of Work. Services shall be performed on an as-needed basis and authorized through Project Assignment Amendments (PAAs), which will define the specific service requirements for each task. All services shall be performed in a professional, coordinated, and workmanlike manner consistent with industry best practices and in accordance with District standards, project requirements, and applicable safety regulations. Projects may include, but are not limited to, the relocation of specialized, sensitive, or program-specific equipment across a variety of instructional and operational environments. Specific requirements for such equipment will be defined in the applicable Project Assignment Amendment (PAA). The Proposer shall perform such services only within their qualifications and in coordination with District staff. The Proposer shall not make assumptions regarding scope, responsibilities, or project conditions and shall seek clarification from the District Project Lead when direction is unclear. Failure to do so shall not relieve the Proposer of responsibility for completing all required services.

Project Roles and Responsibilities: For the purposes of this Scope of Work, the following roles are defined:

- District Project Lead: The District Project Lead shall serve as the primary point of contact and decision-making authority for all project-related activities.
- District ITS Point of Contact: The District ITS Point of Contact shall be designated for each project and will provide technical support and issue resolution for IT-related matters.
- Proposer Project Manager: The Proposer Project Manager shall be responsible for coordinating all Proposer personnel and ensuring compliance with all project requirements.

Integration of Service Requirements (Physical + Technical): The Proposer shall coordinate integrated service delivery as applicable to each Project Assignment Amendment (PAA), including, but not limited to, the following:

- Perform only the services identified in each PAA.
- Coordinate all activities under the direction of the District Project Lead.
- When both services are assigned, serve as the single point of coordination.
- Services may include physical only, technical only, or both.
- Maintain a single project issue log covering both operational and technical issues and submit to the District Project Lead at project completion.

I. Move Planning/Management and Physical Move Services

The Proposer shall provide comprehensive relocation management and physical move services designed to ensure the safe, efficient, and organized transfer of District assets. The Proposer shall perform duties including, but not limited to, the following:

Project Management and Coordination

The Proposer shall provide project management and coordination services including, but not limited to, the following:

- Designate a Proposer Project Manager responsible for all phases of the move, including on-site oversight during execution.
- Serve as the primary liaison between Proposer personnel and the District Project Lead.
- Coordinate all activities with District representatives under the direction of the District Project Lead.
- Develop and maintain a detailed move schedule.
- Develop and implement strategies to proactively address issues before, during, and after moves.

Pre-Move Planning and Site Preparation

- Conduct a pre-move walkthrough in advance of move activities, with timing appropriate to the size and complexity of the project. The timing shall be coordinated with and approved by the District Project Lead

and reflected in the project schedule. The walkthrough shall verify access, security requirements, Facilities coordination needs, IT requirements, and general site conditions.

- Coordinate with Facilities staff, as directed by the District Project Lead, to verify building access, staging areas, elevator usage, loading zones, and site-specific constraints.
- Verify that destination spaces are ready for occupancy, including furniture installation and clear access.
- Report deficiencies to the District Project Lead
- The Proposer shall coordinate with the District Project Lead regarding access to secured areas, including keys, badges, or escort requirements, and shall comply with all District access control procedures.
- The Proposer shall provide all move labels and packing materials required for each project, including, but not limited to, boxes, labels, and all other necessary materials required to support packing, protection, and relocation of items. The Proposer shall coordinate with the District Project Lead regarding labeling format, distribution, and instructions to occupants.
- The District reserves the right to purchase boxes, packing materials, and related supplies from the Proposer for District use outside of specific move projects. The Proposer shall provide pricing for such materials as part of the cost proposal and furnish materials upon request.
- Provide written move instructions to occupants a minimum of two (2) weeks prior to move date.
- Develop, implement, and maintain appropriate wayfinding to support efficient move execution, including clear identification of origin and destination locations. Wayfinding may include signage, labeling, maps, or other visual aids as necessary. All temporary wayfinding materials shall be removed upon completion of move activities.

Packing Services and Materials

- Provide packing recommendations across all space types, including but not limited to private offices, workstations, science labs, classrooms, computer labs, athletic spaces, children's spaces, healthcare spaces, libraries, and shared spaces.
- Develop and distribute packing guidance materials, which may include written instructions, videos, or other digital resources.
- Deliver appropriate packing and moving materials in accordance with project timelines.

Move Execution and Handling Standards

- Install and maintain protection for building elements.
- Ensure all personnel are uniformed and professional.
- Coordinate handling to minimize unnecessary movement. Multi-phase or swing space moves may require multiple handling and rehandling of items as directed by the District Project Lead.
- Utilize only designated staging areas as identified by the District Project Lead. Do not stage items in unauthorized or unsafe locations.
- Perform all move activities in accordance with District requirements related to building access, operational hours, safety protocols, and coordination of shared resources such as elevators.
- Coordinate furniture installation or reconfiguration as directed. Do not modify furniture systems unless authorized.
- Exercise additional care when working in specialized or sensitive environments, including laboratories, healthcare spaces, and instructional areas .
- Take appropriate measures to protect items from environmental conditions during all phases of the move.
- The Proposer may be required to move specialized equipment. Requirements shall be defined in the applicable PAA.
- The Proposer shall maintain control and accountability of all items from origin through final placement at the destination.

Placement and Installation

- Ensure all items are delivered and placed correctly in accordance with the approved move plan and labeling system.
- Ensure items are clean, aligned, leveled, and positioned for a professional, user-ready workspace.

Post-Move Support and Closeout

- Address adjustments, misplaced items, unresolved issues, and relocation or disposition of remaining or abandoned items as directed by the District Project Lead.
- Coordinate with the District Project Lead to complete final walkthrough adjustments.
- Coordinate with the District's designated surplus representative for handling surplus items.
- Ensure all packing materials, labels, debris, and temporary materials are fully removed.
- Remove or clean up temporary labels, tags, or markings used during the move .
- Leave spaces clean and ready for use.
- Completion of services is subject to review and acceptance by the District Project Lead.

Documentation and Reporting

- Provide daily time records for all personnel.
- Maintain an issue log documenting operational issues, actions taken, and resolution status.
- Submit the issue log to the District Project Lead upon completion of each project.
- Any damage to District property or facilities shall be reported immediately and documented in the issue log.
- Perform work during standard District hours unless otherwise approved.

II. ITS Smart Hands Technical Services

ITS Smart Hands Technical Services shall be performed only when specifically authorized by a Project Assignment Amendment (PAA). The Proposer shall provide ITS Smart Hands services designed to ensure the efficient, organized, and accurate disconnection, relocation support, and reconnection of District technology assets.

The Proposer shall perform ITS Smart Hands services including, but not limited to, the following:

Technical Scope Boundaries and Responsibilities

- Services are limited to physical installation and connectivity verification.
- Confirm that power is on and network connectivity is active. If connectivity is not active, coordinate with the District ITS Point of Contact.
- Proposer personnel shall not log into any District systems or devices.
- Proposer shall not perform system configuration, software installation, or network modifications unless explicitly authorized.
- Services include all workstation technology, including but not limited to computers, monitors, docking stations, scanners, printers, and VoIP phones.
- Services may include support for specialized equipment as identified in the PAA, within the Proposer's qualifications.

Definition of a Fully Functional Workstation

- Equipment is installed in the correct location.
- Cables are connected, routed, and properly dressed.
- Devices power on.
- Network connection is active.
- Workstation is ready for user login.
- Equipment is oriented and positioned for normal user operation.
- If the system does not function as expected after user login, troubleshooting shall be the responsibility of District ITS.

Disconnect, Transport, and Reconnection Standards

- Power down systems in accordance with District protocols.
- Label and organize cables.
- Transport equipment using appropriate protection.
- Reinstall equipment in accordance with approved layouts.
- All cables shall be properly routed, organized, and secured to provide a clean, professional, and safe workstation setup.
- The Proposer shall provide all necessary materials for cable management, including but not limited to Velcro ties, cable sleeves, raceways, and clips.
- Excessive or improper use of zip ties without proper organization is not acceptable.
- Cables shall be routed to avoid tripping hazards and interference with normal workspace use.

Basic Troubleshooting and Escalation

- Perform basic checks for power, cable connections, and network status.
- Escalate unresolved issues to the designated District ITS Point of Contact for the project.
- Use project-specific contact information provided by the District.
- Do not perform system-level troubleshooting or diagnostics.
- Document all escalated issues in the project issue log.

Asset Tracking, Inventory, and Placement Verification

- Conduct a complete inventory of each workstation prior to the move.
- Track all equipment to its designated destination.
- Verify that all items are installed in the correct location.
- Reconcile inventory between origin and destination.
- Maintain documentation and provide records upon request.
- In the event of missing equipment, provide documentation of pre-move inventory and post-move verification.

Data Security and Access Restrictions

- Proposer personnel shall not access or interact with District data.
- No login to systems is permitted.
- No work shall be performed on servers or network infrastructure.
- Services are limited to physical handling and setup of equipment.

Site Readiness for IT Installation

- Data connections are active and available.
- Power is available and functioning.
- Furniture is installed and positioned.
- Monitor arms are installed where required.
- The Proposer shall escalate any readiness issues to the District Project Lead and shall not proceed in incomplete spaces unless directed.

Field Coordination and Change Management

- Coordinate all changes through the District Project Lead.
- Notify the District Project Lead of any needed changes and obtain direction prior to proceeding.
- Do not implement changes without approval.
- Follow direction provided by the District Project Lead.

END OF SECTION

IX. BIDDER INSTRUCTIONS

1) Preparation and Submittal of Bid Proposal: All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on forms not issued by the District are non-responsive and will be rejected.

1.1. Electronic Bid Proposal Submittal. All bids shall be submitted before date/time set forth in the Notice to Qualified Bidders via the District's PlanetBids Proposer portal. Bid Proposals which are not submitted through the PlanetBids portal are non-responsive and will be rejected. The District is not responsible for or liable to Bidders for: (i) inaccessibility of the PlanetBids portal; or (ii) untimely, incomplete or inaccurate data submitted through the PlanetBids portal. Bidders experiencing any technical difficulties with the bid submission process may contact the PlanetBids System Support at 818-992-1771.

1.2. Electronic Submission Requirements. Bidders must enter proposed pricing in the electronic bid form for any and all line items or a lump sum bid amount, as required. The proposed pricing provided in the Bidder's electronically submitted bid form is binding on the Bidder and will be used by the District for determination of the best value Proposal. Bidders must attach a pdf file(s) to the electronic bid submission containing all the completed and signed Bid Documents. Bidders experiencing any technical difficulties with the bid submission process may contact the PlanetBids System Support at 818-992-1771. If you continue to have difficulty, contact the District's Purchasing Department at by email at ksimonds@miracosta.edu. Neither the District nor the District's bid management system, make any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission date and/or time.

1.3. Bid and Contract Documents. The Bid and Contract Documents are available only through the District's PlanetBids portal. The District's PlanetBids portal may be accessed through the District's Purchasing webpage: https://miracosta.edu/districtbids OR https://pbsystem.planetbids.com/portal/47167/portal-home. Proposers must be registered to view and download the documents. There is no charge to sign up. Any and all Project Addenda will be posted on this webpage. It shall be Bidder's sole responsibility to conduct periodic checks of this webpage to identify and download any Project Addenda.

1.4. Date and Time of Bid Proposal Submittal. The PlanetBids clock is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after. Bid Proposals submitted after such time are nonresponsive. Bid results after the deadline for submitting Bid Proposals on the District's PlanetBids Proposer portal.

END OF SECTION

X. MANDATORY DOCUMENTS AND CHECKLIST FOR SUBMISSION

The following must be submitted electronically with the Bidder's Proposal and uploaded in PlanetBids as part of the Bidder's submission.

☐ **Cover Letter / Introduction:** The Cover Letter shall be uploaded as a required General Attachment in PlanetBids and must, at a minimum, contain the following:

A. Bidder Identification: The legal business name, physical address, website, and telephone number of the Proposer.
B. Primary Contact: The name, title, address, telephone number, and e-mail address of the contact person authorized to represent the Proposer during the evaluation period.
C. Statement of Qualifications: A brief statement of the Proposer's (and any partner firms') qualifications as they relate to Section VIII: Scope of Work and Technical Specifications. The Proposer shall clearly identify all service categories included in the Proposal, including Move Project Management and Planning Services, Physical Move Services, and/or ITS Smart Hands Services. This section shall include a high-level summary of the team's relevant experience, capabilities, and approach for the services proposed.
D. Proposal Validity: A statement to the effect that the Proposal shall remain valid for a period of not less than one hundred eighty (180) days from the Proposal Opening Date.
E. Authorized Signature: The signature of a person authorized to bind the Bidder to the terms of the Proposal and any subsequent Move Services Agreement.

☐ **Company Information, Qualifications, and Signatory Page:** The Proposer shall complete and submit the required Company Information, Qualifications, and Signatory Page as a General Attachment in PlanetBids. This form includes required information regarding the Proposer's business structure, qualifications, and authorization to perform the services outlined in this RFP, and will be used by the District to determine whether the Proposer meets the minimum qualifications and responsibility requirements for award. The Company Information, Qualifications, and Signatory Page includes minimum qualification criteria that must be met in order for a Proposal to be considered responsive. Proposers that do not meet the identified minimum qualifications may be deemed non-responsive and may not be considered for award. The completed form must be fully executed and signed by an individual authorized to bind the Proposer.

☐ **Technical Capabilities and Firm Experience**

The Proposer shall provide a comprehensive description of the firm's qualifications, experience, and capacity to perform the Scope of Work. The response shall clearly demonstrate the Proposer's ability to perform the services proposed. The Proposer shall clearly identify all service categories included in the Proposal (Move Project Management and Planning Services, Physical Move Services, and ITS Smart Hands Services) and shall tailor responses accordingly. The Proposer shall clearly indicate which portions of the response apply to each service category.

A. Service Delivery Capacity: Provide a description of the Proposer's organizational structure, staffing, and operational capacity to perform the services proposed. Include information on available resources such as fleet, equipment, and personnel, and the ability to support both large-scale projects and smaller, as-needed assignments, as applicable.
B. ITS Smart Hands Capabilities (if applicable): For Proposers submitting for ITS Smart Hands services, describe the technical capabilities, tools, equipment, and staff training relevant to performing these services. Include experience with workstation disconnect/reconnect, cable management, and verification of system functionality.
C. Specialized Handling Experience: Describe experience handling sensitive, high-value, or specialized assets relevant to the services proposed, including but not limited to technical equipment, instructional environments, laboratories, libraries, and other specialized spaces.

D. Partner and Subcontractor Infrastructure: Identify any partners or subcontractors that will be used in performance of the services proposed. Clearly define their roles and responsibilities and describe the Proposer's experience working with these entities to deliver coordinated services.

E. Relevant Experience: Provide examples of similar projects completed that are relevant to the services proposed. Include project descriptions, scope, size, and outcomes that demonstrate the Proposer's ability to successfully perform the work.

☐ **Methodology and Project Implementation**

The Proposer shall provide a detailed narrative describing its approach to executing the services proposed. The response shall demonstrate a clear understanding of the District's need for coordinated, efficient, and high-quality move services. The Proposer shall tailor responses to the specific services being proposed, whether Physical Move Services, ITS Smart Hands services, or both, and clearly identify which portions of the methodology apply to each service category. At a minimum, the Proposer shall address the following:

A. Comprehensive Move Workplan

Describe the development of a project-specific workplan for the services proposed, including:

- Pre-Move Coordination: Procedures for site walkthroughs, planning, and coordination with District stakeholders.
- User Communication: Strategies for preparing District staff, including packing guidance or instructional materials.
- Integrated Scheduling (if applicable): For Proposers submitting for both service categories, describe how physical move activities are coordinated with ITS Smart Hands services to ensure continuity of operations.

B. Move-Day Management

Describe the implementation of the workplan during move execution, including:

- Asset Protection: Methods for protecting facilities, including floors, walls, and elevators
- Service Execution:
  - For Physical Move Services: Procedures for handling, transporting, and placing furniture and equipment.
  - For ITS Smart Hands Services: Workflow for disconnecting, transporting, and reconnecting technology equipment.
- Cable Management Standards (if applicable): Approach to achieving clean, organized, and professional workstation setups.

C. Quality Assurance and Quality Control (QA/QC)

Describe internal processes to ensure service accuracy and District satisfaction, including:

- Service Verification: Procedures to confirm that work has been completed in accordance with project requirements.
- Issue Tracking: Use of a Move Issue Log or similar tool to document and resolve issues.
- Post-Move Walkthrough: Process for final inspection, punch list development, and resolution of outstanding items.

D. Sustainability and Waste Management

Discussion of the Proposer's commitment to environmental stewardship:

- Waste Reduction: Use of reusable materials or strategies to minimize waste.
- Proper Disposal: Procedures for recycling or proper disposal of materials in accordance with District requirements.

E. Damage and Claims Resolution

Describe the Proposer's policies and procedures for documenting and resolving damage or claims, including:

- Damage Documentation: Process for identifying and reporting damage.

- Claims Resolution: Approach to resolving claims related to facilities, furniture, or equipment.
- Coordination: Communication with the District Project Lead regarding incidents and resolution.

☐ **Cost File:** The Proposer shall submit the required Cost File as part of its Proposal and upload it as the designated "Cost File" in PlanetBids. The Cost File shall be completed in accordance with the provided instructions and shall include all pricing necessary to perform the services proposed. Pricing shall reflect the Proposer's approach to delivering Physical Move Services, ITS Smart Hands services, or both, as applicable. The Proposer shall provide pricing for all applicable labor classifications and clearly describe its pricing structure and billing methodology. Pricing shall include all costs necessary to perform the Scope of Work. Where applicable, pricing for additional materials and services shall be included as specified in the Cost File.

☐ **Non-Collusion Affidavit:** Bidders shall submit the attached Non-Collusion Declaration form with their Proposal and upload it as one of the required General Attachments in PlanetBids.

☐ **Cooperative Utilization Clause and Agreement:** The Proposer shall complete and submit the Cooperative Utilization Clause and Agreement as a General Attachment in PlanetBids. This form allows the Proposer to indicate whether it agrees to extend the terms, conditions, and pricing of any resulting agreement to other eligible public agencies in accordance with applicable Public Contract Code provisions. Completion of this form is required. Acceptance or rejection of the cooperative utilization (piggyback) option will not affect the evaluation or award of the contract.

☐ **References:** Bidders shall submit the attached Reference form with a minimum of three (3) verifiable references, preferably from a California public or private educational institution and/or California public agency and shall be listed on the "References" sheet provided in this RFP, and upload it as one of the required General Attachments in PlanetBids. This list may include current and former clients (with reasons for cancellation, if applicable), with all references being able to comment fully on Bidder's related experience. Bidder may attach more sheets, if necessary.

☐ **Agreement to Terms and Conditions:** Bidders shall complete and submit the attached Agreement to Terms and Conditions form with their Proposal and upload it as one of the required General Attachments in PlanetBids. Should Bidder request edits to the Agreement (Attachment 1) for consideration, such requests must be clearly identified and submitted with its Proposal. No additional terms and conditions will be accepted following receipt of Proposals. The District will consider such additional contractual terms and conditions as part of its evaluation process.

☐ **Sample Deliverables:** The Proposer shall submit examples of deliverables representative of the work products that would be provided to the District and upload them as one of the required General Attachments in PlanetBids. Samples may be from prior projects or may be representative examples developed by the Proposer. Submitted materials shall reflect the Proposer's standard approach to documentation, planning, and service delivery. Examples may include, but are not limited to, move plans, project schedules, ITS setup or deployment plans, inventory tracking sheets, labeling systems, issue logs, or other documentation used to support move management and technical service execution. These materials will be used to evaluate the clarity, organization, and overall quality of the Proposer's work products, as well as the Proposer's approach to planning, coordination, and quality control.

☐ **Optional Additional Materials:** Bidders may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.

NOTICE: All required documents, including all sections and components, must be fully completed and submitted. Incomplete submissions may be deemed non-responsive and may not be considered for award.

END OF SECTION

COMPANY INFORMATION, QUALIFICATIONS, AND SIGNATORY PAGE

This Company Information, Qualifications, and Signatory Page must be completed by each Proposer and executed by an authorized employee of the Proposer.

Company Name: _____

Business Address: _____

Name of Primary Point of Contact (POC) for RFP: _____

POC's Direct Telephone Number: _____ Fax: _____

POC's Email: _____ Website: _____

Type of Firm: ☐ Corporation ☐ LLC ☐ Proprietorship ☐ Partnership ☐ Joint Venture

☐ If other, please describe: _____

Business License Number: _____
Note: Must be active and in good standing. If not, District will find Bidder non-responsive.

Number of years in business under firm name: _____

Number of years as a provider of this type of services: _____

Number of years as a provider of services: _____

State your company/firm name and whether your company is local, regional, national, or international. Include information on any parent, affiliate, and/or subsidiary entities.

Identify the location(s) of the office that will be primarily conducting the work.

_____

_____

Names and titles of all your owners (>10% ownership), officers, principals, responsible managing officers and responsible managing employees:

Name:	Title:
_____	_____
_____	_____
_____	_____

Has the firm changed its name within the past 3 years? ☐ YES ☐ NO

If YES, provide former name(s): _____

Have there been any recent (within the last three years) changes in control/ownership of the firm?

☐ YES ☐ NO If YES, explain: _____

Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

☐ YES ☐ NO If YES, explain: _____

State your firm's gross revenues for each of the last three years:

Current Year: _____

Last Year: _____

Year before last: _____

Has your firm ever reorganized under the protection of bankruptcy laws? ☐ YES ☐ NO

If YES, please enter the date of reorganization:_____

Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger or sales of the company) that may affect your firm's ability to perform contractually. Certify that the firm and its principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or declare and explain such status.

_____

_____

Certifications:

☐ Small Business Enterprise (SBE) Certifying Agency:_____
Certification Number:_____

☐ Minority-Owned Business Enterprise (MBE) Certifying Agency:_____
Certification Number:_____

☐ Woman-Owned Business Enterprise (WBE) Certifying Agency:_____
Certification Number:_____

☐ Disabled Veteran Business Enterprise (DVBE) Certifying Agency:_____
Certification Number:_____

☐ Other Business Enterprise:_____
Certifying Agency:_____ Certification Number:_____

Essential Minimum Qualifications: Any response of a Proposer indicating "not qualified" to the following minimum qualifications criteria will result in rejection of the Proposer's RFQ/P Response for failure to meet minimum qualifications criteria.

1. Proposer has a current Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.
   ☐ Yes ☐ No (not qualified)
2. Proposer has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.
   ☐ Yes ☐ No (not qualified)
3. Proposer is ineligible for award of public works contracts pursuant to Labor Code §1777.1 or 1777.7.
   ☐ Yes (not qualified) ☐ No
4. Has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the Proposer or any predecessor to the Proposer is not a "responsible" bidder?
   ☐ Yes (not qualified) ☐ No
5. At any time during the last ten (10) years, has Proposer or any predecessor to the Proposer been convicted of a crime involving any federal, state, or local law related to a private or public construction project?
   ☐ Yes (not qualified) ☐ No
6. At any time during the last ten (10) years, has the Proposer or any predecessor to the Proposer been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
   ☐ Yes (not qualified) ☐ No
7. Within the past ten (10) years, one or more contract(s) to provide Move Services to which the Proposer was a party to have been terminated for default of the Proposer.
   ☐ Yes (not qualified) ☐ No

8. Within the past ten (10) years, has the Proposer or any predecessor in interest to the Proposer agreed with any public agency, whether by written instrument or verbally, that the Proposer will not submit bids, proposals or other responses to any request of the public agency for bids or proposals relating to Moving Services or other similar services?
   ☐ Yes (not qualified) ☐ No
9. The Proposer is currently registered with the Department of Industrial Relations as a public works contractor pursuant to Labor Code §1725.5 and/or 1771.1.
   ☐ Yes ☐ No (not qualified)

Claims and Disputes

1. Proposer Claims and Disputes. The Proposer is presently engaged in a claim, dispute or other disagreement relating to or arising out of a Moving Services contract in which the Proposer is seeking additional compensation.
   ☐ Yes ☐No If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.
2. Judgments and Arbitration Awards. Within the past ten (10) years, the Proposer is a party to a judgment entered in a civil proceeding or an arbitration award issued by an arbitrator in a binding arbitration proceeding.
   ☐ Yes ☐No If "Yes" on a separate attachment, provide details of each such judgment or arbitration award including: (i) parties; (ii) summary of dispute; (iii) summary of judgment or arbitration award.
3. General Liability/Automobile Liability Insurance. Within the past ten (10) have claims been made under the Proposer's general liability insurance policy (whether for personal injury, death, property damage or automobile liability)?
   ☐ Yes ☐No If "Yes" on a separate attachment, provide details of each such judgment or arbitration award including: (i) parties; (ii) summary of dispute; (iii) summary of judgment or arbitration award.

The undersigned is duly authorized to execute this Company Information, Qualifications, and Signatory Page under penalty of perjury on behalf of the above-identified Proposer. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Company Information, Qualifications, and Signatory Page and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Company Information, Qualifications, and Signatory Page. The undersigned declares and certifies that the responses to this Company Information, Qualifications, and Signatory Page are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Proposer acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed non-responsive and the Proposer will not further participate in the RFQ/P process.

Signature:_____ Date:_____

Print Name and Title:_____

Phone: _____ Email:_____

COST FILE

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

The Proposer shall provide pricing for the services offered under this RFP, as applicable to the service categories proposed, in accordance with the structure outlined below.

1. **Scope of Services Proposed.** The Proposer shall indicate all service categories included in this Proposal (check all that apply):
   - ☐ Move Project Management and Planning Services
   - ☐ Physical Move Services
   - ☐ ITS Smart Hands Move Services

2. **Move Project Management and Planning Services Pricing.** If the Proposer is requested to perform Move Services in the form of project management, planning, or coordination services, indicate below the method by which compensation will be calculated:
   - ☐ Fixed price, lump sum amount.
   - ☐ Personnel time at the personnel rates subject to a not to exceed amount.

3. **Physical Move Services Pricing**. If the Proposer is requested to complete Move Services that are in the nature of physical moving services indicate below the manner in which compensation for the requested physical move services will be calculated:
   - ☐ Fixed price, lump sum amount.
   - ☐ Personnel time at the personnel rates subject to a not to exceed amount.

4. **Physical Move Additional Costs**. Do the proposed rates for Physical Move Services include all labor, equipment, and materials necessary to complete the services?
   - ☐ Yes
   - ☐ No, additional costs/charges will apply for the following:

     _____

5. **ITS Smart Hands Services Pricing**. If the Proposer is requested to perform ITS Smart Hands services, indicate below the method by which compensation will be calculated:
   - ☐ Fixed price, lump sum amount.
   - ☐ Personnel time at the personnel rates subject to a not to exceed amount.

6. **ITS Smart Hands Additional Costs**. Do the proposed rates for ITS Smart Hands services include all labor, tools, equipment, and materials necessary to complete the services?
   - ☐ Yes
   - ☐ No, additional costs/charges will apply for the following:

     _____

7. **Move Project Management and Planning Services Personnel Rates**. The Proposer shall provide the following hourly rates for personnel performing Move Project Management and Planning Services.

Name	Title/Position	Proposed Hourly Rate		
		Months 1-12	Months 13-24	Months 25-36

8. **Physical Move Services Personnel Rates**. The Proposer shall provide the following hourly rates for personnel performing Physical Move Services.

8.1. Straight Time Rates. Provide straight-time hourly rates for personnel performing Physical Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Straight-Time Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager			
Crew Superintendent/Supervisor			
Skilled Laborer			
General Laborer			
Other:			
Other:			

8.2. Overtime Rates. Provide overtime hourly rates (for work exceeding eight (8) hours per day) for personnel performing Physical Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Overtime Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager			
Crew Superintendent/Supervisor			
Skilled Laborer			
General Laborer			
Other:			
Other:			

8.3. Sunday/Holiday Rates. Provide hourly rates for personnel performing Physical Move Services on Sundays or District-recognized holidays that are not subject to prevailing wage requirements.

Title/Position	Proposed Sunday/Holiday Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager			
Crew Superintendent/Supervisor			
Skilled Laborer			
General Laborer			
Other:			
Other:			

9. **Physical Move Prevailing Wage Rate Move Services**. If the Move Services require utilization of labor subject to prevailing wage rates, complete the following:

☐ Charges for prevailing wage rate labor will be limited to the prevailing wage rate without mark-up.

☐ Charges for prevailing wage rate labor will be subject to a mark-up of ____ % of the prevailing wage rate.

10. **Equipment and Materials Rates**. The Proposer shall provide the following rates for materials and equipment used to support Physical Move Services.

Item	Proposed Cost Rates		
	Months 1-12	Months 13-24	Months 25-36
Cardboard Boxes, New, to purchase (including delivery)			
Cardboard Boxes, Used, to purchase (including delivery)			

Item	Proposed Cost Rates		
	Months 1-12	Months 13-24	Months 25-36
Cardboard Boxes, New, included in Move Proposal Cost for temporary use (min. of 60 day loan), including delivery and pickup			
Reusable Packing Containers, included in Move Proposal Cost for temporary use (min of 60 day loan), including delivery and pick up			
Reusable Packing Containers Additional Rent per 30 day period following initial loan period of 60 days			
Costs for Additional Equipment and/or Materials Not Included in Move Proposals (attach separate list and details for Cost Rates)			

11. ITS Smart Hands Services Personnel Rates. The Proposer shall provide the following hourly rates for personnel performing ITS Smart Hands Services.

11.1. Straight Time Rates. Provide straight-time hourly rates for personnel performing ITS Smart Hands Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Straight-Time Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager			
Crew Superintendent/Supervisor			
Skilled Laborer			
General Laborer			
Other:			
Other:			

11.2. Overtime Rates. Provide overtime hourly rates (for work exceeding eight (8) hours per day) for personnel performing ITS Smart Hands Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Overtime Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager			
Crew Superintendent/Supervisor			
Skilled Laborer			
General Laborer			
Other:			
Other:			

11.3.

11.4. Sunday/Holiday Rates. Provide hourly rates for personnel performing ITS Smart Hands Move Services on Sundays or District-recognized holidays that are not subject to prevailing wage requirements.

Title/Position	Proposed Sunday/Holiday Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager			
Crew Superintendent/Supervisor			
Skilled Laborer			
General Laborer			
Other:			
Other:			

12. Authority. The undersigned is an employee of the Proposer and is duly authorized to: (i) complete and submit this Proposal on behalf of the Proposer; and (ii) to bind the Proposer to the proposed pricing set forth in this Proposal.

Signature:_____ Date:_____

Print Name and Title:_____

Phone: _____ Email:_____

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

_____, being first duly sworn, deposes and says that he or she is _____of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PROPOSER_____
(Type or print complete legal name of Proposer)

BY_____
(Signature)

Name_____
(Type or print)

Title _____

COOPERATIVE UTILIZATION CLAUSE AND AGREEMENT

It is the intent of the District that, pursuant to Public Contract Code Sections 20118 and 20652, other community college districts, K-12 school districts, cities, the County of San Diego, and any other public agencies located within San Diego County (collectively referred to as "Participating Agencies") may utilize the provisions of this RFP in accordance with the specifications set forth herein. The District waives its right to require Participating Agencies to draw their warrants in favor of the District and authorizes each Participating Agency to make payment directly to the successful Proposer.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted _____
By accepting the piggyback option, the Proposer certifies that it has read and understands the terms and conditions of the Agreement for Move Services contained in this RFP. The Proposer, acting through an authorized representative with the authority to bind the organization, further certifies that it is capable of extending the pricing, services, and delivery requirements of this RFP to all Participating Agencies.
Piggyback option not granted _____

PROPOSER_____
(Type or print complete legal name of Proposer)

BY_____
(Signature)

Name_____
(Type or print)

Title _____

REFERENCES

Bidder shall provide a minimum of three (3) College/University Customer References with three (3) or more years' experience with the Bidder.	
REFERENCE #1	
NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTE*	
REFERENCE #2	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTE*	
REFERENCE #3	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTE*	

*Full-time equivalent (FTE) is a unit of measurement of the number of full-time employees and/or students.

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)

AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) ("Agreement"). Any exceptions must be included, if at all, with Bidder's Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder's Proposal or disqualification.

Initial the Appropriate Choice, below:

____ Bidder **accepts** the form of Agreement **without exception**.

O R

____ Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

PROPOSER_____
(Type or print complete legal name of Proposer)

BY_____
(Signature)

Name_____
(Type or print)

Title _____

MASTER SERVICES AGREEMENT FOR MOVE SERVICES

This Master Services Agreement ("Agreement") is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California ("District) and **Legal Entity Name** ("Contractor"). District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

WHEREAS, in or about April 2026, the District issued a Request for Proposals ("RFP") requesting proposals from qualified firms to provide Move Services, including Move Project Management and Planning Services, Physical Move Services, and ITS Smart Hands Services;

WHEREAS, the Contractor submitted a response to the RFP ("Proposal"); by this reference, the Proposal is incorporated herein;

WHEREAS, the Contractor is engaged in the business of providing Move Services and has the capability and capacity to perform the Move Services contemplated under this Agreement;

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services described in this Agreement, is properly licensed or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

WHEREAS, the District desires to engage Contractor for the purpose of performing the Services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Services to be provided by Contractor. Contractor shall perform the services for the District as set forth in this Agreement and in the attached Exhibit A, which is fully incorporated into this Agreement by this reference (collectively "Services"), and in accordance with the terms and conditions in this Agreement. Contractor agrees to perform the Services consistent with the professional skill and care of Contractor's profession and in compliance with all applicable laws and regulations. All of Contractor's activities will be at its own risk and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor's employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor's employees, agents, consultants, or subcontractors from the District's facilities upon the District's instruction, as determined by the District in its sole discretion, for any or no reason. Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services

2. Project Assignment Amendment ("PAA").

a. Authorization of Services. Services under this Agreement shall be performed on an as-needed basis and only upon authorization by the District through a Project Assignment Amendment ("PAA"). No Services shall be performed, and no compensation shall be due, unless authorized by an executed PAA.

b. Authorization of Services. Services under this Agreement shall be performed on an as-needed basis and only upon authorization by the District through a Project Assignment Amendment ("PAA"). No Services shall be performed, and no compensation shall be due, unless authorized by an executed PAA.

c. **Scope of Services.** Each PAA shall define the specific scope of Services to be performed, which may include any combination of Move Project Management and Planning Services, Physical Move Services, ITS Smart Hands Services, or other related services required by the District.
d. **PAA Requirements.** Each PAA shall include, as applicable, a description of the Services, project schedule, compensation, and any project-specific requirements or conditions. In the event the District requests proposals from multiple contractors, the District reserves the right to select the contractor and issue a PAA based on its evaluation and in its sole discretion.
e. **District Discretion.** The District may, in its sole discretion, issue a PAA directly to the Contractor or request that the Contractor submit a proposal for specific Services.

3. Time is of the Essence. Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement. Contractor shall promptly notify the District of any expected delay in the performance of Services.

4. Term. This Agreement will begin and will be completed by the dates specified in Exhibit A. Completion of the Services, including all deliverables as described in Exhibit A, must be made to the satisfaction of the District.

5. Compensation. The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in Exhibit A.

6. Licenses and Permits. Contractor and all of Contractor's employees, agents, consultants, and subcontractors, will secure and maintain in force throughout the term of this Agreement all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.

7. Taxes. Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.

8. Expenses and Equipment. Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

9. Travel Expenses. All travel, lodging, and meal per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Contractor under the terms of the Agreement will be reviewed against the District's Employee Travel Policy. Current United States GSA Domestic Per Diem Rates (the "Rates") for meals are available at: https://www.gsa.gov/travel/. Current IRS mileage reimbursements rates are available at: https://www.irs.gov/tax-professionals/standard-mileage-rates. No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy

and hotel rooms other than standard will not be reimbursed. Lodging charges are for reasonable, single occupancy, standard room rates. Lodging charges in excess of standard room rates will not be reimbursed.

10. Independent Contractor. In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

11. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to COVID-19, or other viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements, including those related to preventing exposure to COVID-19, at all times. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment ("PPE"), and other workplace standards that apply to preventing occupational exposure to COVID-19 or other viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold District harmless from any claims, demands, or liabilities (including attorneys' fees and costs), brought by Contractor's employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District's facilities or performing Services for the District, including exposure to COVID-19 or other viral or bacterial agents, or in any way arising out of or related to being present or performing services at District's property. Contractor, its employees, and/or its subcontractors will, at all times, comply with the District's COVID-19 protocols while at any of the District's property locations: http://miracosta.edu/contractor-covid-protocols

12. Termination. District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or prior to the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services. The Agreement shall immediately terminate if Contractor or District's funding, licenses,

accreditations, or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Contractor or District by any accreditation or regulatory agency.

13. Ownership of Work Product. The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the Services, including any intellectual property, systems, materials, documents, or other work product performed, produced, or created under this Agreement or related to the Services (collectively "Work Product"). Contractor assigns to District any and all rights Contractor could have, may have, or does have, in the Work Product, and District shall have all right, title, and interest in the Work Product, including the right to secure and maintain the copyright, trademark, and patent of the Work Product. The District shall be permitted, in its sole discretion, to reproduce, distribute, modify, and use the Work Product in any manner desired. Contactor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.

14. Limitation of Liability. The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement.

15. Indemnification and Hold Harmless. To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys' fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury, damages or injuries/illnesses, including COVID-19, wrongful death, contractual liability, infringement of a third party's intellectual property rights, or damage to property ("Claim"), arising from or related to any act or omission of Contractor or its employees, officers, consultants, agents, subcontractors, or volunteers, except the extent that a Claim is caused by the District's gross negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.

16. Insurance. Contractor must procure and maintain during the term of the Agreement, and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

a. **Commercial General Liability Insurance.** Commercial General Liability insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);
b. **Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance with limits not less than $1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.
c. **Workers' Compensation and Employers' Liability Insurance.** In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than $1,000,000 per occurrence (accident) and $1,000,000 per employee (disease).

d. Professional Liability Insurance. Professional Liability insurance with limits not less than $1,000,000 each claim and $2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractors employees, agents, consultants, or subcontractors.

e. Proof of Insurance and Insurance Terms. Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds. Endorsement should be made out as follows:

MiraCosta Community College District and its trustees, officers, agents, employees, volunteers, and students ("Additional Insureds")
Attention: Justin Crast, Risk Manager
1 Barnard Drive
Oceanside, California 92056

Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

17. Confidential Information. Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors may have access to private and confidential information in the District's possession, custody, or control, including but not limited to private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless otherwise required by law. Contractor will immediately notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.

18. Disabled Accessibility and Electronic and Information Technologies. Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its

products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement. Contractor and any of its agents, consultants, and subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

19. Non-Discrimination. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status or any other category protected by law. Contractor agrees to require like compliance by all hired agents, consultants, and subcontractors.

20. Complaints and Investigations. Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

22. Audit. Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

23. Registration for Public Works. If Contractor is performing a public work, as defined by California Labor Code Section 1720, Contractor must comply with all applicable rules and regulations, including adhering to the requirements of California Labor Code Section 1725.5 (Department of Industrial Relations Contractor Registration), as a prerequisite to performing any Services under this Agreement.

24. Advertising. Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

25. Notice. All notices required or permitted to be given under this Agreement by either Party to the other, shall be deemed to have been given, served, and received, if given in writing and either personally delivered or deposited in the Unites States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:
Mina Hernandez
Director, Purchasing, Contracts & Material Management
MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056

For Contractor:
Contact information as referenced in Exhibit A

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

26. Non-Waiver. The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

28. Conflict of Interest and Prohibited Interests. The District reserves the right, to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate any Contractor or Contractor employee, if any such conflict is discovered.

29. Governing Law. This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

30. Force Majeure. Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, such as COVID-19, or other events that are outside of a Party's reasonable control, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during a force majeure event.

31. Disputes. Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

32. Mediation; Arbitration. The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

33. Successors; No Assignment. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.

34. Entire Agreement. This Agreement and its Exhibits constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit or other attachment to this Agreement or other documents related to the Services, the provisions of the body of this Agreement shall prevail.

35. Recitals. The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.

36. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

37. Authority. Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the dates set forth below.

"DISTRICT" **MIRACOSTA COMMUNITY COLLEGE DISTRICT**	**"CONTRACTOR"** **LEGAL ENTITY NAME**
Signature:_____	**Signature:**_____
Name: Elba Gomez	**Name:** Name of Legal Authorized Signer
Title: Vice President, Administrative Services	**Title:** Title of Legal Authorized Signer
Date: _____	**Date:** _____

EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION

Contractor:
Legal Entity Name
Point of Contact's Full Name
Street
City, State and Zip
Direct Phone Number
Email Address

District Point of Contact:
Name of Department Point of Contact working with Contractor
Select the Department Point of Contact's Address from dropdown list
Direct Phone Number
Email Address

Agreement Period:
Start Date: Select Contract Start Date
End Date: Select Contract End Date

Scope of Work - Description of Services and Deliverables:

- Description: Scope of Work – Detailed Description of Services
- Deliverables: Work Product or Deliverables to be Delivered to the District
- Milestones: Schedule or Performance/Project Milestones
- Additional Responsibilities: Additional Responsibilities of the Contractor
- District Responsibilities: Additional Responsibilities of the District – if requested by the Contractor

Rate and Method of Payment:
Amount $If Applicable, Enter Dollar Amount per: Choose from Dropdown items
Total Not to Exceed Cost for Agreement: $Enter Total Not to Exceed Amount

Payment and Compensation Terms:
Invoices. Contractor will submit monthly invoices to District's Point of Contact with supportive documentation that evidences the services and work that Contractor performed and all costs or expenses set forth in the invoice. District will pay Contractor all undisputed amounts owed within 30 days of the District's receipt of the invoice from the Contractor.
Additional Services. The Parties agree the District will not pay Contractor for any additional services performed without the District's prior written approval for those additional services.

PROJECT ASSIGNMENT AMENDMENT
EXHIBIT A TO MASTER SERVICES AGREEMENT FOR MOVE SERVICES

This Project Assignment Amendment ("PAA") is entered by and between MiraCosta Community College District and _____ ("Contractor") as of Click here to enter a date. and is issued pursuant to the Master Services Agreement for Move Services ("Agreement") between the parties.

WHEREAS, the District and Contractor entered into a Master Services Agreement for Move Services ("Agreement"), pursuant to which the Contractor may perform services on an as-needed basis as authorized by the District;

WHEREAS, the District intends to utilize this Agreement as a master services agreement under which specific Services may be authorized on an as-needed basis through Project Assignment Amendments ("PAA");

NOW THEREFORE, the District and Contractor agree as follows:

1. Services. The Services under this PAA include (check all that apply):

   ☐ Move Project Management Services and Planning Services

   ☐ Physical Move Services

   ☐ ITS Smart Hands Services

2. Scope of Services. The Contractor shall perform the Services described in the Contractor's proposal #_____ _____ dated Click here to enter a date. which is incorporated herein by this reference, in accordance with the selected service categories identified in Section 1 of this PAA.
   Note: In the event of any conflict between the Contractor's proposal and the terms of this PAA or the Agreement, the terms of this PAA and the Agreement shall govern.

3. Schedule and Locations The Services shall be performed in accordance with the Contractor's proposal referenced in Section 2 of this PAA, as summarized below:
   Project Name: _____

   Start Date: Click here to enter a date. Project Duration (Calendar Days):_____

   Move From Location (Campus and or Room): _____

   Move To Location (Campus and or Room): _____

4. Compensation. The payment due to the Contractor for Services performed under this PAA shall be as follows:

   ☐ **Lump Sum**: A fixed price of _____ Dollars ($_____). inclusive of all costs.

   ☐ **Time and Materials.** Compensation based on personnel time and materials in accordance with the Contractor's approved rate schedule, with a not-to-exceed amount of _____ Dollars ($_____).

   No additional compensation shall be paid unless authorized in writing by the District.

"DISTRICT" **MIRACOSTA COMMUNITY COLLEGE DISTRICT**	**"CONTRACTOR"** **LEGAL ENTITY NAME**
Signature:_____	**Signature:**_____
Name: Elba Gomez	**Name:** Name of Legal Authorized Signer
Title: Vice President, Administrative Services	**Title:** Title of Legal Authorized Signer
Date: _____	**Date:** _____

VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR COMMISSIONER

I am the _____ for _____ in connection with the
(Superintendent/Project Manager) (Contractor)
Agreement for On-Going Facility Move Services between the Contractor and MiraCosta Community College District.

1. This Verification is submitted to MiraCosta Community College District concurrently with the Contractor's submittal of Billing Invoice Number _____ dated _____ ("the Pay Application").
2. The Pay Application requests the District's disbursement of a payment for services completed under the Agreement for On-Going Facility Move Services.
3. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
4. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
5. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.
6. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on the ____ day of _____, 20___ at _____.
(City and State)

By: _____

_____
(Typed or Printed Name)

Solicitation Detail

Title	Move Management Services
Invitation #	RFP #07-26
Solicitation Posting Date	04/10/2026 7:00 AM (PDT)
Stage	Closed
Submission Due Date	05/04/2026 11:00 AM (PDT)
Submission Format	Electronic only
Link to Solicitation	https://vendors.planetbids.com/portal/47167/bo/bo-detail/140778
Reference ID	
Solicitation Type	RFP (Request for Proposal)
Response Types	Cost File Cover Letter / Introduction (required) Company Information, Qualifications, and Signatory Page (required) Technical Capabilities and Firm Experience (required) Methodology and Project Implementation (required) Non-Collusion Affidavit (required) Cooperative Utilization Clause and Agreement (required) References (required) Agreement to Terms and Conditions (required) Sample Deliverables (required) Sample Deliverables
Type of Award	Lump Sum
Categories	484240 - Moving Services 541520 - Information Technology Consulting Services
License Requirements	
Restriction	None
Restricted To	
Department	Purchasing
Address	1 Barnard drive Oceanside, California 92056
County	San Diego
Solicitation Valid	
Liquidated Damages	
Target Bid Amount	
Estimated Award Value	
Start/Delivery Date	
Solicitation Duration	
Prevailing Wage	No
Cooperative Bid	No
Piggy-backable	Yes
eBid Notes	

Bid Bond

Bid Bond	0%
Payment Bond	0%
Performance Bond	0%

Pre-Bid Meeting Information

Pre-Bid Meeting	No

Online Q&A

Online Q&A	Yes
Q&A Deadline	04/21/2026 4:00 PM (PDT)

Contact Information

Contact Info	Kim Simonds 760-795-6755 ksimonds@miracosta.edu
Submissions to Owner's Agent	

Description

Scope of Services	The MiraCosta Community College District is seeking qualified firms to provide comprehensive move management services on an as-needed basis, including move planning and consulting, physical relocation services, and ITS Smart Hands support for technology disconnection and reconnection. The District intends to establish a pool of pre-qualified contractors to support projects of varying size and complexity, with work assigned on a project-by-project basis. Proposers may submit for any combination of services or for a single service, and must demonstrate relevant experience, technical capability, and compliance with applicable regulatory requirements.
Other Details	
Notes	
Special Notices	
Local Programs & Policies	

Documents

File Title	File Name	Status
RFP Document	RFP 07-26 Move Management Services Bid Documents.pdf	Recalled
Addendum 1	Addendum 1 - RFP 07-26 Move Management Services.docx	On Server
Addendum 1 RFP Document	Addendum 1 - RFP 07-26 Move Management Services Bid Documents.docx	On Server
Legal Ad Proof	Legal Ad Proof.pdf	On Server

Download Cost $0.00

Vendor Notification

MiraCosta Community College District Vendor List — 119 vendors notified

04/10/2026 7:00 AM (PDT) 114 vendors notified

using Criteria **Category:**
1 - Trade Journals
541520 - Information Technology Consulting Services
484240 - Moving Services

22nd Century Technologies, Inc. (1043547)
8251 Greensboro Drive, Suite 900
Mclean, Virginia 22102
United States

Contact: Shikha Sharma
Phone: 804-372-0704 **ext.** 359
Fax:
Email: sledbids@tscti.com

2iSolutions Inc. (1711952)
1012 Ellis Parkway
Edison, New Jersey 08820
United States

Contact: Bindiya Joshi
Phone: 732-429-4426
Fax:
Email: Vendor@2isolutionsus.com

MBE, WBE, FEM

A&R Moving (1263951)
6351 Yarrow Dr. STE F
Carlsbad, California 92011
United States

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AFR, MALE

A3 Communications DBA Blue Violet Networks (1659370)
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Fountain Valley, California 92708
United States

Contact: Melissa Orwig
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Fax:
Email: MORWIG@BLUEVIOLET.NET

CADIR

Ace Relocation Systems, Inc. (1003121)
5608 Eastgate
San Diego, California 92121
United States

Contact: James E Misner
Phone: 619-244-9286
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Email: jmisner@acerelocation.com

AGC San Diego Planroom (962518)
10140 Riverford Rd.
Lakeside, California 92040
United States

Contact: Scherrise Judge
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Fax: 858-558-8444
Email: scherrise@agcsd.org

OTH

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DVBE

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United States

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Phone: 937-312-1345
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Email: vendorregistration@ardentinc.com

Argus Associates, Inc. (1521533)
39899 Balentine Dr Suite 200
Newark, California 94560
United States

Contact: Sahitya Borra
Phone: 310-302-8999
Fax:
Email: sahitya@gotoargus.com

Atlas Transfer & Storage Co. (1265267)
13026 Stowe Drive Suite A
Poway, California 92064
United States

Contact: Sara Oakley
Phone: 858-513-3800
Fax: 858-513-3900
Email: sara@atlasallied.com

CAU, MALE

Auguste Research Group, LLC (1002938)
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United States

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WBE, AFR, FEM

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3626 Fair Oaks Blvd #100,
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Contact: Gwen Khumalo
Phone: 916-903-4423
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Email: GWEN@AVIDHEALTHCARESERVICES.COM

MBE, WBE, DGS

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Canada

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Fax:
Email: Bids@avocette.com

Baker Tilly Advisory Group LP (1710347)
999 Third Ave Suite 2800
Seattle, Washington 98104
United States

Contact: Sandy Lewis
Phone: 206-302-6800
Fax:
Email: maas.sales@mossadams.com

BB2 Technology Group (1132144)
34145 Pacific Coast Highway Suite 618
Dana Point, California 92629
United States

Contact: Sam Balooch
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Email: sales@bb2techgroup.com

Bekins Moving Solutions (1338103)
2025 Gillespie Way Suite B
El Cajon, California 92020
United States

Contact: Daniel Prince
Phone: 619-873-1040 **ext.** 2002
Fax:
Email: dprince@bekinsms.com

DTSe, FEM

Bharmal Technologies (1615686)
473 Mundet Place
Hillside, New Jersey 07205
United States

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Fax:
Email: rfp@websiteworldwide.com

Birdi Systems Inc. (1659636)
601 Mission St.
South Pasadena, California 91030
United States

Contact: James Riggio
Phone: 213-550-4250
Fax:
Email: bids@birdi-inc.com

DBE, MBE, ASI, MALE

Blue Nose IT Solutions, Inc. dba Blue Nose Construction (963517) 350 10th Ave. #1013 San Diego, California 92101 United States	**Contact:** Joe Rubio **Phone:** 619-601-7041 **Fax:** **Email:** contact@bluenoseit.com	CADIR, DVBE, MBE, VSBE, AFR, MALE
BPM LLP (1024197) 600 California St. Suite 600 San Francisco, California 94108 United States	**Contact:** Daniel Figueredo **Phone:** 415-288-6284 **Fax:** **Email:** dfigueredo@bpmcpa.com	MALE, OTH
BuzzClan, LLC. (1364909) 5757 Alpha Rd. Suite 340 Dallas, Texas 75240 United States	**Contact:** Sachin Jain **Phone:** 469-251-2899 **Fax:** **Email:** presales@buzzclan.com	
Carahsoft Technology Corp. (1328456) 11493 Sunset Hills Road Reston, Virginia 20190 United States	**Contact:** Caitlyn Lewis **Phone:** 703-871-8500 **Fax:** **Email:** sales@carahsoft.com	
CHIPMAN RELOCATION & LOGISTICS (962514) 1320 Air Wing Road, Suite 100 San Diego, California 92154 United States	**Contact:** Glenn Weed **Phone:** 888-226-5791 **Fax:** **Email:** gweed@chipmanrelo.com	
CJIS GROUP LLC (1024437) 124 Marriott Drive Tallahassee, Florida 32301 United States	**Contact:** Kelsie **Phone:** 850-926-9800 **Fax:** **Email:** Region1@cjisgroup.com	DTSg, DTSe
Clutch (1016464) 8697 Hartridge Lane Fair Oaks, California 95628 United States	**Contact:** Proposal Coordinator **Phone:** 541-515-3648 **Fax:** **Email:** procurement@connectwithclutch.com	WBE, MICRO
CNG Innovations (983006) 2948 Sonrisa Drive Corona, California 92881-3916 United States	**Contact:** Christopher Nathan Garcia **Phone:** 951-317-9562 **Fax:** **Email:** cng@cnginnovations.com	
Communications Advantage, Inc. (1048420) 2005 Palo Verde Ave, #200 Long Beach, California 90815-3399 United States	**Contact:** Robert Lee Harris **Phone:** 800-765-9497 **Fax:** **Email:** salesteam@comadvantage.net	
Computer Protection Technology, Inc. (962651) 1215 Pacific Oaks Pl Ste 106 Escondido, California 92029 United States	**Contact:** Sean Murphy **Phone:** 760-745-8562 **ext.** 203 **Fax:** **Email:** smurphy@cptups.com	DGS, MALE, OTH
CONSTRUCTION BIDBOARD (962413) 11622 EL CAMINO REAL SUITE 100 SAN DIEGO, California 92130 United States	**Contact:** N RIVERS **Phone:** 800-479-5314 **Fax:** 619-688-0585 **Email:** PLANROOM@EBIDBOARD.COM	

Consultadd Inc. (1677745)
175 Greenwich Street 38th Floor
New York, New York 10007
United States

Contact: Bharat Bhate
Phone: 888-771-9958
Fax:
Email: publicservices@consultadd.com

Corovan (1226023)
12302 Kerran Street
Poway, California 92064
United States

Contact: Max Schmitz
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Email: mschmitz@corovan.com

Corovan Moving & Storage (962364)
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CADIR, DTSe, DTSg

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Crowe LLP (1539527)
225 West Wacker Drive Suite 2600
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4550 Wineville Ave
Mira Loma, California 91752
United States

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CADIR

Dictation Sales & Service, Inc. (963424)
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San Diego, California 92123
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Email: dgillis@equature.com

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Canada

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Email: atkach@digitalboundary.net

Effervescent Consulting LLC (1320392)
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Leesburg, Virginia 20176
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Elite Relocation Services, LLC (962559)
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United States

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Fax: 858-275-6426
Email: juan@eliterelocationsd.com

CADIR, DGS, CAU, MALE

Ellucian Company L.P. (1042157)
2003 Edmund Halley Drive Suite 500
Reston, Virginia 20191
United States

Contact: Hazel Kenady
Phone: 407-215-9480
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Email: salesproposals@ellucian.com

Emgence Technologies (1067607) 11440 W. Bernardo Court Suite 300 San Diego, California 92127 United States	**Contact:** Scott **Phone:** 888-364-3623 **ext.** 6552 **Fax:** **Email:** sjohnson@emgence.com	FEM, CAU
EPLUS TECHNOLOGY INC (962574) 4330 La Jolla Village Drive Suite 110 San Diego, California 92122 United States	**Contact:** Bob Oakes **Phone:** 858-352-3823 **Fax:** 949-988-5470 **Email:** Team-SanDiego@eplus.com	
Etairos Corp (1620249) 7177 Brockton Ave Suite 330 Riverside, California 92506 United States	**Contact:** Edwin Chun **Phone:** 408-219-0875 **Fax:** **Email:** ed.chun@etairosglobal.com	
EVOTEK (962832) 6150 Lusk Blvd b204 San Diego, California 92121 United States	**Contact:** Shawn Jenkins **Phone:** 760-717-8772 **Fax:** **Email:** sjenkins@evotek.com	MBE, MALE, HIS
Exemplifai LLC (1357615) 2653 Waverley Street Palo Alto, California 94301 United States	**Contact:** Sunil **Phone:** 617-233-7510 **Fax:** **Email:** sunil@exemplifi.io	MICRO, MBE, AFR, MALE
Experis (1359590) 3101 Zinfandel Dr. Ste. 240 Rancho Cordova, California 95670 United States	**Contact:** Tanya Rosado **Phone:** 916-995-9073 **Fax:** **Email:** tanya.rosado@experis.com	
Faith Group LLC (1302969) 3101 S. Hanley Rd St. Louis, Missouri 63143 United States	**Contact:** Keniya Moore **Phone:** 314-881-8374 **Fax:** **Email:** keniya.moore@faithgroupllc.com	
Fingent Corp (1442470) 235 Mamaroneck Ave, Suite #301 White Plains, NY 10 White Plains, New York 10605 United States	**Contact:** RFP Team **Phone:** 914-615-9170 **Fax:** **Email:** rfp@fingent.com	
Furniture Reuse Solutions (963007) 5166 Whitman Way Suite 312 Carlsbad, California 92008 United States	**Contact:** Megan Aichner **Phone:** 442-200-1069 **Fax:** 442-200-1107 **Email:** mdraper@furniture-rs.com	CADIR, FEM, DTSe
GHD Services Inc. (1357620) 2055 Niagara Falls Boulevard Suite 3 Niagara Falls Niagara, New York 14304 United States	**Contact:** Miriam Angela De Leon **Phone:** 171-629-7615 **Fax:** **Email:** miriamangela.deleon@ghd.com	

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10660 Silicon Avenue Unit H
Montclair, California 91763
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DGS, HIS, DTSg

Higher Digital Inc. (1435490) 1775 Tysons Blvd - 5th Floor Tysons, Virginia 22102 United States	**Contact:** Wayne Bovier **Phone:** 833-344-4437 **Fax:** **Email:** wayne@higher.digital	
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Huron Consulting Group (1046987) 550 W. Van Buren Street Chicago, Illinois 60607 United States	**Contact:** Derek Luther **Phone:** 980-225-2369 **Fax:** **Email:** dluther@hcg.com	
iBridge Cloud Technologies, Inc. (1185392) 2851 Gold Tailings Court Rancho Cordova, California 95670 United States	**Contact:** Patrick Harrington **Phone:** 415-902-0057 **Fax:** **Email:** pat@farmgpu.com	
Imagine Media Group, LLC. (964066) 265-1/2 Broadway Chula Vista, California 91910 United States	**Contact:** Ed Arguelles **Phone:** 619-407-4180 **ext.** 212 **Fax:** **Email:** ed@imaginemediagroup.com	CADIR, DGS, MALE, ASI
INTELLECTYX, INC (1359510) 600 17th Street 2800 South Denver, Colorado 80202 United States	**Contact:** Raj Joseph **Phone:** 720-360-0686 **Fax:** **Email:** rfp@intellectyx.com	WBE
Intersect Technology Institute, Inc. DBA:ITI Cabling, Inc (961914) 1200 Escondido Blvd Escondido, California 92025 United States	**Contact:** John Dunham **Phone:** 858-776-8924 **Fax:** **Email:** jdunham@iticabling.com	CADIR
INTRATEK COMPUTER INC (1357692) 9950 Irvine Center Dr Irvine, California 92618 United States	**Contact:** KIMMY WHEELER **Phone:** 949-334-4200 **ext.** 4222 **Fax:** 949-334-4255 **Email:** quotes@intrapc.com	
ISN Global Enterprises (1513260) PO Box 1391 Claremont, California 91711 United States	**Contact:** Joe Bartucca **Phone:** 909-670-0601 **Fax:** **Email:** sales@isnglobal.com	
IXP Corporation (1661974) 150 College Road West Suite 200 Princeton, New Jersey 08540 United States	**Contact:** Mike Underwood **Phone:** 609-759-5096 **Fax:** **Email:** munderwood@ixpcorp.com	CAU, MALE
J.D. DISPATCH 365 (1334559) 2252 Bliss Cir OCEANSIDE, California 92056 United States	**Contact:** Jose Ivan Hernandez **Phone:** 760-536-2917 **Fax:** 760-303-7303 **Email:** JDHERNANDEZLLC@JDDISPATCH365.COM	FSD, DBE, MBE, HIS, MALE, MICRO, VSBE

Jade Global Ltd (1043418) 1731 Technology Dr, Suite 350 San Jose, California 95510 United States	**Contact:** Lakshay Malhotra **Phone:** 123-456-7890 **Fax:** **Email:** lakshay.malhotra@jadeglobal.com	
JH TECH Inc (1587429) 3558 Camino Arena Carlsbad, California 92009 United States	**Contact:** Jay Haripriyan **Phone:** 858-353-5203 **Fax:** **Email:** jay@jhtech-inc.com	MBE, WBE, DGS, FEM, DTSe
Johnson Commercial Solutions (1258580) 7009 South Jordan Rd Centennial, Colorado 80112 United States	**Contact:** David Doyle **Phone:** 858-361-7700 **Fax:** **Email:** ddoyle@johnson-united.com	
JPMorgan Chase & Co. (1058172) 383 Madison Ave New York, New York 10017 United States	**Contact:** Campbell Parks **Phone:** 949-400-5612 **Fax:** **Email:** campbell.m.parks@jpmorgan.com	
Judco LLC (1659336) 1991 lemonwood lane Vista, California 92081 United States	**Contact:** Zak Pescar **Phone:** 760-484-1274 **Fax:** **Email:** zpescar@judcoelectronics.com	CAU, MALE, CADIR
KNC Strategic Services (963030) 701 Palomar Road Suite 300 Suite 300 Carlsbad, California 92011 United States	**Contact:** Kelly Kendall **Phone:** 833-562-7700 **ext.** 700 **Fax:** **Email:** kelly.kendall@kncss.com	DGS, DVBE, MICRO, MALE, CAU
Knowledge Transfer Consulting Services, Inc. (1721933) 1715 Yankee Doodle Rd. Suite 202 Eagan, Minnesota 55121 United States	**Contact:** Gary L Gwaltney **Phone:** 651-905-3729 **Fax:** **Email:** gary.gwaltney@knowledgetransferinc.com	VSBE, FSD, FEM, CAU
Launchpad Careers, Inc. (1042294) PO BOX 52470 Irvine, California 92619-2470 United States	**Contact:** Melissa Jankans **Phone:** 760-712-6339 **Fax:** **Email:** mjankans@launchpadco.com	DTSg, DTSe
M & Technology Group LLC (1100663) 32 Waterworks Way Irvine, California 92618 United States	**Contact:** Susan Woolf **Phone:** 951-970-5864 **Fax:** **Email:** susan.woolf@circlemsp.com	
Malani Consulting and Omni Sourcing Inc (1024169) 5178 MOWRY AVE STE 155 FREMONT, California 94538 United States	**Contact:** VIKRAM MALANI **Phone:** 310-779-2762 **Fax:** **Email:** vmalani@malani.co	MBE, MALE, VSBE, ASI

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DVBE, MBE, DBE, DGS, MICRO, FSD, AFR, MALE

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CAU, MALE

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Portand, Oregon 97215
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OXALIS SOLUTIONS LLC (1354744)
205 Keller ST STE 102
Petaluma, California 94952
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Pacific Alliance Capital, dba WCT (1503003)
27141 Aliso Creek Road #215
Aliso Viejo, California 92656
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Contact: Carmen Armendariz
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Fax: 949-360-9037
Email: carmen@wct.com

VSBE, DTSe, DTSg

Pegasus Cleanroom Services (1125184)
7966 Arjons Dr. Ste A/B
San Diego, California 92126
United States

Contact: Brett Tyrrell
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Fax: 858-444-2297
Email: btyrrell@pegasusclean.com

WBE, HIS, DTSg

Real-Time Ready Captions, LLC (962472)
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9095 Rio San Diego
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Contact: Natalia Getman
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23159, LINWOOD MANOR PLACE
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CADIR

Salesforce (1042436)
Salesforce Tower 415 MISSION STREET 3RD FL
SAN FRANCISCO CA 94105
San Francisco, California 94105
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MALE, OTH

SAWA AMANA & JAHA INC (1035322)
921 Gold Coast CT
Fairfield, California 94533-1672
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Contact: Robert Garlington
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MBE, DGS, MICRO, AFR, MALE

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Shabdika LLC (964396) 10980 IVY HILL DRIVE 2 SAN DIEGO, California 92131 United States	**Contact:** Gubba, Karuna **Phone:** 510-972-4428 **Fax:** **Email:** shabdikallc@gmail.com	MBE, WBE, FEM, VSBE, ASI
Simpson & Simpson Management Consulting, Inc. (1018007) 501 W. Broadway, Ste A #140 San Diego, California 92101 United States	**Contact:** Matt Henkelmann **Phone:** 323-304-8254 **Fax:** **Email:** info@ssmci.net	FEM, CAU
Skyecast (962391) 13918 Carriage Road Poway, California 92064 United States	**Contact:** Eric Gilmore **Phone:** 858-946-0357 **Fax:** 858-946-0339 **Email:** egilmore@skyecast.com	CAU, FEM
SpearMC Consulting, Inc. (962449) 5020 Franklin Drive Suite 100 Pleasanton, California 94588 United States	**Contact:** Marcus Bode **Phone:** 415-509-1151 **Fax:** **Email:** mbode@spearmc.com	DGS
Stellar Agency (1440072) 21515 Hawthorne Blvd Torrance, California 90503 United States	**Contact:** Martin Pedersen **Phone:** 310-567-9500 **Fax:** **Email:** martin@stellaragency.com	DGS, OTH, MALE
Sullivan Moving & Storage, Inc. (1552844) 5704 Copley Drive San Diego, California 92111 United States	**Contact:** Tami Levinson **Phone:** 800-284-6683 **Fax:** **Email:** non-hhg-leads@cmscompanies.com	
TALOSYS (962406) 4445 Eastgate Mall Suite 200 San Diego, California 92121 United States	**Contact:** Ruby Sarda **Phone:** 855-940-4449 **Fax:** **Email:** ruby@talosys.io	DGS, MICRO

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AFR, MALE

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TRACC Ventures LLC (1454425)
401 Broadway Ste 113
Tacoma, Washington 98402
United States

Contact: Ranaysa Malcolm
Phone: 206-504-3299
Fax:
Email: support@traccventures.com

Trace3 (970242)
7565 Irvine Center Drive, Suite 200
Irvine, California 92618
United States

Contact: Chad Williams
Phone: 619-756-5062
Fax:
Email: kgryniewicz@trace3.com

Traction Sales and Marketing Inc. (1042484)
2700 Production Way Suite 500
Burnaby, British Columbia, V5A0C2
Canada

Contact: Jenny Brawn
Phone: 16043137610
Fax:
Email: jbrawn@tractionondemand.com

Two Men And A Truck San Diego (1432337)
9245 Farnham St, San Diego, CA 92123
San Diego, California 92123
United States

Contact: Gaby
Phone: 858-877-2100 **ext.** 203
Fax:
Email: gabym0332@twomen.com

OTH, MALE

Unlimited Telecom Inc (1228321)
2481 E. Orangethorpe Ave
Fullerton, California 92831
United States

Contact: Carlos De Andas, RCDD
Phone: 714-886-6045 **ext.** 1024
Fax:
Email: Cdeandas@unlimitedtelecom.net

CADIR, MBE, DBE, DGS, MICRO, CUC, HIS, MALE

Vantage Technology Consulting Group (1392501)
201 Continental Blvd Suite 120
El Segundo, California 90245
United States

Contact: Jennifer Horito
Phone: 310-536-7676
Fax:
Email: jenniferhorito@vantagetcg.com

Vasquez & Company LLP (1540330)
655 N. Central Avenue Suite 1550
Glendale, California 91203
United States

Contact: Roger A. Martinez
Phone: 213-873-1703
Fax: 213-873-1777
Email: proposals@vasquezcpa.com

MBE

VasSecCo (1297104)
7755 Center Ave Fl 11
Huntington Beach, California 92647-3007
United States

Contact: John Vasquez
Phone: 657-215-8889
Fax:
Email: bids@vassec.co

DGS, DVBE, MICRO, MBE, VSBE, HIS, MALE

Visions Management (1258200)
881 Grant Ave. Unit B
Novato, California 94945
United States

Contact: Amt Garber
Phone: 415-693-8870
Fax:
Email: amy@visionsmgmt.com

WBE

Zencon Group Inc (1451800)
116 Village Blvd Ste 200
Princeton, New Jersey 08540
United States

Contact: Dinesh Sivasankaran
Phone: 212-381-9910
Fax:
Email: govt@zencongroup.com

MBE

04/20/2026 9:54 AM (PDT) 5 vendors notified

using Criteria **Category:**
1 - Trade Journals
541520 - Information Technology Consulting Services
484240 - Moving Services

Blue Chip Mobility (1772099)
13525 Crenshaw Blvd
Hawthorne, California 90250
United States

Contact: Amberly McDowell
Phone: 424-376-2109
Fax:
Email: amberly@bluechipmoving.com

DVBE, CAU, MALE, MICRO

Chipman Relocation & Logistics (1770160)
2001 Crow Canyon Rd.
San Ramon, California 94583
United States

Contact: Todd Messerle
Phone: 972-824-9778
Fax:
Email: tmesserle@chipmanrelo.com

Higher Digital (1773540)
1775 Tysons Blvd 5th Floor
Tysons, Virginia 22102
United States

Contact: Daniel Kuffer
Phone: 833-344-4437
Fax:
Email: proposals@higher.digital

VSBE

King Moving & Storage (1770617)
13535 Larwin Circle
Santa Fe Springs, California 90670
United States

Contact: Danae Eskildsen
Phone: 800-854-3679 **ext.** 183
Fax:
Email: deskildsen@kingofficeusa.com

pw@northstarmoving.com (1771282)
19401 Business Center Dr Northridge, CA 91324
Los Angeles, California 91324
United States

Contact: Ram Katalan
Phone: 800-275-7767
Fax:
Email: pw@northstarmoving.com

04/20/2026 9:55 AM (PDT) No vendors notified

using Criteria Category:

1 - Trade Journals
541520 - Information Technology Consulting Services
484240 - Moving Services

Prospective Bidders

18 Prospective Bidders

Vendor	Contact	Vendor Type	Status	Classification
Blue Chip Mobility (3207505) 13525 Crenshaw Blvd Hawthorne, California 90250 United States	**Contact:** Amberly McDowell **Phone:** 424-376-2109 **Fax:** **Email:** amberly@bluechipmoving.com	DVBE, CAU, MALE, MICRO	Bidder	Prime
CBSI (3202823) 1825 Gillespie Way Suite 203 El Cajon, California 92020 United States	**Contact:** David Suter **Phone:** 619-992-4565 **Fax:** **Email:** davidsuter@cbsisandiego.com	DGS, DVBE, CADIR, MICRO	Non-Bidder, no communications	Prime
Chipman Relocation & Logistics (3203992) 2001 Crow Canyon Rd. San Ramon, California 94583 United States	**Contact:** Todd Messerle **Phone:** 972-824-9778 **Fax:** **Email:** tmesserle@chipmanrelo.com		Bidder	Prime
Corovan (3202773) 12302 Kerran Street Poway, California 92064 United States	**Contact:** Max Schmitz **Phone:** 858-335-3682 **Fax:** **Email:** mschmitz@corovan.com		Bidder	Prime
Crown Movers (3202844) 4550 Wineville Ave Mira Loma, California 91752 United States	**Contact:** Loretta Bell **Phone:** 408-204-7173 **Fax:** **Email:** Loretta.bell@crownwms.com	CADIR	Bidder	Prime
Duke McGinnis Consulting (3205766) 3 Flower Lane, Valley Cottage, NY 12018 newyork, California 12018 United States	**Contact:** Duke McGinnis **Phone:** 201-360-1113 **Fax:** **Email:** dukemcginnis99@gmail.com		Bidder	Subcontractor
Elite Relocation Services, LLC (3203529) 2350 Orchard View Ln Escondido, California 92027 United States	**Contact:** Tom Michalski **Phone:** 858-848-1801 **ext.** 103 **Fax:** 858-275-6426 **Email:** juan@eliterelocationsd.com	CADIR, DGS, CAU, MALE	Bidder	Prime
Floral Park Consulting LLC (3205606) 30, Irving Ave Floral Park, New York 11001 United States	**Contact:** Jack Brownes **Phone:** 8200122199 **Fax:** **Email:** jackbrownes32@gmail.com		Bidder	Other
GovGuide (3203930) 1916 N Dinwiddie St. Arlington, Virginia 22207 United States	**Contact:** Connor Fusselman **Phone:** 407-619-6738 **Fax:** **Email:** rfp@yourgovguide.com		Bidder	Other
Higher Digital (3210556) 1775 Tysons Blvd 5th Floor Tysons, Virginia 22102 United States	**Contact:** Daniel Kuffer **Phone:** 833-344-4437 **Fax:** **Email:** proposals@higher.digital	VSBE	Non-Bidder, no communications	Prime

JH TECH Inc (3204934) 3558 Camino Arena Carlsbad, California 92009 United States	**Contact:** Jay Haripriyan **Phone:** 858-353-5203 **Fax:** **Email:** jay@jhtech-inc.com	MBE, WBE, DGS, FEM, DTSe	Bidder	Subcontractor
King Moving & Storage (3204925) 13535 Larwin Circle Santa Fe Springs, California 90670 United States	**Contact:** Danae Eskildsen **Phone:** 800-854-3679 **ext.** 183 **Fax:** **Email:** deskildsen@kingofficeusa.com		Bidder	Prime
MEK Enterprises, Inc (3222836) 2191 Main Street San Diego, California 92113 United States	**Contact:** Grant Sawyer **Phone:** 619-527-0957 **ext.** 201 **Fax:** 619-527-0975 **Email:** estimating@4mek.com	DGS, MICRO	Bidder	Prime
NCS Moving Services (3202806) 7307 Edgewater Drive Ste D Oakland, California 94621 United States	**Contact:** Venessa Dixon **Phone:** 510-923-1968 **Fax:** **Email:** venessa@ncsmoving.com	DGS, FSD, MICRO, MBE, CADIR, HIS, MALE	Bidder	Prime
Penn Corporate Relocation Services (3211823) 1515 West Mable Street Anaheim, California 92802 United States	**Contact:** Ulises Flores **Phone:** 714-808-9300 **Fax:** **Email:** ulises.flores@pennservices.net	CADIR	Bidder	Subcontractor
pw@northstarmoving.com (3206110) 19401 Business Center Dr Northridge, CA 91324 Los Angeles, California 91324 United States	**Contact:** Ram Katalan **Phone:** 800-275-7767 **Fax:** **Email:** pw@northstarmoving.com		Bidder	Prime
Sullivan Moving & Storage, Inc. (3202845) 5704 Copley Drive San Diego, California 92111 United States	**Contact:** Tami Levinson **Phone:** 800-284-6683 **Fax:** **Email:** non-hhg-leads@cmscompanies.com		Bidder	Prime
Two Men And A Truck San Diego (3203164) 9245 Farnham St, San Diego, CA 92123 San Diego, California 92123 United States	**Contact:** Gaby **Phone:** 858-877-2100 **ext.** 203 **Fax:** **Email:** gabym0332@twomen.com	OTH, MALE	Bidder	Prime

Addenda

Apr 20, 2026 Addendum 1 Addendum 1 and Q and A Set 1

Addendum 1 and Q and A Set 1 has been released for this solicitation.

Addendum 1 - RFP 07-26 Move Management Services Bid Documents.docx
Addendum 1 - RFP 07-26 Move Management Services.docx

Released Questions

Set 1

1.1 Submitted 04/10/2026 8:29 AM (PDT) Hi Kim, just a quick FYI as I download the Move Mgmt Svcs files. Plan...

Vendor Sullivan Moving & Storage, Inc.

Question Hi Kim, just a quick FYI as I download the Move Mgmt Svcs files. PlanetBids states a due date of 5/4/26 at 11:00 a.m. while the RFP document states Friday, May 1, 2026 at 11:00 a.m. Please advise and thank you in advance.

Answer See Addendum #1.

Submission

Bidder Details

Vendor Name	Elite Relocation Services, LLC
Address	2350 Orchard View Ln Escondido, California 92027 United States
Respondee	Tom Michalski
Respondee Title	CEO
Phone	858-688-1334
Email	tom@eliterelocationsd.com
Vendor Type	CADIR, DGS, CAU, MALE
License #	
CADIR	

Submission Detail

Submission Format	Electronic
Submitted	04/30/2026 8:51 PM (PDT)
Delivery Method	Electronic / PDF / 8:15PM / 4-30-2026
Responsive	Yes
Submission Status	Submitted
Confirmation #	484321
Ranking	0

Respondee Comment

Elite values our partnership with MiraCosta and our deep understanding of your campus culture. Each year, our team focuses on strengthening these relationships and refining our operational knowledge to ensure maximum efficiency and a seamless experience for your staff.

We look forward to the opportunity to partner with you again.

Buyer Comment

Attachments

File Title	File Name	File Type
MiraCosta - Cost File.pdf	MiraCosta - Cost File.pdf	Cost File
Elite Cover Letter MiraCosta 2026.pdf	Elite Cover Letter MiraCosta 2026.pdf	Cover Letter / Introduction
MiraCosta - Company Information Qualifications and Signatory.pdf	MiraCosta - Company Information Qualifications and Signatory.pdf	Company Information, Qualifications, and Signatory Page
MiraCosta - Technical Capabilities and Firm Experience.pdf	MiraCosta - Technical Capabilities and Firm Experience.pdf	Technical Capabilities and Firm Experience
MiraCosta - Methodology and Implementation.pdf	MiraCosta - Methodology and Implementation.pdf	Methodology and Project Implementation
MiraCosta - Non-Collusion RFP.pdf	MiraCosta - Non-Collusion RFP.pdf	Non-Collusion Affidavit
MiraCosta - Coop Util Clause RFP.pdf	MiraCosta - Coop Util Clause RFP.pdf	Cooperative Utilization Clause and Agreement
MiraCosta - RFP References.pdf	MiraCosta - RFP References.pdf	References
MiraCosta - Aggreement to Terms RFP.pdf	MiraCosta - Aggreement to Terms RFP.pdf	Agreement to Terms and Conditions
MiraCosta Deliverables.pdf	MiraCosta Deliverables.pdf	Sample Deliverables
MiraCosta - Presentation Final 2026-Complete.pdf	MiraCosta - Presentation Final 2026-Complete.pdf	Sample Deliverables

BAFO

Bidder Details

Vendor Name	Blue Chip Mobility
Address	13525 Crenshaw Blvd Hawthorne, California 90250 United States
Respondee	Amberly McDowell
Respondee Title	VP
Phone	424-376-2109
Email	amberly@bluechipmoving.com
Vendor Type	DVBE, CAU, MALE, MICRO
License #	
CADIR	

Submission Detail

Submission Format	Electronic
Submitted	05/01/2026 9:56 AM (PDT)
Delivery Method	
Responsive	No
Submission Status	Submitted
Confirmation #	484383
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Blue_Chip_Mobility_Cost_Proposal_RFP07-26.xlsx	Blue_Chip_Mobility_Cost_Proposal_RFP07-26.xlsx	Cost File
Blue_Chip_Mobility_Cover_Letter_RFP07-26.docx	Blue_Chip_Mobility_Cover_Letter_RFP07-26.docx	Cover Le Introduct
Blue_Chip_Mobility_Cursive_Signature_RFP07-26.docx	Blue_Chip_Mobility_Cursive_Signature_RFP07-26.docx	Company Informat Qualifica and Signa Page
Blue_Chip_Mobility_Technical_Capabilities_Firm_Experience_RFP07-26.docx	Blue_Chip_Mobility_Technical_Capabilities_Firm_Experience_RFP07-26.docx	Technical Capabilit Firm Experien
Blue_Chip_Mobility_Methodology_Project_Implementation_RFP07-26.docx	Blue_Chip_Mobility_Methodology_Project_Implementation_RFP07-26.docx	Methodc and Proje Impleme
Blue_Chip_Mobility_Non_Collusion_Affidavit_RFP07-26.docx	Blue_Chip_Mobility_Non_Collusion_Affidavit_RFP07-26.docx	Non-Coll Affidavit
Blue_Chip_Mobility_Cooperative_Utilization_Agreement_RFP07-26.docx	Blue_Chip_Mobility_Cooperative_Utilization_Agreement_RFP07-26.docx	Cooperat Utilizatio Clause ar Agreeme
Blue_Chip_Mobility_References_RFP07-26.docx	Blue_Chip_Mobility_References_RFP07-26.docx	Referenc
Blue_Chip_Mobility_Agreement_Terms_Conditions_RFP07-26.docx	Blue_Chip_Mobility_Agreement_Terms_Conditions_RFP07-26.docx	Agreeme Terms an Conditior
Blue_Chip_Mobility_Sample_Deliverables_RFP07-26.docx	Blue_Chip_Mobility_Sample_Deliverables_RFP07-26.docx	Sample Deliverat
		Sample Deliverat

Bidder Details

Vendor Name	NCS Moving Services
Address	7307 Edgewater Drive Ste D Oakland, California 94621 United States
Respondee	Venessa Dixon
Respondee Title	COO
Phone	415-994-0340
Email	venessa@ncsmoving.com
Vendor Type	DGS, FSD, MICRO, MBE, CADIR, HIS, MALE
License #	
CADIR	

Submission Detail

Submission Format	Electronic
Submitted	05/04/2026 10:53 AM (PDT)
Delivery Method	
Responsive	Yes
Submission Status	Submitted
Confirmation #	484584
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
NCS_RFP07-26_CostFile (4).pdf	NCS_RFP07-26_CostFile (4).pdf	Cost File
NCS_RFP07-26_CoverLetter.pdf	NCS_RFP07-26_CoverLetter.pdf	Cover Letter / Introduction
NCS_RFP07-26_CompanyInfo_Letter.pdf	NCS_RFP07-26_CompanyInfo_Letter.pdf	Company Information, Qualifications, and Signatory Page
NCS_RFP07-26_TechCapabilities.pdf	NCS_RFP07-26_TechCapabilities.pdf	Technical Capabilities and Firm Experience
NCS_RFP07-26_Methodology.pdf	NCS_RFP07-26_Methodology.pdf	Methodology and Project Implementation
NCS_RFP07-26_NonCollusion.pdf	NCS_RFP07-26_NonCollusion.pdf	Non-Collusion Affidavit
NCS_RFP07-26_CooperativeUtilization (1).pdf	NCS_RFP07-26_CooperativeUtilization (1).pdf	Cooperative Utilization Clause and Agreement
NCS_RFP07-26_References.pdf	NCS_RFP07-26_References.pdf	References
NCS_RFP07-26_AgreementToTerms.pdf	NCS_RFP07-26_AgreementToTerms.pdf	Agreement to Terms and Conditions
NCS_RFP07-26_SampleDeliverables.pdf	NCS_RFP07-26_SampleDeliverables.pdf	Sample Deliverables
Washington Move Guide.pdf	Washington Move Guide.pdf	Sample Deliverables

Bidder Details

Vendor Name	Sullivan Moving & Storage, Inc.
Address	5704 Copley Drive San Diego, California 92111 United States
Respondee	Aron Fleck
Respondee Title	Director of Commercial Sales
Phone	858-224-5489
Email	AFleck@MesaMoving.com
Vendor Type	
License #	
CADIR	

Submission Detail

Submission Format	Electronic
Submitted	05/04/2026 9:48 AM (PDT)
Delivery Method	PlanetBids, May 4, 2026 at 9:48 a.m.
Responsive	Yes
Submission Status	Submitted
Confirmation #	484508
Ranking	0

Respondee Comment

Good Morning Kim,

Thank you for the opportunity to do business with MiraCosta College. Attached please find Sullivan Moving & Storage's proposal for RFP 07-26, Move Management Services.

Please take a moment to acknowledge receipt.

Should you have any questions, please do not hesitate to contact me at 858.244.5489 or by email.

We look forward to serving you and MiraCosta College,

Aron

Buyer Comment

Attachments

File Title	File Name	File Type
1_SullivanMoving_RFP07-26_Cost File.pdf	1_SullivanMoving_RFP07-26_Cost File.pdf	Cost File
2_SullivanMoving_RFP07-26_CoverLetter.pdf	2_SullivanMoving_RFP07-26_CoverLetter.pdf	Cover Letter / Introduction
3_SullivanMoving_RFP07-26_Company Info_Qual_Signatory.pdf	3_SullivanMoving_RFP07-26_Company Info_Qual_Signatory.pdf	Company Information, Qualifications, and Signatory Page
4_SullivanMoving_RFP07-26_Technical Capabilities-Experience.pdf	4_SullivanMoving_RFP07-26_Technical Capabilities-Experience.pdf	Technical Capabilities and Firm Experience
5_SullivanMoving_RFP07-26_Methodology Project Implementation.pdf	5_SullivanMoving_RFP07-26_Methodology Project Implementation.pdf	Methodology and Project Implementation
6_SullivanMoving_RFP07-26_Non-Collusion Affidavit.pdf	6_SullivanMoving_RFP07-26_Non-Collusion Affidavit.pdf	Non-Collusion Affidavit
7_SullivanMoving_RFP07-26_Coop Untilization Agreement.pdf	7_SullivanMoving_RFP07-26_Coop Untilization Agreement.pdf	Cooperative Utilization Clause and Agreement
8_SullivanMoving_RFP07-26_References.pdf	8_SullivanMoving_RFP07-26_References.pdf	References
9_SullivanMoving_RFP07-26_Agreement to Terms Conditions.pdf	9_SullivanMoving_RFP07-26_Agreement to Terms Conditions.pdf	Agreement to Terms and Conditions
10_SullivanMoving_RFP07-26_Sample Deliverables-Mandatory.pdf	10_SullivanMoving_RFP07-26_Sample Deliverables-Mandatory.pdf	Sample Deliverables
11_SullivanMoving_RFP07-26_Sample Deliverables-Additional.pdf	11_SullivanMoving_RFP07-26_Sample Deliverables-Additional.pdf	Sample Deliverables
		BAFO

Bidder Details

Vendor Name	Penn Corporate Relocation Services
Address	1515 West Mable Street Anaheim, California 92802 United States
Respondee	Priscilla Jackson
Respondee Title	Corporate Secretary/Administrative Manager
Phone	714-808-9300
Email	priscilla.jackson@pennservices.net
Vendor Type	CADIR
License #	1131128
CADIR	

Submission Detail

Submission Format	Electronic
Submitted	05/01/2026 4:58 PM (PDT)
Delivery Method	
Responsive	Yes
Submission Status	Submitted
Confirmation #	484515
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Cost File and Additionl Price List - Penn.pdf	Cost File and Additionl Price List - Penn.pdf	Cost File
MiraCosta Cover Letter.pdf	MiraCosta Cover Letter.pdf	Cover Letter / Introduction
Company Info-Qualifications-Signatory Page - Penn.pdf	Company Info-Qualifications-Signatory Page - Penn.pdf	Company Information, Qualifications, and Signatory Page
Technical Capabilities and Experience - Penn.pdf	Technical Capabilities and Experience - Penn.pdf	Technical Capabilities and Firm Experience
Methodology and Implementation - Penn.pdf	Methodology and Implementation - Penn.pdf	Methodology and Project Implementation
Non-Collusion Affidavit - Penn.pdf	Non-Collusion Affidavit - Penn.pdf	Non-Collusion Affidavit
Cooperative Utilization Clause and Agreement - Penn.pdf	Cooperative Utilization Clause and Agreement - Penn.pdf	Cooperative Utilization Clause and Agreement
References - Penn.pdf	References - Penn.pdf	References
Agreement to Terms and Conditions - Penn.pdf	Agreement to Terms and Conditions - Penn.pdf	Agreement to Terms and Conditions
Deliverable Samples - Penn.pdf	Deliverable Samples - Penn.pdf	Sample Deliverables
Move Instructions - 2026.pdf	Move Instructions - 2026.pdf	Sample Deliverables
		BAFO

Email History

April 20, 2026 9:54 AM (PDT) Solicitation File Recalled: Recalled Solicitation File(s) for Move Management Services (RFP #07-26)

To: Corovan (mschmitz@corovan.com), NCS Moving Services (venessa@ncsmoving.com), CBSI (davidsuter@cbsisandiego.com), Crown Movers (Loretta.bell@crownwms.com), Sullivan Moving & Storage, Inc. (non-hhg-leads@cmscompanies.com), Two Men And A Truck San Diego (gabym0332@twomen.com), Elite Relocation Services, LLC (juan@eliterelocationsd.com), GovGuide (rfp@yourgovguide.com), Chipman Relocation & Logistics (tmesserle@chipmanrelo.com), King Moving & Storage (deskildsen@kingofficeusa.com), JH TECH Inc (jay@jhtech-inc.com), Floral Park Consulting LLC (jackbrownes32@gmail.com), Duke McGinnis Consulting (dukemcginnis99@gmail.com), pw@northstarmoving.com (pw@northstarmoving.com), Blue Chip Mobility (amberly@bluechipmoving.com), Higher Digital (proposals@higher.digital)

This is a notification that one or more files for Move Management Services (RFP #07-26), with a submission due date of May 04, 2026 11:00 AM (Pacific) have been recalled.

Recalled file(s):
RFP Document (RFP 07-26 Move Management Services Bid Documents.pdf)

Please visit the solicitation details for more information.

April 20, 2026 9:54 AM (PDT)
Addenda: Addendum Issued for Move Management Services (RFP #07-26), with a submission due date of May 04, 2026 11:00 AM (Pacific)

To: Corovan (mschmitz@corovan.com), NCS Moving Services (venessa@ncsmoving.com), CBSI (davidsuter@cbsisandiego.com), Crown Movers (Loretta.bell@crownwms.com), Sullivan Moving & Storage, Inc. (non-hhg-leads@cmscompanies.com), Two Men And A Truck San Diego (gabym0332@twomen.com), Elite Relocation Services, LLC (juan@eliterelocationsd.com), GovGuide (rfp@yourgovguide.com), Chipman Relocation & Logistics (tmesserle@chipmanrelo.com), King Moving & Storage (deskildsen@kingofficeusa.com), JH TECH Inc (jay@jhtech-inc.com), Floral Park Consulting LLC (jackbrownes32@gmail.com), Duke McGinnis Consulting (dukemcginnis99@gmail.com), pw@northstarmoving.com (pw@northstarmoving.com), Blue Chip Mobility (amberly@bluechipmoving.com), Higher Digital (proposals@higher.digital)

This is a notification that a new addendum has been issued for Move Management Services (RFP #07-26), with a submission due date of May 04, 2026 11:00 AM (Pacific).

April 20, 2026 9:54 AM (PDT) Solicitation Edit: Notice of Solicitation Update for Move Management Services (RFP #07-26)

To: Corovan (mschmitz@corovan.com), NCS Moving Services (venessa@ncsmoving.com), CBSI (davidsuter@cbsisandiego.com), Crown Movers (Loretta.bell@crownwms.com), Sullivan Moving & Storage, Inc. (non-hhg-leads@cmscompanies.com), Two Men And A Truck San Diego (gabym0332@twomen.com), Elite Relocation Services, LLC (juan@eliterelocationsd.com), GovGuide (rfp@yourgovguide.com), Chipman Relocation & Logistics (tmesserle@chipmanrelo.com), King Moving & Storage (deskildsen@kingofficeusa.com), JH TECH Inc (jay@jhtech-inc.com), Floral Park Consulting LLC (jackbrownes32@gmail.com), Duke McGinnis Consulting (dukemcginnis99@gmail.com), pw@northstarmoving.com (pw@northstarmoving.com), Blue Chip Mobility (amberly@bluechipmoving.com), Higher Digital (proposals@higher.digital)

This is a notification pertaining to Move Management Services (RFP #07-26), with a submission due date of May 04, 2026 11:00 AM (Pacific).

A change has been made to the solicitation.

Addendum 1 has been released.

Please visit the solicitation details for more information.

Addendum 1 - RFP 07-26 Move Management Services Bid Documents.docx
Addendum 1 - RFP 07-26 Move Management Services.docx

April 27, 2026 8:11 AM (PDT) Solicitation Closing Reminder: Solicitation Closing Reminder for Move Management Services (RFP #07-26)

To: Corovan (mschmitz@corovan.com), NCS Moving Services (venessa@ncsmoving.com), CBSI (davidsuter@cbsisandiego.com), Crown Movers (Loretta.bell@crownwms.com), Sullivan Moving & Storage, Inc. (non-hhg-leads@cmscompanies.com), Two Men And A Truck San Diego (gabym0332@twomen.com), Elite Relocation Services, LLC (juan@eliterelocationsd.com), GovGuide (rfp@yourgovguide.com), Chipman Relocation & Logistics (tmesserle@chipmanrelo.com), King Moving & Storage (deskildsen@kingofficeusa.com), JH TECH Inc (jay@jhtech-inc.com), Floral Park Consulting LLC (jackbrownes32@gmail.com), Duke McGinnis Consulting (dukemcginnis99@gmail.com), pw@northstarmoving.com (pw@northstarmoving.com), Blue Chip Mobility (amberly@bluechipmoving.com), Higher Digital (proposals@higher.digital), Penn Corporate Relocation Services (ulises.flores@pennservices.net)

This is a reminder that all submissions for Move Management Services (RFP #07-26) are due on May 04, 2026 11:00 AM (Pacific).

All submissions must be received prior to solicitation closing. If you wish to edit a submission you have until solicitation closing to do so. Please visit the solicitation details for more information.

If you do not intend to submit, please update your prospective bidder status to non-bidder by clicking on the "My PB Profile" button on the Prospective Bidders tab.

May 01, 2026 5:30 AM (PDT) Solicitation Closing Reminder: Bid Closing Reminder for Move Management Services (RFP #07-26)

To: Elite Relocation Services, LLC (juan@eliterelocationsd.com), MEK Enterprises, Inc (estimating@4mek.com), Corovan (mschmitz@corovan.com), CBSI (davidsuter@cbsisandiego.com), Crown Movers (Loretta.bell@crownwms.com), NCS Moving Services (venessa@ncsmoving.com), GovGuide (rfp@yourgovguide.com), Two Men And A Truck San Diego (gabym0332@twomen.com), Duke McGinnis Consulting (dukemcginnis99@gmail.com), Sullivan Moving & Storage, Inc. (non-hhg-leads@cmscompanies.com), JH TECH Inc (jay@jhtech-inc.com), Floral Park Consulting LLC (jackbrownes32@gmail.com), Chipman Relocation & Logistics (tmesserle@chipmanrelo.com), King Moving & Storage (deskildsen@kingofficeusa.com), pw@northstarmoving.com (pw@northstarmoving.com), Blue Chip Mobility (amberly@bluechipmoving.com), Higher Digital (proposals@higher.digital), Penn Corporate Relocation Services (ulises.flores@pennservices.net)

This is a reminder that all bids for Move Management Services (RFP #07-26) are due on May 4, 2026 11:00 AM (Pacific).

All bids must be received prior to bid closing. If you wish to edit a submitted bid you have until bid closing to do so. Please visit the bid details for more information.

If you do not intend to bid, please update your prospective bidder status to non-bidder by clicking on the "My PB Profile" button on the Prospective Bidders tab.

MASTER SERVICES AGREEMENT FOR MOVE SERVICES

This Master Services Agreement ("Agreement") is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California ("District) and **Elite Relocation Services, LLC** ("Contractor"). District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

WHEREAS, in or about April 2026, the District issued a Request for Proposals ("RFP") requesting proposals from qualified firms to provide Move Services, including Move Project Management and Planning Services, Physical Move Services, and ITS Smart Hands Services;

WHEREAS, the Contractor submitted a response to the RFP ("Proposal"); by this reference, the Proposal is incorporated herein;

WHEREAS, the Contractor is engaged in the business of providing Move Services and has the capability and capacity to perform the Move Services contemplated under this Agreement;

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services described in this Agreement, is properly licensed or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

WHEREAS, the District desires to engage Contractor for the purpose of performing the Services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Services to be provided by Contractor. Contractor shall perform the services for the District as set forth in this Agreement and in the attached Exhibit A, which is fully incorporated into this Agreement by this reference (collectively "Services"), and in accordance with the terms and conditions in this Agreement. Contractor agrees to perform the Services consistent with the professional skill and care of Contractor's profession and in compliance with all applicable laws and regulations. All of Contractor's activities will be at its own risk and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor's employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor's employees, agents, consultants, or subcontractors from the District's facilities upon the District's instruction, as determined by the District in its sole discretion, for any or no reason. Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services

2. Project Assignment Amendment ("PAA").

a. **Authorization of Services.** Services under this Agreement shall be performed on an as-needed basis and only upon authorization by the District through a Project Assignment Amendment ("PAA"). No Services shall be performed, and no compensation shall be due, unless authorized by an executed PAA.

b. **Authorization of Services.** Services under this Agreement shall be performed on an as-needed basis and only upon authorization by the District through a Project Assignment Amendment ("PAA"). No Services shall be performed, and no compensation shall be due, unless authorized by an executed PAA.

c. **Scope of Services.** Each PAA shall define the specific scope of Services to be performed, which may include any combination of Move Project Management and Planning Services, Physical Move Services, ITS Smart Hands Services, or other related services required by the District.
d. **PAA Requirements.** Each PAA shall include, as applicable, a description of the Services, project schedule, compensation, and any project-specific requirements or conditions. In the event the District requests proposals from multiple contractors, the District reserves the right to select the contractor and issue a PAA based on its evaluation and in its sole discretion.
e. **District Discretion.** The District may, in its sole discretion, issue a PAA directly to the Contractor or request that the Contractor submit a proposal for specific Services.

3. Time is of the Essence. Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement. Contractor shall promptly notify the District of any expected delay in the performance of Services.

4. Term. This Agreement will begin and will be completed by the dates specified in Exhibit A. Completion of the Services, including all deliverables as described in Exhibit A, must be made to the satisfaction of the District.

5. Compensation. The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in Exhibit A.

6. Licenses and Permits. Contractor and all of Contractor's employees, agents, consultants, and subcontractors, will secure and maintain in force throughout the term of this Agreement all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.

7. Taxes. Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.

8. Expenses and Equipment. Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

9. Travel Expenses. All travel, lodging, and meal per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Contractor under the terms of the Agreement will be reviewed against the District's Employee Travel Policy. Current United States GSA Domestic Per Diem Rates (the "Rates") for meals are available at: https://www.gsa.gov/travel/. Current IRS mileage reimbursements rates are available at: https://www.irs.gov/tax-professionals/standard-mileage-rates. No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy and hotel rooms other than standard will not be reimbursed. Lodging charges are for reasonable, single occupancy, standard room rates. Lodging charges in excess of standard room rates will not be reimbursed.

10. Independent Contractor. In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

11. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to COVID-19, or other viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements, including those related to preventing exposure to COVID-19, at all times. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment ("PPE"), and other workplace standards that apply to preventing occupational exposure to COVID-19 or other viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold District harmless from any claims, demands, or liabilities (including attorneys' fees and costs), brought by Contractor's employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District's facilities or performing Services for the District, including exposure to COVID-19 or other viral or bacterial agents, or in any way arising out of or related to being present or performing services at District's property. Contractor, its employees, and/or its subcontractors will, at all times, comply with the District's COVID-19 protocols while at any of the District's property locations: http://miracosta.edu/contractor-covid-protocols

12. Termination. District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or prior to the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services. The Agreement shall immediately terminate if Contractor or District's funding, licenses, accreditations, or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Contractor or District by any accreditation or regulatory agency.

13. Ownership of Work Product. The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the Services, including any intellectual property, systems, materials, documents, or other work product performed, produced, or created under this Agreement or related to the Services (collectively "Work Product"). Contractor assigns to District any and all rights Contractor could have, may have, or does have, in the Work Product, and District shall have all right, title, and

interest in the Work Product, including the right to secure and maintain the copyright, trademark, and patent of the Work Product. The District shall be permitted, in its sole discretion, to reproduce, distribute, modify, and use the Work Product in any manner desired. Contactor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.

14. Limitation of Liability. The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement.

15. Indemnification and Hold Harmless. To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys' fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury, damages or injuries/illnesses, including COVID-19, wrongful death, contractual liability, infringement of a third party's intellectual property rights, or damage to property ("Claim"), arising from or related to any act or omission of Contractor or its employees, officers, consultants, agents, subcontractors, or volunteers, except the extent that a Claim is caused by the District's gross negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.

16. Insurance. Contractor must procure and maintain during the term of the Agreement, and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

a. Commercial General Liability Insurance. Commercial General Liability insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);

b. Commercial Automobile Liability Insurance. Commercial Automobile Liability insurance with limits not less than $1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.

c. Workers' Compensation and Employers' Liability Insurance. In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than $1,000,000 per occurrence (accident) and $1,000,000 per employee (disease).

d. Professional Liability Insurance. Professional Liability insurance with limits not less than $1,000,000 each claim and $2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractors employees, agents, consultants, or subcontractors.

e. Proof of Insurance and Insurance Terms. Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds. Endorsement should be made out as follows:

> MiraCosta Community College District and its trustees, officers, agents, employees, volunteers, and students ("Additional Insureds")

Attention: Justin Crast, Risk Manager
1 Barnard Drive
Oceanside, California 92056

Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

17. Confidential Information. Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors may have access to private and confidential information in the District's possession, custody, or control, including but not limited to private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless otherwise required by law. Contractor will immediately notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.

18. Disabled Accessibility and Electronic and Information Technologies. Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement. Contractor and any of its agents, consultants, and subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

19. Non-Discrimination. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military

status or any other category protected by law. Contractor agrees to require like compliance by all hired agents, consultants, and subcontractors.

20. Complaints and Investigations. Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

22. Audit. Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

23. Registration for Public Works. If Contractor is performing a public work, as defined by California Labor Code Section 1720, Contractor must comply with all applicable rules and regulations, including adhering to the requirements of California Labor Code Section 1725.5 (Department of Industrial Relations Contractor Registration), as a prerequisite to performing any Services under this Agreement.

24. Advertising. Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

25. Notice. All notices required or permitted to be given under this Agreement by either Party to the other, shall be deemed to have been given, served, and received, if given in writing and either personally delivered or deposited in the Unites States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:
Mina Hernandez
Director, Purchasing, Contracts & Material Management
MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056

For Contractor:
Contact information as referenced in Exhibit A

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

26. Non-Waiver. The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

28. Conflict of Interest and Prohibited Interests. The District reserves the right, to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate any Contractor or Contractor employee, if any such conflict is discovered.

29. Governing Law. This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

30. Force Majeure. Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, such as COVID-19, or other events that are outside of a Party's reasonable control, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during a force majeure event.

31. Disputes. Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

32. Mediation; Arbitration. The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

33. Successors; No Assignment. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.

34. Entire Agreement. This Agreement and its Exhibits constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit or other attachment to this Agreement or other documents related to the Services, the provisions of the body of this Agreement shall prevail.

35. Recitals. The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.

36. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

37. Authority. Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the dates set forth below.

"DISTRICT" **MIRACOSTA COMMUNITY COLLEGE DISTRICT**	**"CONTRACTOR"** **ELITE RELOCATION SERVICES, LLC**
Signature:_____	**Signature:**_____
Name: Elba Gomez	**Name:** Tom Michalski
Title: Vice President, Administrative Services	**Title:** CEO
Date: _____	**Date:** _____

EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION

Contractor:
Elite Relocation Services, LLC
Tom Michalski, CEO
2057 Aldergrove Ave.
Escondido, CA 92029
858-688-1334
tom@eliterelationsd.com

Physical Move District Point of Contact:
Tom Macias, Director of Facilities
Oceanside Campus: MiraCosta College, 1 Barnard Drive, Oceanside, CA 92056
760-795-6691
tmacias@miracosta.edu

ITS Smart Hands Move District Point of Contact:
Shanon Macintyre, Director, Technology Support Services
Oceanside Campus: MiraCosta College, 1 Barnard Drive, Oceanside, CA 92056
760-795-6731
smacintyre@miracosta.edu

Agreement Period:
Start Date: 7/1/2026
End Date: 6/30/2029

Scope of Work - Description of Services and Deliverables:
See Move Management Services RFP #07-26 and Exhibit B – Contractors Proposal

Rate and Method of Payment:
See Exhibit C – Contractor's Cost File

Payment and Compensation Terms:
Invoices. Contractor will submit monthly invoices to District's Point of Contact with supportive documentation that evidences the services and work that Contractor performed and all costs or expenses set forth in the invoice. District will pay Contractor all undisputed amounts owed within 30 days of the District's receipt of the invoice from the Contractor.
Additional Services. The Parties agree the District will not pay Contractor for any additional services performed without the District's prior written approval for those additional services.

PROJECT ASSIGNMENT AMENDMENT
EXHIBIT A TO MASTER SERVICES AGREEMENT FOR MOVE SERVICES

This Project Assignment Amendment ("PAA") is entered by and between MiraCosta Community College District and _____ ("Contractor") as of Click here to enter a date. and is issued pursuant to the Master Services Agreement for Move Services ("Agreement") between the parties.

WHEREAS, the District and Contractor entered into a Master Services Agreement for Move Services ("Agreement"), pursuant to which the Contractor may perform services on an as-needed basis as authorized by the District;

WHEREAS, the District intends to utilize this Agreement as a master services agreement under which specific Services may be authorized on an as-needed basis through Project Assignment Amendments ("PAA");

NOW THEREFORE, the District and Contractor agree as follows:

1. Services. The Services under this PAA include (check all that apply):

   ☐ Move Project Management Services and Planning Services

   ☐ Physical Move Services

   ☐ ITS Smart Hands Services

2. Scope of Services. The Contractor shall perform the Services described in the Contractor's proposal #_____ _____ dated Click here to enter a date. which is incorporated herein by this reference, in accordance with the selected service categories identified in Section 1 of this PAA.
   Note: In the event of any conflict between the Contractor's proposal and the terms of this PAA or the Agreement, the terms of this PAA and the Agreement shall govern.

3. Schedule and Locations The Services shall be performed in accordance with the Contractor's proposal referenced in Section 2 of this PAA, as summarized below:
   Project Name: _____

   Start Date: Click here to enter a date. Project Duration (Calendar Days):_____

   Move From Location (Campus and or Room): _____

   Move To Location (Campus and or Room): _____

4. Compensation. The payment due to the Contractor for Services performed under this PAA shall be as follows:

   ☐ **Lump Sum**: A fixed price of _____ Dollars ($_____). inclusive of all costs.

   ☐ **Time and Materials.** Compensation based on personnel time and materials in accordance with the Contractor's approved rate schedule, with a not-to-exceed amount of _____ Dollars ($_____).

   No additional compensation shall be paid unless authorized in writing by the District.

"DISTRICT" **MIRACOSTA COMMUNITY COLLEGE DISTRICT**	**"CONTRACTOR"** **LEGAL ENTITY NAME**
Signature:_____	**Signature:**_____
Name: Elba Gomez	**Name:** Name of Legal Authorized Signer
Title: Vice President, Administrative Services	**Title:** Title of Legal Authorized Signer
Date: _____	**Date:** _____

"Workplace Moves Made Easy"

Presentation for MiraCosta College

Elite Relocation Services, LLC
2057 Aldergrove Ave, Escondido, CA 92029
www.eliterelocationsd.com
858-688-1334

Tom Michalski (Primary Contact)
CEO , tom@elitereloationsd.com
Elite Relocation Services, LLC
858-688-1334

Re: Proposal Submission – Move Management Services RFP #07-26

Dear Evaluation Committee,

Elite Relocation Services is pleased to submit our proposal in response to your request. We appreciate the opportunity to support your organization with comprehensive relocation services and are confident in our ability to deliver efficient, organized, and high-quality solutions tailored to your needs.

Elite Relocation Services brings over 25 years of experience in the commercial relocation industry, serving clients throughout Southern California. Our expertise spans a wide range of environments, including office spaces, school campuses, laboratories, technology facilities, furniture installations, and warehousing operations.

With a dedicated workforce of 74 experienced employees, supported by a fleet of 12 bobtail trucks and 3 tractors, Elite is fully equipped to manage projects of any size or complexity. We specialize in delivering seamless relocations—from single-day moves to large, multi-phase campus transitions—while minimizing disruption to daily operations.

Our proposal includes the following service categories:

- Move Project Management and Planning Services
- Physical Move Services
- ITS Smart Hands Services

Elite has extensive experience supporting educational institutions and complex campus environments, including MiraCosta College and multiple Southern California school districts. For this engagement, we will provide a dedicated team already familiar with campus operations and trained to work closely with your ITS Smart Hands Technical Services team.

Daniel Gilbert and Toni Ireland will serve as Senior Project Managers and will oversee all phases of the project. They will assign a consistent, hand-selected crew from our W-2 employees—many of whom have prior experience working at MiraCosta College. This approach ensures continuity, efficiency, and a deep understanding of project requirements.

Our proven methodology emphasizes detailed planning, clear communication, and flexible execution. By deploying specialized teams and maintaining a consistent workforce, we significantly reduce downtime—particularly for mission-critical environments—allowing staff to remain focused on their core responsibilities.

This proposal shall remain valid for a period of not less than one hundred eighty (180) days from the Proposal Opening Date.

Sincerely,
Thomas Michalski
Tom Michalski
CEO
Elite Relocation Services, CEO

About Elite Relocation Services

Elite Relocation Services brings over **25 years of experience** in the commercial relocation industry, serving clients throughout **Southern California**. Our expertise spans a wide range of environments, including **office spaces, school campuses, laboratories, technology facilities, furniture installations, warehousing, and more**.

With a dedicated team of **74 experienced employees**, supported by **12 bobtail trucks and 4 tractors**, Elite is fully equipped to handle projects of any size or complexity. Our specialized moving teams are trained to execute commercial relocations efficiently—whether it's a **single-day move** or a **large, multi-phase project**.

We are committed to delivering an **exceptional customer experience** when relocating offices, school campuses, labs, production facilities, or warehouse operations. Elite embraces change and understands the importance of being **flexible, efficient, and responsive** to our clients' needs. Our goal is to allow our customers to stay focused on their **day-to-day operations** while we handle the logistics.

Elite Relocation Services prioritizes minimizing downtime—especially for mission-critical facilities such as **MiraCosta operations**—helping our clients save time and money while ensuring a smooth transition into their new space.

Our History / Profile

- Elite has over 23+ Years of experience in the Commercial Relocation industry.
- Elite's experience covers a wide range of environments such as Offices, School Campus', Labs, Technology, Furniture, Warehousing, and much more.
- 74 Elite Employees, 12 Bobtails, 3 Tractors
- **Elite's notable clients include:**
  - **MiraCosta College**
  - **San Diego Unified (Prevailing Wage, PLA/PSA)**
  - **Cal State San Marcos**
  - **Southwestern College**
  - **Solana Beach School District (Prevailing Wage)**
  - **San Dieguito School District**
  - **Del Mar Unified School District**
  - **Grossmont High School District**
  - **Grossmont/Cuyamaca Community College District**
  - General Atomics (Corporate and Aeronautical)
  - Northrop Grumman
  - Pfizer (Largest Lab Move in Southern Cal 2026)
  - Neurocrine (Largest Lab Move in So Cal 2025)
  - SCRIPPS RESEARCH INSTITUTE

Elite Relocation Capacity

Elite Relocation will provide a customized team of employees who are already familiar with working at MiraCosta College. All Elite personnel assigned to this project will be specifically trained working on a campus setting and working with Shannon and her staff from ITS Smart Hands Technical Services Team.

Our extensive experience with large-scale move planning for campuses, then executing the relocations demonstrates that deploying a dedicated, specialized team significantly minimizes downtime for MiraCosta Staff. For this project, Elite will assign a consistent team dedicated exclusively to MiraCosta, ensuring continuity, efficiency, and a thorough understanding of project requirements.

Crew sizes will fluctuate based on projects but will be clearly identified and established in advance. All supervisors have been selected, and Daniel will serve as Senior Project Manager for all relocations. Daniel will hand-select a dedicated crew from Elite's 74 W-2 employees, all of whom have prior experience working on campus at MiraCosta College and will scutinize the success of the ITS Smart Hands team. This dedicated approach fosters efficiency, consistency, and seamless execution throughout all relocations.

Elite is located 10 miles from Campus

Relocation Staff

Tom Michalski (CEO, Account Satisfaction Manager)

- Tom has 23+ Years of experience with relocation projects.
- Tom has managed the largest biotech lab move in southern California (2 Million).
- Tom is a University of Connecticut graduate – Business Management, International Business and Finance.
- Tom goes above and beyond to ensure the needs of all clients have been met at the highest level.
- “Client satisfaction and ensuring a positive experience is my top priority.”

Daniel Gilbert (COO / Move Planning / Project Manager)

- Daniel has over 23+ years of experience in the moving industry.
- Daniel **KNOWS AND UNDERSTANDS MIRACOSTA CAMPUS AND CULTURE**
- Daniel has Planned over 200 projects
- Daniel has extensive experience in office relocation, lab relocation, warehouse relocation, rigging, tech services, logistics and much more.
- Daniel is highly recognized in the industry for always completing the job on time and on budget no matter the obstacles or hurdles.
- Daniel plays an essential role in team executions and will work directly with MiraCosta College to ensure we exceed expectations.
- Daniel’s knowledge and leadership is key in directing our operations team.

Move Planning Staff

Toni Ireland
Design & Relocation Manager

Toni Ireland

- Pre-move planning - Work with Department Heads and Move Captains to develop/communicate the relocation plan and relocation schedule
- Workplan development and dissemination
- Destination Signage to include floor plans, way finding for movers, office and cubicle numbers, etc.
- End user Communication and Training (Elite Team will Develop Training Video's)
- Move-Day Management
- Toni has 30+ years experience planning & coordinating large corporate relocations of up to 3,000 employees managing Furniture, Structured Cabling, Telecommunications, AV & Security and the physical relocation.
- Toni works with general contractors and architectural/design firms and acts as the client conduit to communicate and answer time sensitive questions.
- Toni is dedicated to developing sustainable practices by reusing boxes, donating unwanted furniture to non-profit organizations, recycling always striving to avoid the landfill.
- Toni has planned and executed moves on MiraCosta campuses for the last 2 Years including Smart Hands

Project Management and Coordination

Toni Ireland
Design & Relocation Manager

Project Management and Coordination

Toni shall deliver comprehensive project management and coordination services to ensure the successful planning, execution, and completion of all relocation activities. Our structured approach emphasizes clear communication, proactive planning, and disciplined execution to minimize disruption and maintain operational continuity for the District. **Toni has performed this for the MiraCosta for the last 2 years.**

Project Leadership and Accountability
Toni and Daniel will designate a dedicated Project Manager who will be responsible for all phases of the move. This individual will provide end-to-end oversight, including on-site supervision during execution, ensuring all activities are performed in accordance with project requirements, timelines, and quality standards. The Project Manager will serve as the single point of accountability for Elite's team.

Primary Liaison and Communication Management
Toni will act as the primary liaison between Elite personnel and the District Project Lead. This role will ensure clear, consistent, and timely communication across all stakeholders. Regular status updates, coordination meetings, and reporting protocols will be established to maintain alignment and transparency throughout the project lifecycle.

Project Management and Coordination

Toni Ireland
Design & Relocation Manager

Coordination with District Representatives
All project activities will be closely coordinated with District representatives under the direction of the District Project Lead. Toni will ensure that all scheduling, access requirements, and operational considerations are aligned with District priorities, minimizing disruption to ongoing operations and ensuring compliance with site-specific protocols.

Move Planning and Scheduling
Toni will develop and maintain a comprehensive, detailed move schedule that outlines all tasks, dependencies, milestones, and resource allocations. This schedule will be continuously monitored and updated as needed to reflect project progress, changes in scope, or unforeseen conditions. Critical path activities will be closely managed to ensure timely project delivery.

Proactive Issue Management and Risk Mitigation
Toni will implement proven strategies to identify, assess, and mitigate risks before they impact project execution. This includes pre-move planning sessions, contingency planning, and real-time issue resolution during move activities. Post-move evaluations will also be conducted to address any outstanding concerns and ensure complete project closure. Our proactive approach ensures that potential challenges are addressed early, reducing delays and maintaining project momentum.

Relocation Staff

Nick Agulto (Supervisor, PM, Installer)

Experience with MiraCosta sites/culture

- Nick has 17+ Years of experience in relocation projects.
- Nick has supervised multiple projects on all MiraCosta campuses
- Nick has managed thousands of projects encompassing school/campus, lab and office relocations.
- Nick is an expert in the logistics of office and lab relocation and specializes in client communication.
- Nicks has extensive experience with a wide range of lab equipment such as Centrifuges, BSC's, Mass Spectrometers, Custom Robotics, Incubators, specialty Refrigerators and Freezers and more.

Thomas Allison (Supervisor, PM, Installer)

Experience with MiraCosta sites/culture

- Thomas has 20+ years of experience in the moving industry.
- Thomas has conducted multiple projects on all MiraCosta campuses
- Thomas' experience includes school/campus, lab and office and warehouse relocations as well as furniture installation, tech services (computer disconnect/reconnect), logistics and more.
- Thomas' impressive management includes two $100,000 relocation accounts in the last year.
- Thomas' experience has overseen the relocations of 500+ companies.

Relocation Staff

Jose Magana (Supervisor, PM, Installer)

Experience with MiraCosta sites/culture

- Jose has 20+ Years of experience in relocation projects.
- Jose has supervised multiple projects on all MiraCosta campuses
- Jose has managed thousands of projects encompassing school/campus, lab and office relocations.
- Jose is an expert in the logistics of office and lab relocation and specializes in client communication.
- Jose has extensive experience with a wide range of company equipment, such as: Centrifuges, BSC's, Mass Spectrometers, Custom Robotics, Incubators, specialty Refrigerators and Freezers and more.

Elite Employee Training

At Elite Relocation, high-skill training and a commitment to staff development are core to our company values. All employees undergo extensive drug and background screenings, and we are fully proficient in managing LCP Tracker, Prevailing Wage Guidelines, and Certified Payroll. I have attached our hiring practices for your review.

Our team completes in-depth Relocation Training Courses, providing specialized expertise in:

- Moving Safety
- Beginning Moving (Levels 1-10)
- Computer Disconnect/Reconnect (Smart Hands Technical Services Training)
- Installation (Steelcase, Herman Miller, Knoll, Haworth, KI, HON, etc.)
- Laboratory, Warehouse, and Data Center Moving
- Specialty Equipment
- Planning and Project Management (Training Levels 1-5)

We look forward to demonstrating how our rigorous training standards can benefit your upcoming projects.

Client Training

At Elite Relocation Services, we believe that thorough preparation is key to a successful move. To support your team, Toni, Tom, and Daniel will provide customized video training, a detailed PDF guide outlining all requirements, and onsite training sessions to answer any questions.

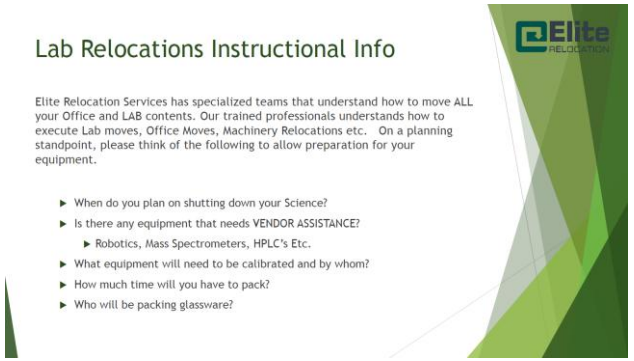
We find that communicating across multiple platforms—video, written, and in-person—is the most effective way to prevent mistakes. Please find examples of our previous video training for lab and school moves below:

Lab Move Video

https://youtu.be/-HKjxl7WuhQ

School Move Video

https://youtu.be/PzStSLsldFs



Services

- Move Consulting
- Office Relocation
- Education (Campus)
- Computer Disconnect/Reconnect Services (ITS Smart Hands Technical Services)
- Lab Relocation
- Furniture Services
- Server Relocation
- Office Furniture Decom/Liquidate/Recycle
- Rigging
- Logistic Transport To Locations Around The Globe
- Commercial Storage

Furniture Services

Elite Installers are Certified on all Furniture manufacturers and experts on more

Modular Furniture Manufacturers our Installers are certified on

- Herman Miller
- Haworth
- Knoll
- KI
- There are more…..

Other Area’s of Expertise

- Cabinetry
- Racking and Shelving
- White Boards / Glass Boards
- Gym Equipment
- Library Shelving

Computer Disconnect Reconnect Services

ITS Smart Hands Technical Services

95% of Companies use Elite's Disconnect/Reconnect Services

- General Atomics (Complex Government Computers with Sensitive Data)
- Northrop Grumman (Complex Government Computers with Sensitive Data)
- LPL Financial (Sensitive Data)
- LYTX
- Neurocrine
- Pfizer
- Vertex
- Qualcomm
- Shoreline
- EcoATM
- Takeda
- Sorrento Therapeutics
- Arrowhead Pharmaceuticals

Cable Management Example

LYTX - 320 Computers (One Project) Disconnect/Reconnect Services

ITS Smart Hands Technical Services

Overview

Elite Relocation Services will deliver ITS Smart Hands Technical Services strictly in accordance with authorized Project Assignment Amendments (PAA). Our approach is designed to ensure the efficient, organized, and accurate disconnection, relocation support, and reconnection of District technology assets while maintaining strict adherence to all District policies, security requirements, and operational standards.

Our team specializes in high-volume, detail-oriented workstation deployments and relocations, ensuring every asset is handled with precision, accountability, and consistency.

ITS Smart Hands Technical Services

Technical Scope & Service Boundaries

Elite Relocation will provide services limited to physical installation and connectivity verification, including:

- Physical disconnection, transport support, and reconnection of all workstation technology
- Verification that power is active and network connectivity is available
- Coordination with the District ITS Point of Contact when connectivity is not active

We will strictly adhere to the following boundaries:

- No login to District systems or devices
- No system configuration, software installation, or network modifications unless explicitly authorized
- No interaction with District data or backend infrastructure
- No work performed on servers or network systems

Supported equipment includes, but is not limited to:

- Desktop and laptop computers
- Monitors and monitor arms
- Docking stations
- Printers and scanners
- VoIP phones
- Approved specialized equipment as defined in the PAA

ITS Smart Hands Technical Services

Definition of a Fully Functional Workstation

Elite Relocation will ensure each workstation meets the District's definition of "fully functiona

Equipment installed in the correct, designated location

- All devices connected to a surge protector at the workstation
- Cables properly connected, routed, dressed, and secured
- Devices successfully powered on
- Active network connection confirmed
- Workstation ready for end-user login
- Equipment positioned ergonomically for standard user operation

If a workstation does not function as expected after login, the issue will be escalated to District ITS.

ITS Smart Hands Technical Services

Disconnect, Transport & Reconnection Standards

Our standardized process ensures consistency and asset protection throughout the move:

Disconnect

- Systems powered down in accordance with District protocols
- All cables labeled, organized, and bundled appropriately

Transport Support

- Equipment protected using industry-standard materials and handling procedures
- Chain-of-custody maintained throughout movement

Reconnection

- Equipment installed per approved layouts and floor plans
- All cables routed cleanly and safely to avoid hazards or interference

Cable Management Standards

- Use of Velcro ties, cable sleeves, raceways, and clips
- Proper slack provided for monitor and adjustable desk movement
- Surge protectors mounted within desk cable trays
- Strict avoidance zip tie usage, only Velcro ties
- Clean, professional, and uniform workstation appearance

ITS Smart Hands Technical Services

Basic Troubleshooting & Escalation

Elite Relocation will perform only approved basic troubleshooting, including:

- Verification of power connections
- Confirmation of cable integrity and placement
- Validation of network connectivity

Any unresolved issues will be:

- Escalated immediately to the designated District ITS Point of Contact
- Logged in the project issue tracking system
- Managed in accordance with project communication protocols

No system-level diagnostics or troubleshooting will be performed.

ITS Smart Hands Technical Services

Asset Tracking, Inventory & Verification

We implement a rigorous asset control process to ensure full accountability:

- Pre-move inventory of all workstation components
- Asset tagging and tracking from origin to destination
- Verification of correct placement at destination
- Reconciliation of all assets post-move

Documentation includes:

- Pre- and post-move inventory records
- Exception and discrepancy reports
- Chain-of-custody tracking logs

In the event of missing equipment, full documentation will be provided to support resolution.

ITS Smart Hands Technical Services

Elite Relocation maintains strict compliance with all data security requirements:

- No access to District data under any circumstances
- No login to devices or systems
- No interaction with servers or network infrastructure
- Services limited strictly to physical handling and setup

All personnel are trained and held accountable to these standards.

ITS Smart Hands Technical Services

Site Readiness Coordination

Prior to installation, Elite Relocation will verify that all workspaces meet readiness requirements:

- Active data connections
- Available and functioning power
- Installed and positioned furniture
- Installed cable management trays
- Availability of required materials (surge protectors, extensions, etc.)
- Installed monitor arms where applicable

Any deficiencies will be:

- Immediately escalated to the District Project Lead
- Documented and tracked
- Not worked on until approval or direction is provided

ITS Smart Hands Technical Services

Field Coordination & Change Management

Elite Relocation operates with strict adherence to District-led project governance:

- All changes routed through the District Project Lead
- No deviations from approved plans without authorization
- Immediate communication of field conflicts or required adjustments
- Full compliance with project-specific direction and escalation protocols

ITS Smart Hands Technical Services

Site Readiness Coordination

Prior to installation, Elite Relocation will verify that all workspaces meet readiness requirements:

- Active data connections
- Available and functioning power
- Installed and positioned furniture
- Installed cable management trays
- Availability of required materials (surge protectors, extensions, etc.)
- Installed monitor arms where applicable

Any deficiencies will be:

- Immediately escalated to the District Project Lead
- Documented and tracked
- Not worked on until approval or direction is provided

ITS Smart Hands Technical Services

Commitment to Quality & Execution

Elite Relocation brings extensive experience supporting large-scale, high-sensitivity IT relocations. Our Smart Hands services are built on:

- Precision execution
- Clean and professional installations
- Strict compliance with security protocols
- Strong communication and escalation discipline
- Complete asset accountability

We are committed to delivering a seamless, disruption-free experience that ensures every workstation is ready for immediate use while maintaining the highest standards of safety, organization, and professionalism.

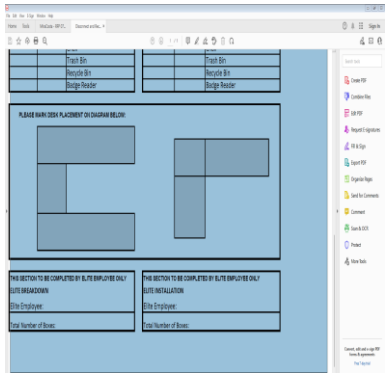
ITS Smart Hands Technical Services

Technology and Computer Handling

- Computers and Monitors are transported in dedicated machine carts and padded, shrink-wrapped gondolas.
- Every monitor is protected with a bubble hood, and all peripherals are placed in antistatic bags.
- Our staff accurately documents all PC setups on pre-specified sheets to ensure every unit is reconnected exactly as noted.
- Technical supervisors conduct a final quality check, reviewing documentation for every setup.

ITS Smart Hands Technical Services

Examples of Equipment and Materials Used:



Sensitive Equipment Relocation

Elite has become the leading life science mover in San Diego, serving clients such as Pfizer, Vertex, Takeda, and Thermo Fisher. Through this experience, we have developed specialized expertise in relocating sensitive laboratory equipment. Moving such assets safely requires a crew with the proper tools and knowledge to protect, transport, and place each item correctly. Our experience includes moving:

- Centrifuges
- Mass Spectrometers
- Tecan Systems
- HPLCs
- Autoclaves

Regarding chemical transport, please note that standard moving companies do not hold the specific licensing required for this service. However, Elite works closely with specialized providers and can recommend two local companies that offer the best value: Violia and ACT. Both are based in North County, and we maintain exceptional working relationships with them to ensure a seamless transition. Please note that chemical transport is billed separately through these providers.

Gym Equipment Relocation

Relocating gym equipment requires a specialized approach. At Elite, we prioritize moving equipment with as little disassembly as possible; however, when pathways are restricted, we handle the necessary breakdown, transfer, and reassembly.

Because many clients require their equipment to be serviced—including belt replacement, calibration, and bushing updates—during a move, Elite has strategically partnered with Fitness Equipment Specialists in North County. We have successfully utilized this partnership for complex projects, such as moving and reconditioning five gyms for General Atomics. For these engagements, Elite manages the transfer and placement, while Fitness Equipment Specialists provides technical teardown assistance and comprehensive servicing.

Our notable gym relocation experience includes:

- General Atomics: Moved, maintained, calibrated, and reconditioned equipment.
- Thermo Fisher: Equipment relocation.

Please note that services provided by Fitness Equipment Specialists will be billed separately.

What to Expect from our Staff

All staff members are required to be in full Elite Relocation uniform during the move

- **All staff members are fully trained and have completed specialized relocation courses.**
  - Elite staff will use custom crates, tubs, speed packs, and any special moving equipment that may be needed.
  - Elite will work safely and efficiently by utilizing dollies and rolling carts for equipment transport.
  - Computers will be transported in machine carts.
  - Masonite, wall boards, corner guards, and all necessary guard equipment will be fully utilized for maximum building protection.
- **Our staff will have certified computer technicians on hand.**
  - Elite staff will accurately record notes (on pre-specified sheets) to correctly document PC setups.
  - Elite will reconnect computers exactly as noted.
  - **Elite staff will place bubble hoods over every equipment monitor.**
    - Moved On Padded, shrink wrapped gondolas.
  - **All Peripherals will be placed in pink antistatic computer bags.**
    - Moved on padded, shrink wrapped gondolas.
  - All computers will be quality checked by technical supervisors (sheets are reviewed for each setup).

Workplan

Pre-Move Planning/Workplan Development

Elite begins the relocation planning process by utilizing the project schedule provided by the general contractor. Our Project Managers serve as the single point of contact, managing the planning, coordination, and execution of all tasks specific to your operational requirements.

To ensure a successful transition, we will:

- Establish a Project Workplan: We interview key resources to determine department-specific criteria and constraints, ensuring a complete understanding of your project goals.
- Monitor the Project Schedule: We identify all project activities, required start and finish dates, and associated resources.
- Develop a Relocation Plan: Our team manages project responsibilities and creates critical documentation, including employee datasheets, migration plans, furniture and equipment inventories, and color-coded floor plans.
- Evaluate Existing Furniture: We provide a "re-use" strategy to determine whether items should be reused, stored, liquidated, donated, recycled, or disposed of.

Workplan

End User Communication / Implementing Workplan / Move Day Management

Elite will plan, manage, and coordinate all aspects of your physical relocation. We will distribute all necessary project information to your vendors and personnel, and provide move training via video/in person and hard copies of the move instructions.

To ensure efficiency and reduce costs, Elite will provide all required wayfinding and signage at the destination. We will also post color-coded floor plans to help the move team quickly navigate the new building and develop a comprehensive protection plan for each facility.

During the relocation, Elite's Move Manager, Toni Ireland, will oversee the physical move of all MiraCosta assets and coordinate any last-minute changes.

Workplan

Results

The result of our collaboration is a migration plan that adheres to the project schedule and meets individual department requirements while maintaining employee productivity and morale.

Elite's proven, battle-tested plan ensures a managed process and a smooth transition that will:

- Eliminate confusion
- Create efficiency
- Enhance productivity
- Minimize employee downtime and disruption
- Support ongoing operations
- Save MiraCosta College money

Move Day Services

Pre-Move Preparation

Before move day, Elite will conduct site visits with the move planning, project management, and supervisor teams. We will sync on timing, path of travel, move expectations, and building protection, as well as verify destination signage and origin labeling.

Move Day Execution

On the day of the move, Toni will arrive ahead of the move team to verify that all boxes and FF&E are labeled correctly and that all wayfinding signage is in place. Toni will also sync with MiraCosta to ensure the schedule is maintained and communicate any potential obstacles.

When the move team arrives, a small crew will apply building protection at both the origin and destination. Our supervisor will identify and document any pre-existing damage to the property before movement begins.

Relocation Process

Elite will relocate all tagged items to their designated locations based on a pre-formulated strategy.

Completion and Post-Move

Once the move is complete, Elite's supervisor will conduct a walkthrough at the origin with Toni and the Project Manager to ensure no items were missed. The team will then perform a final walkthrough at the destination to verify that all tagged FF&E and boxes are placed correctly.

If a MiraCosta representative is available, our planning and PM teams will conduct a joint site visit at the origin and destination to verify the relocation, placement, and identify any potential damage. Final paperwork will be signed by MiraCosta upon completion of these steps.

Toni will schedule post-move support should the need arise.

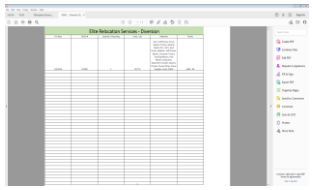
Sustainability Practices

At Elite, we are committed to sustainable moving practices. We encourage and recommend the use of reusable materials, including plastic move crates, O&I boxes, and antistatic computer bags.

When disposing of furniture and other assets, our priority is to liquidate, sell, or donate items. Our process includes:

- Donating to other school districts.
- Donating to organizations in Mexico or other non-profits.
- Organizing liquidators for asset sales.

For items that cannot be sold or donated, we recycle as much as possible. This includes recycling all metals, and we will provide MiraCosta with a tonnage report detailing the amount recycled.



Damage Claims

Elite maintains the lowest claims ratios in the industry. As a testament to our quality, we have performed moves for MiraCosta for five years without a single claim.

In the event that a claim does occur, our process is as follows:

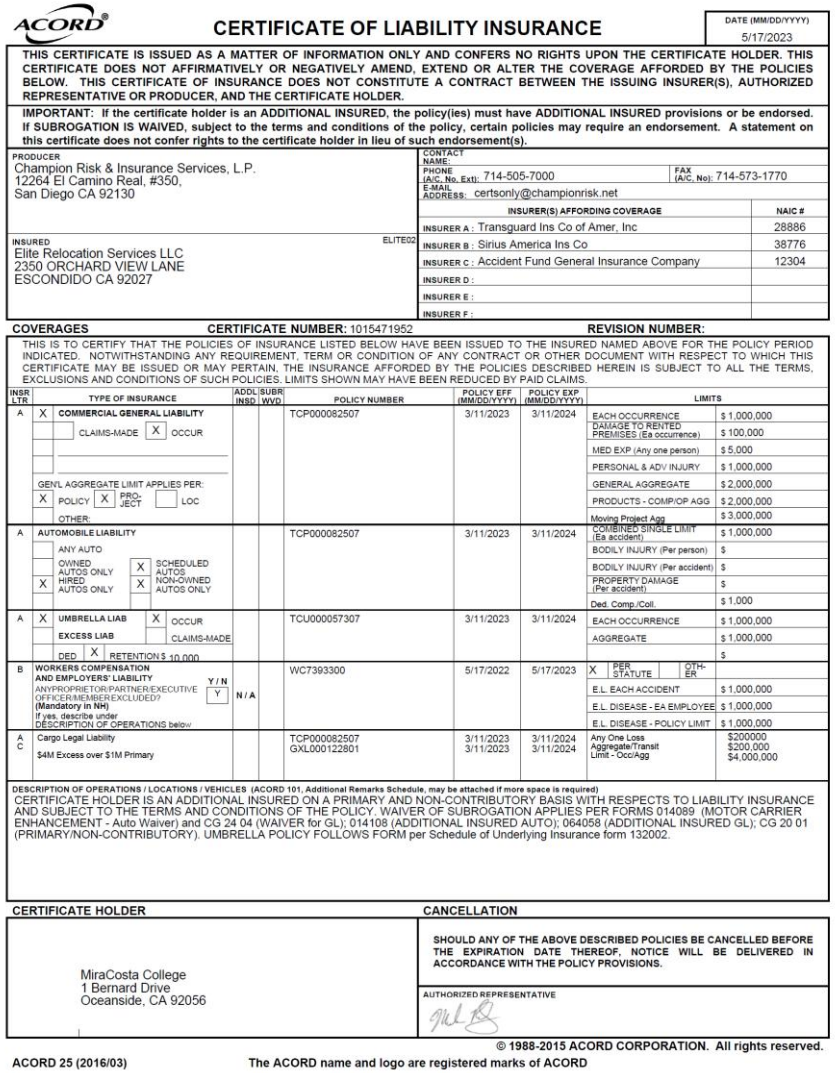
- Filing: Claims must be submitted in writing via email within seven days of the move.
- Inspection: A physical inspection will be conducted within 48 hours of notice.
- Resolution: A decision to repair, replace, or deny the claim will be made within two weeks.
- Repairs: Any necessary repairs will be completed within two weeks of the damage report.

Insurance

See Attached COI

Coverage limits (exceeds most requirements)

- General liability (3 million aggregate)
- 1 million umbrella with an additional 4 million
- Total liability limit is $8 million
- Auto – 1 million
- Workers Compensation - $1 million
- Current COI will be attached seperately



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Champion Risk & Insurance Services, L.P.
12264 El Camino Real, #350,
San Diego CA 92130

CONTACT NAME:
PHONE (A/C, No, Ext): 714-505-7000 FAX (A/C, No): 714-573-1770
E-MAIL ADDRESS: certsonly@championrisk.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transguard Ins Co of Amer, Inc	28886
INSURER B : Sirius America Ins Co	38776
INSURER C : Accident Fund General Insurance Company	12304
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ELITE02
Elite Relocation Services LLC
2350 ORCHARD VIEW LANE
ESCONDIDO CA 92027

COVERAGES CERTIFICATE NUMBER: 1015471952 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			TCP000082507	3/11/2023	3/11/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Moving Project Agg	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			TCP000082507	3/11/2023	3/11/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Ded. Comp./Coll.	$ 1,000,000 $ $ $ $ 1,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			TCU000057307	3/11/2023	3/11/2024	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC7393300	5/17/2022	5/17/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A C	Cargo Legal Liability $4M Excess over $1M Primary			TCP000082507 GXL000122801	3/11/2023 3/11/2023	3/11/2024 3/11/2024	Any One Loss Aggregate/Transit Limit - Occ/Agg	$200000 $200,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS WITH RESPECTS TO LIABILITY INSURANCE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. WAIVER OF SUBROGATION APPLIES PER FORMS 014089 (MOTOR CARRIER ENHANCEMENT - Auto Waiver) and CG 24 04 (WAIVER for GL); 014108 (ADDITIONAL INSURED AUTO); 064058 (ADDITIONAL INSURED GL); CG 20 01 (PRIMARY/NON-CONTRIBUTORY). UMBRELLA POLICY FOLLOWS FORM per Schedule of Underlying Insurance form 132002.

CERTIFICATE HOLDER

MiraCosta College
1 Bernard Drive
Oceanside, CA 92056

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Flexibility

- At Elite, we view every project as a partnership and believe it is imperative that we work together as a team.
- We offer unmatched **onsite flexibility** to navigate unforeseen obstacles and can adjust timelines or crew sizes as needed.
- **Elite is the only company that provides an owner onsite throughout the project. This allows for immediate decision-making without affecting timelines or requiring additional management approvals.**
- Our unique culture of going above and beyond reflects our proven commitment to your satisfaction, no matter the circumstances.

Additonal References

GENERAL ATOMICS

- Elite has moved thousands of employees (over 7,500 Employees in a year).
- All Elite employees are Government screened
- Elite has executed disconnection/reconnection services for all moves.
- Elite has performed lab and production center relocations.
- Elite has completed furniture reconfigurations.
- Rigging.
- Elite has implemented the decommissioning of numerous buildings.

Additional References

- Complex phased project
- Our Project execution included disconnection/reconnection of all computers.
- Migrated 5 Diffefent buildings int a 500,000 Square Foot Building
- Moved 2.5 Billion dollars of assets with no damage.
- Elite completed the project on time and on budget.
- Elite was 100% flexible with all project changes.

Additional References
PETCO

- Elite performed computer disconnect/reconnect services.
- Elite moved warehouse areas.
- Elite executed the decommissioning of buildings.
- Elite placed surplus furniture/items into storage.
- Elite relocated Server Room.

How MiraCosta College will benefit by using Elite Relocation Services

Elite Relocation is pleased to offer our services for your upcoming relocation needs. Having **worked extensively on the MiraCosta campus**, we offer a **comprehensive understanding of the campus layout, technical requirements for ITS Smart Hands**, and the **unique communication and planning culture** of your institution.

Our team is committed to delivering your **move on time and within budget**. We offer several key advantages, including:

- **Efficiency**: We maintain consistent crews to maximize productivity and reduce the total time required for your move.
- **Expertise**: Our staff is proficient in certified payroll and LCP Tracker requirements.
- **Professionalism**: We are known for our punctuality and professional conduct.
- **Seamless Integration**: We are available for all project meetings to ensure clear communication. Our entire staff is prepared to execute moves simultaneously for a streamlined experience.

We look forward to the opportunity **to work with you again**. Please let us know if you have any questions or would like to schedule a meeting.

COMPANY INFORMATION, QUALIFICATIONS, AND SIGNATORY PAGE

This Company Information, Qualifications, and Signatory Page must be completed by each Proposer and executed by an authorized employee of the Proposer.

Company Name: Elite Reloction Services, LLC

Business Address: 2057 Aldergrove Ave, Escondido, CA 92029

Name of Primary Point of Contact (POC) for RFP: Tom Michalski

POC's Direct Telephone Number: 858-688-1334 Fax: 858-275-6426

POC's Email: tom@eliterelocationsd.com Website: www.eliterelocationsd.com

Type of Firm: ☐ Corporation ☑ LLC ☐ Proprietorship ☐ Partnership ☐ Joint Venture

☐ If other, please describe:

Business License Number: NA - Movers do not require a business License

Note: Must be active and in good standing. If not, District will find Bidder non-responsive.

Number of years in business under firm name: NA

Number of years as a provider of this type of services: 30+ Years of experience

Number of years as a provider of services: 30+ Years

State your company/firm name and whether your company is local, regional, national, or international. Include information on any parent, affiliate, and/or subsidiary entities.

Identify the location(s) of the office that will be primarily conducting the work.
2057 Aldergrove Ave, Escondido, CA 92029

Names and titles of all your owners (>10% ownership), officers, principals, responsible managing officers and responsible managing employees:

Name:	Title:	
Tom Michalski	CEO	60%
Daniel Gilbert	COO	40%

Has the firm changed its name within the past 3 years? ☐ YES ☑ NO

If YES, provide former name(s):

Have there been any recent (within the last three years) changes in control/ownership of the firm?

☐ YES ☑ NO If YES, explain:

Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

☐ YES ☑ NO If YES, explain:

State your firm's gross revenues for each of the last three years:
Current Year: $5,300,000
Last Year: $5,200,000
Year before last: $4,900,000

Has your firm ever reorganized under the protection of bankruptcy laws? ☐ YES ☑ NO

If YES, please enter the date of reorganization:_____

Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger or sales of the company) that may affect your firm's ability to perform contractually. Certify that the firm and its principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or declare and explain such status.

_____

_____

Certifications:

☑ Small Business Enterprise (SBE) Certifying Agency: California Department of General Services
Certification Number: 2008733

☐ Minority-Owned Business Enterprise (MBE) Certifying Agency:_____
Certification Number:_____

☐ Woman-Owned Business Enterprise (WBE) Certifying Agency:_____
Certification Number:_____

☐ Disabled Veteran Business Enterprise (DVBE) Certifying Agency:_____
Certification Number:_____

☐ Other Business Enterprise:_____
Certifying Agency:_____ Certification Number:_____

Essential Minimum Qualifications: Any response of a Proposer indicating "not qualified" to the following minimum qualifications criteria will result in rejection of the Proposer's RFQ/P Response for failure to meet minimum qualifications criteria.

1. Proposer has a current Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.
   ☑ Yes ☐ No (not qualified)
2. Proposer has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.
   ☑ Yes ☐ No (not qualified)
3. Proposer is ineligible for award of public works contracts pursuant to Labor Code §1777.1 or 1777.7.
   ☐ Yes (not qualified) ☑ No
4. Has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the Proposer or any predecessor to the Proposer is not a "responsible" bidder?
   ☐ Yes (not qualified) ☑ No
5. At any time during the last ten (10) years, has Proposer or any predecessor to the Proposer been convicted of a crime involving any federal, state, or local law related to a private or public construction project?
   ☐ Yes (not qualified) ☑ No
6. At any time during the last ten (10) years, has the Proposer or any predecessor to the Proposer been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
   ☐ Yes (not qualified) ☑ No
7. Within the past ten (10) years, one or more contract(s) to provide Move Services to which the Proposer was a party to have been terminated for default of the Proposer.
   ☐ Yes (not qualified) ☑ No

8. Within the past ten (10) years, has the Proposer or any predecessor in interest to the Proposer agreed with any public agency, whether by written instrument or verbally, that the Proposer will not submit bids, proposals or other responses to any request of the public agency for bids or proposals relating to Moving Services or other similar services?
   ☐ Yes (not qualified) ☑ No
9. The Proposer is currently registered with the Department of Industrial Relations as a public works contractor pursuant to Labor Code §1725.5 and/or 1771.1.
   ☑ Yes ☐ No (not qualified)

Claims and Disputes

1. Proposer Claims and Disputes. The Proposer is presently engaged in a claim, dispute or other disagreement relating to or arising out of a Moving Services contract in which the Proposer is seeking additional compensation.
   ☐ Yes ☑ No If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.
2. Judgments and Arbitration Awards. Within the past ten (10) years, the Proposer is a party to a judgment entered in a civil proceeding or an arbitration award issued by an arbitrator in a binding arbitration proceeding.
   ☐ Yes ☑ No If "Yes" on a separate attachment, provide details of each such judgment or arbitration award including: (i) parties; (ii) summary of dispute; (iii) summary of judgment or arbitration award.
3. General Liability/Automobile Liability Insurance. Within the past ten (10) have claims been made under the Proposer's general liability insurance policy (whether for personal injury, death, property damage or automobile liability)?
   ☐ Yes ☑ No If "Yes" on a separate attachment, provide details of each such judgment or arbitration award including: (i) parties; (ii) summary of dispute; (iii) summary of judgment or arbitration award.

The undersigned is duly authorized to execute this Company Information, Qualifications, and Signatory Page under penalty of perjury on behalf of the above-identified Proposer. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Company Information, Qualifications, and Signatory Page and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Company Information, Qualifications, and Signatory Page. The undersigned declares and certifies that the responses to this Company Information, Qualifications, and Signatory Page are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Proposer acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed non-responsive and the Proposer will not further participate in the RFQ/P process.

Signature: Thomas Michalski Date: 4/29/2026

Print Name and Title: Tom Michalski, CEO

Phone: 858-688-1334 Email: tom@eliterelocationsd.com

COST FILE

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

The Proposer shall provide pricing for the services offered under this RFP, as applicable to the service categories proposed, in accordance with the structure outlined below.

1. **Scope of Services Proposed.** The Proposer shall indicate all service categories included in this Proposal (check all that apply):
   - ☒ Move Project Management and Planning Services
   - ☒ Physical Move Services
   - ☒ ITS Smart Hands Move Services

2. **Move Project Management and Planning Services Pricing.** If the Proposer is requested to perform Move Services in the form of project management, planning, or coordination services, indicate below the method by which compensation will be calculated:
   - ☒ Fixed price, lump sum amount.
   - Personnel time at the personnel rates subject to a not to exceed amount.

3. **Physical Move Services Pricing**. If the Proposer is requested to complete Move Services that are in the nature of physical moving services indicate below the manner in which compensation for the requested physical move services will be calculated:
   - ☒ Fixed price, lump sum amount.
   - ☐ Personnel time at the personnel rates subject to a not to exceed amount.

4. **Physical Move Additional Costs**. Do the proposed rates for Physical Move Services include all labor, equipment, and materials necessary to complete the services?
   - ☒ Yes
   - ☐ No, additional costs/charges will apply for the following:

     _____

5. **ITS Smart Hands Services Pricing**. If the Proposer is requested to perform ITS Smart Hands services, indicate below the method by which compensation will be calculated:
   - ☒ Fixed price, lump sum amount.
   - ☐ Personnel time at the personnel rates subject to a not to exceed amount.

6. **ITS Smart Hands Additional Costs**. Do the proposed rates for ITS Smart Hands services include all labor, tools, equipment, and materials necessary to complete the services?
   - ☒ Yes
   - ☐ No, additional costs/charges will apply for the following:

     _____

7. **Move Project Management and Planning Services Personnel Rates**. The Proposer shall provide the following hourly rates for personnel performing Move Project Management and Planning Services.

Name	Title/Position	Proposed Hourly Rate		
		Months 1-12	Months 13-24	Months 25-36
Daniel Gilbert	COO, PM, Move Consultant	$185.00	$200.00	$215.00
Toni Ireland	COO, PM, Move Consultant	$185.00	$200.00	$215.00

8. **Physical Move Services Personnel Rates**. The Proposer shall provide the following hourly rates for personnel performing Physical Move Services.

8.1. Straight Time Rates. Provide straight-time hourly rates for personnel performing Physical Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Straight-Time Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$46.00	$47.00	$48.00
Crew Superintendent/Supervisor	$41.00	$42.00	$43.00
Skilled Laborer	$40.00	$41.00	$42.00
General Laborer	$35.00	$36.00	$37.00
Other: Truck and Driver	$75.00	$76.00	$77.00
Other:			

8.2. Overtime Rates. Provide overtime hourly rates (for work exceeding eight (8) hours per day) for personnel performing Physical Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Overtime Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$69.00	$70.00	$71.00
Crew Superintendent/Supervisor	$61.50	$62.50	$63.50
Skilled Laborer	$60.00	$61.00	$62.00
General Laborer	$52.50	$53.50	$54.50
Other: Truck and Driver	$100.00	$101.00	$102.00
Other:			

8.3. Sunday/Holiday Rates. Provide hourly rates for personnel performing Physical Move Services on Sundays or District-recognized holidays that are not subject to prevailing wage requirements.

Title/Position	Proposed Sunday/Holiday Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$92.00	$93.00	$94.00
Crew Superintendent/Supervisor	$82.00	$83.00	$84.00
Skilled Laborer	$80.00	$81.00	$82.00
General Laborer	$70.00	$70.00	$70.00
Other: Truck and Driver	$120.00	$121.00	$122.00
Other:			

9. **Physical Move Prevailing Wage Rate Move Services**. If the Move Services require utilization of labor subject to prevailing wage rates, complete the following:

☐ Charges for prevailing wage rate labor will be limited to the prevailing wage rate without mark-up.

☑ Charges for prevailing wage rate labor will be subject to a mark-up of 28 % of the prevailing wage rate.

10. **Equipment and Materials Rates**. The Proposer shall provide the following rates for materials and equipment used to support Physical Move Services.

Item	Proposed Cost Rates		
	Months 1-12	Months 13-24	Months 25-36
Cardboard Boxes, New, to purchase (including delivery)	$2.75	$2.75	$2.75
Cardboard Boxes, Used, to purchase (including delivery)	$1.75	$1.75	$1.75

Item	Proposed Cost Rates		
	Months 1-12	Months 13-24	Months 25-36
Cardboard Boxes, New, included in Move Proposal Cost for temporary use (min. of 60 day loan), including delivery and pickup	$3.25 Per Box	$3.25 Per Box	$3.25 Per Box
Reusable Packing Containers, included in Move Proposal Cost for temporary use (min of 60 day loan), including delivery and pick up	$11.00 Per Crate	$11.00 Per Crate	$11.00 Per Crate
Reusable Packing Containers Additional Rent per 30 day period following initial loan period of 60 days	$6.00	$6.00	$6.00
Costs for Additional Equipment and/or Materials Not Included in Move Proposals (attach separate list and details for Cost Rates)	See attached	See attached	See attached

11. ITS Smart Hands Services Personnel Rates. The Proposer shall provide the following hourly rates for personnel performing ITS Smart Hands Services.

11.1. Straight Time Rates. Provide straight-time hourly rates for personnel performing ITS Smart Hands Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Straight-Time Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$50.00	$51.00	$52.00
Crew Superintendent/Supervisor	$46.00	$47.00	$48.00
Skilled Laborer	$45.00	$46.00	$47.00
General Laborer	$45.00	$46.00	$47.00
Other:			
Other:			

11.2. Overtime Rates. Provide overtime hourly rates (for work exceeding eight (8) hours per day) for personnel performing ITS Smart Hands Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Overtime Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$75.00	$76.00	$77.00
Crew Superintendent/Supervisor	$69.00	$70.00	$71.00
Skilled Laborer	$67.50	$68.50	$69.50
General Laborer	$67.50	$68.50	$69.50
Other:			
Other:			

11.3.

11.4. Sunday/Holiday Rates. Provide hourly rates for personnel performing ITS Smart Hands Move Services on Sundays or District-recognized holidays that are not subject to prevailing wage requirements.

Title/Position	Proposed Sunday/Holiday Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$100.00	$101.00	$102.00
Crew Superintendent/Supervisor	$92.00	$93.00	$94.00
Skilled Laborer	$90.00	$91.00	$92.00
General Laborer	$90.00	$91.00	$92.00
Other:			
Other:			

12. Authority. The undersigned is an employee of the Proposer and is duly authorized to: (i) complete and submit this Proposal on behalf of the Proposer; and (ii) to bind the Proposer to the proposed pricing set forth in this Proposal.

Signature: Thomas Michalski Date: 04/29/2026

Print Name and Title: Tom Michalski, CEO

Phone: 858-688-1334 Email: tom@eliterelocationsd.com

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

Elite Reloction Services, LLC, being first duly sworn, deposes and says that he or she is Tom Michalski of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PROPOSER Elite Reloction Services, LLC
(Type or print complete legal name of Proposer)

BY Thomas Michalski
(Signature)

Name Tom Michalski
(Type or print)

Title CEO

COOPERATIVE UTILIZATION CLAUSE AND AGREEMENT

It is the intent of the District that, pursuant to Public Contract Code Sections 20118 and 20652, other community college districts, K-12 school districts, cities, the County of San Diego, and any other public agencies located within San Diego County (collectively referred to as "Participating Agencies") may utilize the provisions of this RFP in accordance with the specifications set forth herein. The District waives its right to require Participating Agencies to draw their warrants in favor of the District and authorizes each Participating Agency to make payment directly to the successful Proposer.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted X_____

By accepting the piggyback option, the Proposer certifies that it has read and understands the terms and conditions of the Agreement for Move Services contained in this RFP. The Proposer, acting through an authorized representative with the authority to bind the organization, further certifies that it is capable of extending the pricing, services, and delivery requirements of this RFP to all Participating Agencies.

Piggyback option not granted _____

PROPOSER Elite Reloction Services, LLC
(Type or print complete legal name of Proposer)

BY Thomas Michalski
(Signature)

Name Tom Michalski
(Type or print)

Title CEO

REFERENCES

Bidder shall provide a minimum of three (3) College/University Customer References with three (3) or more years' experience with the Bidder.	
REFERENCE #1	
NAME	MiraCosta College
ADDRESS	1 Barnard Drive
CITY, STATE ZIP CODE	Oceanside, CA 92056
TELEPHONE #	760-522-8910
PRIMARY POINT OF CONTACT	Erin McGowan
DATES OF SERVICE	2018-Present
APPROX. FTE*	Average $150,000 annually
REFERENCE #2	
NAME	Cal State San Marcos
ADDRESS	333 S Twin Oaks Valley Rd
CITY, STATE, ZIP CODE	San Marcos, CA 92096
TELEPHONE #	760-822-8104
PRIMARY POINT OF CONTACT	Iris Ruiz
DATES OF SERVICE	2015 - Present
APPROX. FTE*	Average $200,000 Annually
REFERENCE #3	
NAME	San Diego Unified School District
ADDRESS	4100 Normal Street
CITY, STATE, ZIP CODE	San Diego, CA 92103, Multiple Schools
TELEPHONE #	619-725-8000
PRIMARY POINT OF CONTACT	Turner, Swinerton, PCL, Balfour Beatty
DATES OF SERVICE	2014 - Present
APPROX. FTE*	$450,000 Annually through multiple Contractors

*Full-time equivalent (FTE) is a unit of measurement of the number of full-time employees and/or students.

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)

AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) ("Agreement"). Any exceptions must be included, if at all, with Bidder's Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder's Proposal or disqualification.

Initial the Appropriate Choice, below:

X ____ Bidder **accepts** the form of Agreement **without exception**.

O R

_____ Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

PROPOSER Elite Reloction Services, LLC
(Type or print complete legal name of Proposer)

BY Thomas Michalski
(Signature)

Name Tom Michalski
(Type or print)

Title CEO

Forms

Please find the attached forms. Note that these documents are proprietary and are intended for the exclusive use of Elite Relocation Services, LLC.

Sample Deliverables

MiraCosta College - 3000 Buildings Move

Move Matrix

Date

Name	Department	Existing Location	New Location	Label Color	Move Date

Elite RELOCATION

Ireland & Co

Planning the future for business.

POST MOVE ASSISTANCE FORM

Name _____ Office/Cubicle #_____

PLEASE IDENTIFY ANY PROBLEMS OR CONCERNS YOU HAVE REGARDING ANY OF THE FOLLOWING AREAS AND ROUTE TO **YOUR MOVE CAPTAIN**.

TELEPHONE:

ELECTRICAL:

COMPUTER/PRINTER:

FURNITURE:

DAMAGE WHICH HAS OCCURRED:

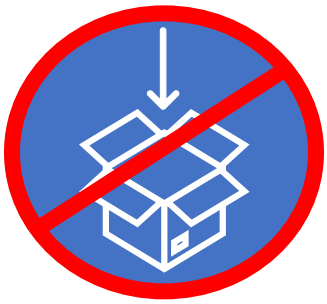
MISSING ITEMS:

OTHER CONCERNS:

Office Move Packing Instructions

Name: Phillip Boland **Location: 2809B** **Label Color: BLUE**

Packing Deadline: December 13th @ 5:00PM

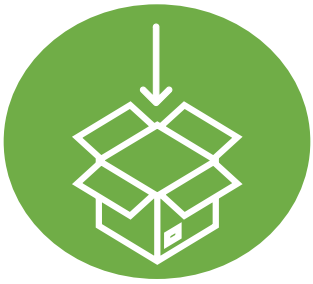


What NOT to Pack

☒ Telephone, Docking Station, Speakers, Webcams, Headset combo, Scanner, Printer, Scan Snap
☒ Laptop (take home with you)
☒ Monitors, Camera, Keyboard & Mouse
☒ Power Surge Protectors & Cables
☒ Furniture Keys/Office Keys
☒ Monitor Arms: Do not label these as they will not be moving to the new building.
☒ Personal Items: Such as photos, plants, wall décor, child's art projects, etc. – Please take home all personal items to prevent damage. Personal items are your responsibility.

What to Pack

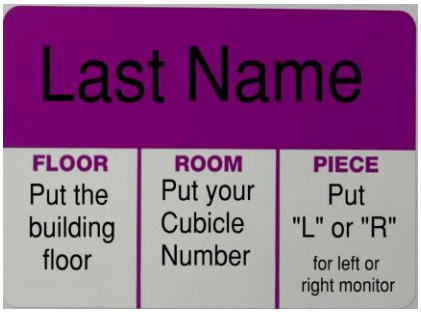
- Desk Storage: Completely empty your pedestals and desk drawers into boxes provided.
- Other Items: Ensure all other work-related items except IT equipment are placed into boxes.



What to Label

- Your Boxes, you Chair and your Pink Ziploc Bag
- Docking Station, Monitors (place label on back of monitor), Scanner, Printer, Scan Snap, Monitor Arms if you have them and leave all Computer items on your Desk
- Leave your Labeled Pink Ziploc Bag on your Desk when you leave
- Movers Will Disconnect your Computer, pack all Computer Items into the pink Bag and Reconnect your Computer Equipment at The New Building. Take Your Laptop Home with You When You Leave for the holiday
- Boxes – Place Label on the END/SIDE Of Each Box (Do Not Label the Top) NOTE: Everything That Will Fit into A Box Should Be Put into a Box. If something does not fit in a Box (artwork, footrest), place a Label on it
- Chair Mat – Label ONLY if it is new. Old Chair Mats will not be moved.

Correct Labeling Instructions



Label Example

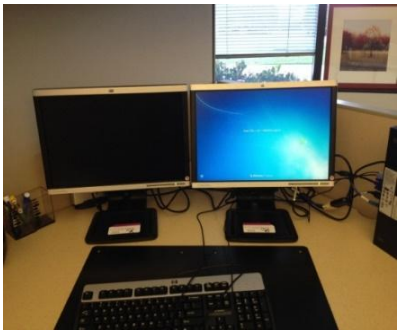
It is very important to label all items correctly. This will ensure that your items get moved to the correct location and that your computer equipment is set up the way you want it in your new location. **Hint: Dog ear the corner for easy removal of label.**

Boxes

Place your labels on the SIDE of your box only. DO NOT LABEL THE TOP OF YOUR MOVE CRATES. ONLY USE (1) LABEL PER MOVE CRATE

Pink Computer Bag

Place a label on your pink bag and leave it on your desk. Do not label your small peripheral computer equipment (headset, keyboard, mouse, speakers, webcam etc.). The movers will use the bag for your small peripheral equipment.



Monitors and Docking Station/CPU

Make sure to label your monitor(s) **on the back** and docking station or CPU. If you have more than on monitor, label each "L" or "R" ("L" on the left monitor, "R" on the right monitor).

Desk Diagram Instructions for IT Equipment Placement

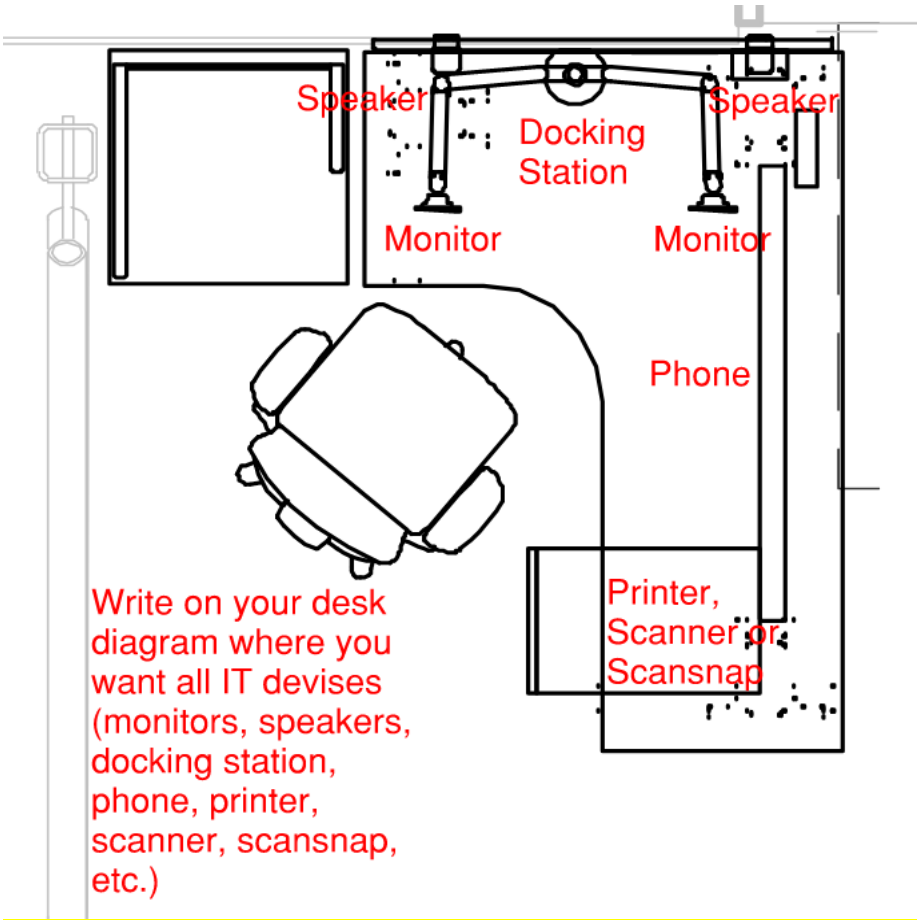
Name:

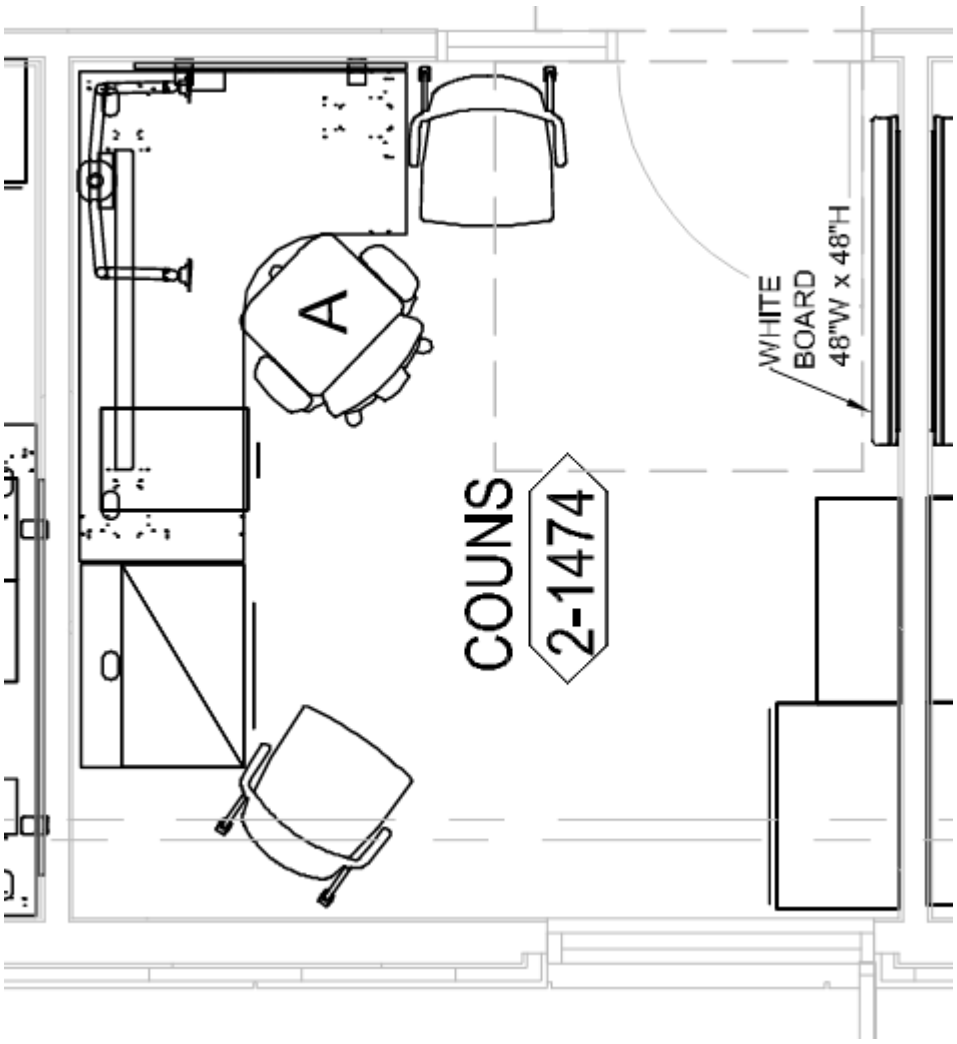
On your desk diagram, place all IT equipment where you would like it on your desk.

☒ Monitors (label left monitor with an "L" on the label and right monitor with an "R"

☒ Telephone, Docking Station, Speakers, Webcams (right or left monitor if not built into the monitor), Headset Combo, Scanner, Printer, Scan Snap

PLACE YOUR DESK DIAGRAM INTO YOUR PINK BAG WHEN COMPLETED




A
COUNS
2-1474
WHITE
BOARD
48"W x 48"H

Establish Master Project Schedule - Master Schedule will identify all activities, start dates, duration times, resources, critical items, and milestones for all relocation activities for office personnel and their functions. The Master Project Schedule will be created incorporating dates established in the Construction Schedule. The Master Project Schedule will be updated, monitored, and distributed to Project Team regularly.

Develop Relocation Plan - Develop detailed Relocation Plan to be distributed to all members of the Relocation Team. Relocation Plan will convey all necessary plan information, i.e., file and equipment labeling plan, support area requirements, construction constraints, available resources, timing, etc. Incorporate equipment inventory, i.e., computers, copiers, printers, etc., into relocation plans.

Elite will work with **Dean's/Department/Club Representatives** to select **Move Coordinators**. Each **Dean/Department/Club Representative** will select their **Move Coordinator(s)**. Move Coordinators are one or more knowledgeable representative(s) to represent their area/department for the move. Elite will ensure that all **Move Coordinators** understand their responsibilities and feel comfortable performing them. **Move Coordinators** will be responsible for distributing pertinent move updates through the date of the move. Elite will manage and direct the **Move Coordinators** to organize the relocation of their area/department/club and supervise their staff during the relocation of their area/department/club.

Employee Database - Develop Employee Database to include all employees, their department, new location, telephone/computer/Scan Snap/Printer information, and relocation sequence. Monitor throughout Project, revise and distribute, as necessary. Employee Database will include:

- Employee Name
- Area/Department/Club Name
- Existing Location
- New Location
- Move Date
- Move Time
- Label Color
- Printer Information

Desk Diagrams for IT Equipment Placement – Create a desk diagram document that will be distributed to all personnel with their Relocation Instructions. Desk diagram will show the desk of the employee and instructions telling them how to fill out the desk diagram. The desk diagram will provide Elite the information of where all existing computer equipment (monitors, phone, scan snap, printer, etc.) should be placed on the new desk. This will ensure that ITS does not have to spend time changing IT setups after the move. The Desk Diagram document will be left on the desk after the packing is complete. Elite will place the Desk Diagram into the computer bag when the disconnect of the equipment is completed during the move. **See attached example of a Desk Diagram.**

Relocation Instructions for Employees – Create individualized move instructions for personnel that will be relocating. Move instructions will include the name of the person moving, their new location, move date and label color to use for the move as well as detailed instructions with pictures showing what to label, where to place the label and other pertinent information to ensure a successful move. **See attached example of Relocation Instructions.**

Relocation Training - Conduct "Move Training" session with personnel if requested by Move Coordinator prior to relocation to review all pertinent details of relocation (i.e., packing, labeling instructions, IT requirements, furniture issues, etc.).

Site Preparation - Prepare site at origin and destination with color-coded floor plans, directional arrows, office numbers, etc. prior to relocation to ensure the most efficient, cost-effective relocation.

Relocation Supervision – Provide on-site relocation supervision from start to finish of move to ensure that the Project schedule is adhered to.

Day 1 Activities – Provide Day 1 onsite support to document any post relocation issues. Schedule and coordinate resolution of post relocation issues with the appropriate department.

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To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 2008733

Legal Business Name:
Elite Relocation Services LLC

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:
13691 Danielson St
Suite A
Poway
CA 92064

Email Address:
tom@eliterelocationsd.com

Business Web Page:

Business Phone Number:
858/848-1801

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	03/04/2025	03/31/2027

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-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

MASTER SERVICES AGREEMENT FOR MOVE SERVICES

This Master Services Agreement ("Agreement") is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California ("District) and **Penn Corporate Relocation Services** ("Contractor"). District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

WHEREAS, in or about April 2026, the District issued a Request for Proposals ("RFP") requesting proposals from qualified firms to provide Move Services, including Move Project Management and Planning Services, Physical Move Services, and ITS Smart Hands Services;

WHEREAS, the Contractor submitted a response to the RFP ("Proposal"); by this reference, the Proposal is incorporated herein;

WHEREAS, the Contractor is engaged in the business of providing Move Services and has the capability and capacity to perform the Move Services contemplated under this Agreement;

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services described in this Agreement, is properly licensed or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

WHEREAS, the District desires to engage Contractor for the purpose of performing the Services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Services to be provided by Contractor. Contractor shall perform the services for the District as set forth in this Agreement and in the attached Exhibit A, which is fully incorporated into this Agreement by this reference (collectively "Services"), and in accordance with the terms and conditions in this Agreement. Contractor agrees to perform the Services consistent with the professional skill and care of Contractor's profession and in compliance with all applicable laws and regulations. All of Contractor's activities will be at its own risk and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor's employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor's employees, agents, consultants, or subcontractors from the District's facilities upon the District's instruction, as determined by the District in its sole discretion, for any or no reason. Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services

2. Project Assignment Amendment ("PAA").

a. **Authorization of Services.** Services under this Agreement shall be performed on an as-needed basis and only upon authorization by the District through a Project Assignment Amendment ("PAA"). No Services shall be performed, and no compensation shall be due, unless authorized by an executed PAA.

b. **Authorization of Services.** Services under this Agreement shall be performed on an as-needed basis and only upon authorization by the District through a Project Assignment Amendment ("PAA"). No Services shall be performed, and no compensation shall be due, unless authorized by an executed PAA.

c. **Scope of Services.** Each PAA shall define the specific scope of Services to be performed, which may include any combination of Move Project Management and Planning Services, Physical Move Services, ITS Smart Hands Services, or other related services required by the District.
d. **PAA Requirements.** Each PAA shall include, as applicable, a description of the Services, project schedule, compensation, and any project-specific requirements or conditions. In the event the District requests proposals from multiple contractors, the District reserves the right to select the contractor and issue a PAA based on its evaluation and in its sole discretion.
e. **District Discretion.** The District may, in its sole discretion, issue a PAA directly to the Contractor or request that the Contractor submit a proposal for specific Services.

3. Time is of the Essence. Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement. Contractor shall promptly notify the District of any expected delay in the performance of Services.

4. Term. This Agreement will begin and will be completed by the dates specified in Exhibit A. Completion of the Services, including all deliverables as described in Exhibit A, must be made to the satisfaction of the District.

5. Compensation. The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in Exhibit A.

6. Licenses and Permits. Contractor and all of Contractor's employees, agents, consultants, and subcontractors, will secure and maintain in force throughout the term of this Agreement all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.

7. Taxes. Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.

8. Expenses and Equipment. Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

9. Travel Expenses. All travel, lodging, and meal per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Contractor under the terms of the Agreement will be reviewed against the District's Employee Travel Policy. Current United States GSA Domestic Per Diem Rates (the "Rates") for meals are available at: https://www.gsa.gov/travel/. Current IRS mileage reimbursements rates are available at: https://www.irs.gov/tax-professionals/standard-mileage-rates. No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy and hotel rooms other than standard will not be reimbursed. Lodging charges are for reasonable, single occupancy, standard room rates. Lodging charges in excess of standard room rates will not be reimbursed.

10. Independent Contractor. In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

11. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to COVID-19, or other viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements, including those related to preventing exposure to COVID-19, at all times. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment ("PPE"), and other workplace standards that apply to preventing occupational exposure to COVID-19 or other viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold District harmless from any claims, demands, or liabilities (including attorneys' fees and costs), brought by Contractor's employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District's facilities or performing Services for the District, including exposure to COVID-19 or other viral or bacterial agents, or in any way arising out of or related to being present or performing services at District's property. Contractor, its employees, and/or its subcontractors will, at all times, comply with the District's COVID-19 protocols while at any of the District's property locations: http://miracosta.edu/contractor-covid-protocols

12. Termination. District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or prior to the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services. The Agreement shall immediately terminate if Contractor or District's funding, licenses, accreditations, or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Contractor or District by any accreditation or regulatory agency.

13. Ownership of Work Product. The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the Services, including any intellectual property, systems, materials, documents, or other work product performed, produced, or created under this Agreement or related to the Services (collectively "Work Product"). Contractor assigns to District any and all rights Contractor could have, may have, or does have, in the Work Product, and District shall have all right, title, and

interest in the Work Product, including the right to secure and maintain the copyright, trademark, and patent of the Work Product. The District shall be permitted, in its sole discretion, to reproduce, distribute, modify, and use the Work Product in any manner desired. Contactor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.

14. Limitation of Liability. The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement.

15. Indemnification and Hold Harmless. To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys' fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury, damages or injuries/illnesses, including COVID-19, wrongful death, contractual liability, infringement of a third party's intellectual property rights, or damage to property ("Claim"), arising from or related to any act or omission of Contractor or its employees, officers, consultants, agents, subcontractors, or volunteers, except the extent that a Claim is caused by the District's gross negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.

16. Insurance. Contractor must procure and maintain during the term of the Agreement, and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

a. Commercial General Liability Insurance. Commercial General Liability insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);

b. Commercial Automobile Liability Insurance. Commercial Automobile Liability insurance with limits not less than $1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.

c. Workers' Compensation and Employers' Liability Insurance. In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than $1,000,000 per occurrence (accident) and $1,000,000 per employee (disease).

d. Professional Liability Insurance. Professional Liability insurance with limits not less than $1,000,000 each claim and $2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractors employees, agents, consultants, or subcontractors.

e. Proof of Insurance and Insurance Terms. Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds. Endorsement should be made out as follows:

> MiraCosta Community College District and its trustees, officers, agents, employees, volunteers, and students ("Additional Insureds")

Attention: Justin Crast, Risk Manager
1 Barnard Drive
Oceanside, California 92056

Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

17. Confidential Information. Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors may have access to private and confidential information in the District's possession, custody, or control, including but not limited to private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless otherwise required by law. Contractor will immediately notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.

18. Disabled Accessibility and Electronic and Information Technologies. Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement. Contractor and any of its agents, consultants, and subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

19. Non-Discrimination. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military

status or any other category protected by law. Contractor agrees to require like compliance by all hired agents, consultants, and subcontractors.

20. Complaints and Investigations. Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

22. Audit. Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

23. Registration for Public Works. If Contractor is performing a public work, as defined by California Labor Code Section 1720, Contractor must comply with all applicable rules and regulations, including adhering to the requirements of California Labor Code Section 1725.5 (Department of Industrial Relations Contractor Registration), as a prerequisite to performing any Services under this Agreement.

24. Advertising. Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

25. Notice. All notices required or permitted to be given under this Agreement by either Party to the other, shall be deemed to have been given, served, and received, if given in writing and either personally delivered or deposited in the Unites States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:
Mina Hernandez
Director, Purchasing, Contracts & Material Management
MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056

For Contractor:
Contact information as referenced in Exhibit A

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

26. Non-Waiver. The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

28. Conflict of Interest and Prohibited Interests. The District reserves the right, to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate any Contractor or Contractor employee, if any such conflict is discovered.

29. Governing Law. This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

30. Force Majeure. Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, such as COVID-19, or other events that are outside of a Party's reasonable control, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during a force majeure event.

31. Disputes. Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

32. Mediation; Arbitration. The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

33. Successors; No Assignment. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.

34. Entire Agreement. This Agreement and its Exhibits constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit or other attachment to this Agreement or other documents related to the Services, the provisions of the body of this Agreement shall prevail.

35. Recitals. The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.

36. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

37. Authority. Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the dates set forth below.

"DISTRICT" **MIRACOSTA COMMUNITY COLLEGE DISTRICT**	**"CONTRACTOR"** **PENN CORPORATE RELOCATION SERVICES**
Signature:_____	**Signature:**_____
Name: Elba Gomez	**Name:** Priscilla Jackson
Title: Vice President, Administrative Services	**Title:** Corporate Secretary
Date: _____	**Date:** _____

EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION

Contractor:
Penn Corporate Relocation Services
Ulises Flores
1515 W. Mable St.
Anaheim, CA 92802
714-786-6039
Ulises.flores@pennservices.com

Physical Move District Point of Contact:
Tom Macias, Director of Facilities
Oceanside Campus: MiraCosta College, 1 Barnard Drive, Oceanside, CA 92056
760-795-6691
tmacias@miracosta.edu

ITS Smart Hands Move District Point of Contact:
Shanon Macintyre, Director, Technology Support Services
Oceanside Campus: MiraCosta College, 1 Barnard Drive, Oceanside, CA 92056
760-795-6731
smacintyre@miracosta.edu

Agreement Period:
Start Date: 7/1/2026
End Date: 6/30/2029

Scope of Work - Description of Services and Deliverables:
See Move Management Services RFP #07-26 and Exhibit B – Contractors Proposal

Rate and Method of Payment:
See Exhibit C – Contractor's Cost File

Payment and Compensation Terms:
Invoices. Contractor will submit monthly invoices to District's Point of Contact with supportive documentation that evidences the services and work that Contractor performed and all costs or expenses set forth in the invoice. District will pay Contractor all undisputed amounts owed within 30 days of the District's receipt of the invoice from the Contractor.
Additional Services. The Parties agree the District will not pay Contractor for any additional services performed without the District's prior written approval for those additional services.

PROJECT ASSIGNMENT AMENDMENT
EXHIBIT A TO MASTER SERVICES AGREEMENT FOR MOVE SERVICES

This Project Assignment Amendment ("PAA") is entered by and between MiraCosta Community College District and _____ ("Contractor") as of Click here to enter a date. and is issued pursuant to the Master Services Agreement for Move Services ("Agreement") between the parties.

WHEREAS, the District and Contractor entered into a Master Services Agreement for Move Services ("Agreement"), pursuant to which the Contractor may perform services on an as-needed basis as authorized by the District;

WHEREAS, the District intends to utilize this Agreement as a master services agreement under which specific Services may be authorized on an as-needed basis through Project Assignment Amendments ("PAA");

NOW THEREFORE, the District and Contractor agree as follows:

1. Services. The Services under this PAA include (check all that apply):

   ☐ Move Project Management Services and Planning Services

   ☐ Physical Move Services

   ☐ ITS Smart Hands Services

2. Scope of Services. The Contractor shall perform the Services described in the Contractor's proposal #_____ _____ dated Click here to enter a date. which is incorporated herein by this reference, in accordance with the selected service categories identified in Section 1 of this PAA.
   Note: In the event of any conflict between the Contractor's proposal and the terms of this PAA or the Agreement, the terms of this PAA and the Agreement shall govern.

3. Schedule and Locations The Services shall be performed in accordance with the Contractor's proposal referenced in Section 2 of this PAA, as summarized below:
   Project Name: _____

   Start Date: Click here to enter a date. Project Duration (Calendar Days):_____

   Move From Location (Campus and or Room): _____

   Move To Location (Campus and or Room): _____

4. Compensation. The payment due to the Contractor for Services performed under this PAA shall be as follows:

   ☐ **Lump Sum**: A fixed price of _____ Dollars ($_____). inclusive of all costs.

   ☐ **Time and Materials.** Compensation based on personnel time and materials in accordance with the Contractor's approved rate schedule, with a not-to-exceed amount of _____ Dollars ($_____).

   No additional compensation shall be paid unless authorized in writing by the District.

"DISTRICT" **MIRACOSTA COMMUNITY COLLEGE DISTRICT**	**"CONTRACTOR"** **LEGAL ENTITY NAME**
Signature:_____	**Signature:**_____
Name: Elba Gomez	**Name:** Name of Legal Authorized Signer
Title: Vice President, Administrative Services	**Title:** Title of Legal Authorized Signer
Date: _____	**Date:** _____

April 30, 2026

MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056

Attn: Evaluation Committee

RE: Move Management Services RFP 07-26

Quality Corporate Relocations, Inc., doing business as Penn Corporate Relocation Services, is a relocation services provider headquartered at 1515 W. Mable St, Anaheim, CA 92802. The company provides commercial relocation and related support services including technology disconnect and reconnect solutions.

The authorized representatives for all communications during the evaluation period are listed below:

Ulises Flores
Account Manager
Phone: 323-803-8951
Email: ulises.flores@pennservices.net

Priscilla Jackson
Corporate Secretary
Phone: 714-808-9300
Email: priscilla.jackson@pennservices.net

Address for both:
1515 W. Mable St
Anaheim, CA 92802

Penn Corporate Relocation Services is a relocation services firm specializing in commercial and institutional moves. Our service offerings include Project Management and Planning Services, Move Services, and IT-related support, including computer disconnect and reconnect services, to ensure seamless transitions with minimal operational disruption.

The firm brings experience supporting structured move projects requiring coordination, planning, and execution across multiple stakeholders. Our approach emphasizes detailed pre-move planning, efficient on-site execution, and post-move support to ensure continuity of operations and reduced downtime.

This Proposal shall remain valid for a period of not less than one hundred eighty (180) days from the Proposal Opening Date.

Respectfully submitted,

Priscilla Jackson
Corporate Secretary
Penn Corporate Relocation Services

COMPANY INFORMATION, QUALIFICATIONS, AND SIGNATORY PAGE

This Company Information, Qualifications, and Signatory Page must be completed by each Proposer and executed by an authorized employee of the Proposer.

Company Name: Penn Corporate Relocation Services

Business Address: 1515 W. Mable Street, Anaheim, CA 92802

Name of Primary Point of Contact (POC) for RFP: Ulises Flores

POC's Direct Telephone Number: 714-786-6039 Fax: 714-808-9222

POC's Email: ulises.flores@pennservices.net Website: www.pennrelocation.com

Type of Firm: ☑ Corporation ☐ LLC ☐ Proprietorship ☐ Partnership ☐ Joint Venture

☐ If other, please describe: _____

Business License Number: BU2024-03165

Note: Must be active and in good standing. If not, District will find Bidder non-responsive.

Number of years in business under firm name: 25

Number of years as a provider of this type of services: 25

Number of years as a provider of services: 25

State your company/firm name and whether your company is local, regional, national, or international. Include information on any parent, affiliate, and/or subsidiary entities.

Identify the location(s) of the office that will be primarily conducting the work.

Penn Corporate Relocation Services is a locally operated company in Anaheim, CA

Names and titles of all your owners (>10% ownership), officers, principals, responsible managing officers and responsible managing employees:

Name:	Title:
Francisco Flores	CEO & President

Has the firm changed its name within the past 3 years? ☑ YES ☑ NO

If YES, provide former name(s): Legal Entity from RonDeux Relocations to Quality Corporate Relocations Inc

Have there been any recent (within the last three years) changes in control/ownership of the firm?

☑ YES ☐ NO If YES, explain: Transfer of ownership

Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

☐ YES ☑ NO If YES, explain: _____

State your firm's gross revenues for each of the last three years:

Current Year: $2,129,357 (January - April)

Last Year: $6,433,410

Year before last: -

Has your firm ever reorganized under the protection of bankruptcy laws? ☐ YES ☑ NO

If YES, please enter the date of reorganization:_____

Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger or sales of the company) that may affect your firm's ability to perform contractually. Certify that the firm and its principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or declare and explain such status.

N/A

Certifications:

☐ Small Business Enterprise (SBE) Certifying Agency:_____
Certification Number:_____

☐ Minority-Owned Business Enterprise (MBE) Certifying Agency:_____
Certification Number:_____

☐ Woman-Owned Business Enterprise (WBE) Certifying Agency:_____
Certification Number:_____

☐ Disabled Veteran Business Enterprise (DVBE) Certifying Agency:_____
Certification Number:_____

☐ Other Business Enterprise:_____
Certifying Agency:_____ Certification Number:_____

Essential Minimum Qualifications: Any response of a Proposer indicating "not qualified" to the following minimum qualifications criteria will result in rejection of the Proposer's RFQ/P Response for failure to meet minimum qualifications criteria.

1. Proposer has a current Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.
   ☑ Yes ☐ No (not qualified)
2. Proposer has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.
   ☑ Yes ☐ No (not qualified)
3. Proposer is ineligible for award of public works contracts pursuant to Labor Code §1777.1 or 1777.7.
   ☐ Yes (not qualified) ☑ No
4. Has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the Proposer or any predecessor to the Proposer is not a "responsible" bidder?
   ☐ Yes (not qualified) ☑ No
5. At any time during the last ten (10) years, has Proposer or any predecessor to the Proposer been convicted of a crime involving any federal, state, or local law related to a private or public construction project?
   ☐ Yes (not qualified) ☑ No
6. At any time during the last ten (10) years, has the Proposer or any predecessor to the Proposer been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
   ☐ Yes (not qualified) ☑ No
7. Within the past ten (10) years, one or more contract(s) to provide Move Services to which the Proposer was a party to have been terminated for default of the Proposer.
   ☐ Yes (not qualified) ☑ No

8. Within the past ten (10) years, has the Proposer or any predecessor in interest to the Proposer agreed with any public agency, whether by written instrument or verbally, that the Proposer will not submit bids, proposals or other responses to any request of the public agency for bids or proposals relating to Moving Services or other similar services?
   ☐ Yes (not qualified) ☑ No
9. The Proposer is currently registered with the Department of Industrial Relations as a public works contractor pursuant to Labor Code §1725.5 and/or 1771.1.
   ☑ Yes ☐ No (not qualified)

Claims and Disputes

1. Proposer Claims and Disputes. The Proposer is presently engaged in a claim, dispute or other disagreement relating to or arising out of a Moving Services contract in which the Proposer is seeking additional compensation.
   ☐ Yes ☑No If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.
2. Judgments and Arbitration Awards. Within the past ten (10) years, the Proposer is a party to a judgment entered in a civil proceeding or an arbitration award issued by an arbitrator in a binding arbitration proceeding.
   ☐ Yes ☑No If "Yes" on a separate attachment, provide details of each such judgment or arbitration award including: (i) parties; (ii) summary of dispute; (iii) summary of judgment or arbitration award.
3. General Liability/Automobile Liability Insurance. Within the past ten (10) have claims been made under the Proposer's general liability insurance policy (whether for personal injury, death, property damage or automobile liability)?
   ☐ Yes ☑No If "Yes" on a separate attachment, provide details of each such judgment or arbitration award including: (i) parties; (ii) summary of dispute; (iii) summary of judgment or arbitration award.

The undersigned is duly authorized to execute this Company Information, Qualifications, and Signatory Page under penalty of perjury on behalf of the above-identified Proposer. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Company Information, Qualifications, and Signatory Page and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Company Information, Qualifications, and Signatory Page. The undersigned declares and certifies that the responses to this Company Information, Qualifications, and Signatory Page are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Proposer acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed non-responsive and the Proposer will not further participate in the RFQ/P process.

Signature: Priscilla Jackson Date: 04/30/2026

Print Name and Title: Priscilla Jackson, Corporate Secretary

Phone: 714-808-9300 Email: priscilla.jackson@pennservices.net

Methodology and Project Implementation

Penn Corporate Relocation Services utilizes a structured, phased approach to ensure all relocation services are executed efficiently, safely, and with minimal disruption to District operations. Our methodology integrates planning, communication, execution, and quality control to deliver consistent, high-quality results across both Move Services and IT Support Services.

A. Comprehensive Move Workplan

Penn develops a project-specific workplan for every project to ensure alignment with District goals, timelines, and operational requirements.

Pre-Move Coordination

- Conduct detailed site walkthroughs to assess scope, access points, and logistical considerations
- Identify risks, constraints, and special handling requirements
- Coordinate with District stakeholders to confirm phasing, schedules, and priorities
- Develop move plans, labeling systems, and logistics strategies tailored to the facility

User Communication

- Provide clear packing instructions and guidelines for District staff
- Distribute labeling standards and move preparation materials
- Coordinate communication timelines to ensure all users are prepared prior to move day
- Provide a point of contact for questions and support

Integrated Scheduling

- Align move activities with IT disconnect/reconnect schedules
- Sequence moves to ensure minimal downtime for staff and departments
- Coordinate workstation readiness to support immediate post-move functionality
- Maintain continuous communication between move crews and IT support teams

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B. Move-Day Management

Penn implements the approved workplan through structured field execution and on-site supervision.

Asset Protection

- Install floor, wall, and elevator protection prior to move activities
- Utilize protective materials such as padding, wraps, and coverings
- Monitor high-traffic areas to prevent facility damage

Service Execution

Move Services:

- Systematic packing, loading, transport, and placement of furniture and equipment
- Use of labeled inventory systems to ensure accurate delivery
- Placement of items according to pre-approved floor plans and layouts

IT Support Services:

- Disconnect workstations, peripherals, and associated cabling
- Label and organize components for accurate reinstallation
- Reconnect equipment and verify basic functionality (power, connectivity, peripherals)

Cable Management Standards

- Bundle and secure cables using standardized methods
- Route cables to maintain clean and organized workspaces
- Ensure professional presentation and accessibility of workstation setups

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C. Quality Assurance and Quality Control

Penn maintains QA/QC procedures to ensure all services meet project requirements and District expectations.

Service Verification

- Supervisor-led checks to confirm completion of all assigned tasks
- Verification against move plans, schedules, and inventory tracking

Issue Tracking

- Maintain a Issue Log to document any discrepancies or challenges
- Assign responsibility and track resolution status in real time
- Communicate issues and resolutions to the District Project Lead

Post-Move Walkthrough

- Conduct joint walkthrough with District representatives
- Develop punch list of outstanding items, if any
- Resolve all items promptly to ensure project completion and satisfaction

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D. Sustainability and Waste Management

Penn is committed to environmentally responsible practices throughout all phases of relocation.

Waste Reduction

- Utilize reusable crates, bins, and packing materials whenever possible
- Minimize reliance on single-use materials

Proper Disposal

- Coordinate recycling of cardboard, packing materials, and debris
- Dispose of waste in accordance with local regulations and District requirements
- Maintain clean and organized work areas throughout the project

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E. Damage and Claims Resolution

Penn follows a clear and responsive process for managing any damage or claims.

Damage Documentation

- Immediate documentation of any damage with photos and written reports
- Notification to the District Project Lead at time of occurrence

Claims Resolution

- Prompt review and assessment of reported damage
- Resolution through repair, replacement, or agreed-upon compensation
- Timely closure of claims with full documentation

Coordination

- Maintain transparent communication with the District throughout the process
- Provide updates on status and resolution timelines
- Ensure all incidents are resolved to the District’s satisfaction

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NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

Priscilla Jackson, being first duly sworn, deposes and says that he or she is Corporate Secretary of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PROPOSER Quality Corporate Relocations, Inc DBA Penn Corporate Relocation Services
(Type or print complete legal name of Proposer)

BY Priscilla Jackson
(Signature)

Name Priscilla Jackson
(Type or print)

Title Corporate Secretary

COOPERATIVE UTILIZATION CLAUSE AND AGREEMENT

It is the intent of the District that, pursuant to Public Contract Code Sections 20118 and 20652, other community college districts, K-12 school districts, cities, the County of San Diego, and any other public agencies located within San Diego County (collectively referred to as "Participating Agencies") may utilize the provisions of this RFP in accordance with the specifications set forth herein. The District waives its right to require Participating Agencies to draw their warrants in favor of the District and authorizes each Participating Agency to make payment directly to the successful Proposer.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted ___X_____
By accepting the piggyback option, the Proposer certifies that it has read and understands the terms and conditions of the Agreement for Move Services contained in this RFP. The Proposer, acting through an authorized representative with the authority to bind the organization, further certifies that it is capable of extending the pricing, services, and delivery requirements of this RFP to all Participating Agencies.
Piggyback option not granted _____

PROPOSER Quality Corporate Relocations, Inc DBA Penn Corporate Relocation Services
(Type or print complete legal name of Proposer)

BY Priscilla Jackson
(Signature)

Name Priscilla Jackson
(Type or print)

Title Corporate Secretary

REFERENCES

Bidder shall provide a minimum of three (3) College/University Customer References with three (3) or more years' experience with the Bidder.	
REFERENCE #1	
NAME	Long Beach City College
ADDRESS	4901 Carson Street
CITY, STATE ZIP CODE	Long Beach, CA 90808
TELEPHONE #	562-938-5069
PRIMARY POINT OF CONTACT	Mollee Gressett
DATES OF SERVICE	Servicing since 2011
APPROX. FTE*	25-30
REFERENCE #2	
NAME	Saddleback College
ADDRESS	28000 Marguerite Pkwy
CITY, STATE, ZIP CODE	Mission Viejo, CA 92692
TELEPHONE #	949-348-6021
PRIMARY POINT OF CONTACT	Mary Opel
DATES OF SERVICE	Servicing since 2014
APPROX. FTE*	25-30
REFERENCE #3	
NAME	Irvine Valley College
ADDRESS	5500 Irvine Center Drive
CITY, STATE, ZIP CODE	Irvine, CA 92618
TELEPHONE #	949-943-4610
PRIMARY POINT OF CONTACT	Parker Davis
DATES OF SERVICE	Servicing since 2014
APPROX. FTE*	25-30

*Full-time equivalent (FTE) is a unit of measurement of the number of full-time employees and/or students.

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)

AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) ("Agreement"). Any exceptions must be included, if at all, with Bidder's Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder's Proposal or disqualification.

Initial the Appropriate Choice, below:

_✓_ Bidder **accepts** the form of Agreement **without exception**.

O R

____ Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

PROPOSER Quality Corporate Relocations, Inc DBA Penn Corporate Relocation Services
(Type or print complete legal name of Proposer)

BY Priscilla Jackson
(Signature)

Name Priscilla Jackson
(Type or print)

Title Corporate Secretary

Sample Move:
Project Overview:
- Project Type: Relocation for Renovations
- Scope: Relocation of administrative offices

Phases:
1. Pre-Move Planning & Site Walkthrough
2. Labeling & Packing Coordination
3. Move Execution (Phased by Area)
4. Post-Move Setup & Verification

714.808.9300 / info@pennservices.net / www.pennrelocation.com

City College
Building O-2 Relocation Project
Load Factor and Material Requirement as of January 19, 2026

Phase	Area	Loads	Cartons	Computer Carts	Offices	Cubicles
I	Yellow	4	100	3	2	15
II	Purple	4	190	5	15	3
III	Green	7	135	3	8	8
IV	Orange	7	285	5	14	4
V	Pink	6	150	1	1	31
VI	Red	4	60	1	0	0
VII	Blue	1	10	0	0	0
Project Totals:		**33**	**930**	**18**	**40**	**61**

Note 1: Project includes disassembly and reassembly of all furniture other than built-in cabinets and fixtures; assumes that all contents, files, and supplies to be 'packed and unpacked' by CC staff.

Note 2: Assumes prevailing wage rates for all labor.

Note 3 Provides for Computer Tech Support to disconnect and reconnect all desktop computers, phones and printers.

Note 4: Assumes all work to be completed during regular hours, Monday - Friday from 8:00am to 5:00pm.

2. Sample Project Schedule

Task Schedule Example:

- Week 1: Site Survey & Planning
- Week 2: Labeling System Deployment
- Week 3: Packing & Pre-Move Coordination
- Week 4: Move Execution
- Week 5: Post-Move Support & Adjustments

714.808.9300 / info@pennservices.net / www.pennrelocation.com

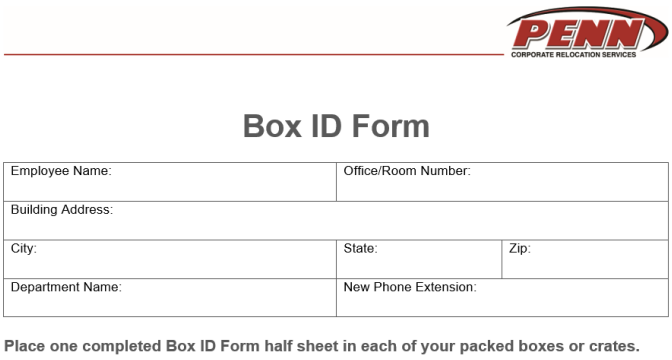
County of Orange
District Attorney
Move Schedule as of April 30, 2026

Move Schedule	Task	Responsible Resource
Saturday, 05/30		
8:00am	• Relocate boxes from 909/Basement to Marine Way and shelve boxes in sequential order.	Penn
Sunday, 05/31		
8:00am	• Relocate boxes from 909/Basement to Marine Way and shelve boxes in sequential order.	Penn
Monday, 06/01		
8:00am	• Complete shelving of boxes in sequential order.	Penn
Saturday, 06/06		
8:00am	• Relocate boxes from 909/Basement to Marine Way and unload and place into shelving.	Penn
Sunday, 06/07		
8:00am	• Relocate boxes from 909/Basement to Marine Way and unload and place into shelving.	Penn
Monday, 06/08		
8:00am	• Complete shelving of boxes.	Penn
Saturday, 06/13		
8:00am	• Relocate boxes from 909/Basement to Marine Way and unload and place into shelving.	Penn
Sunday, 06/14		
8:00am	• Relocate boxes from 909/Basement to Marine Way and unload and place into shelving.	Penn
Monday, 06/15		
8:00am	• Complete shelving of boxes.	Penn
Friday, 06/19		
8:00am	• Dismantle and stage bays of Rivitier Style shelving in 909/Basement.	Penn

3. Sample Inventory Tracking Sheet

Fields Included:
- Item ID
- Department
- Current Location

Purpose: Ensures accountability and real-time tracking of all relocated assets.



PENN CORPORATE RELOCATION SERVICES

Box ID Form

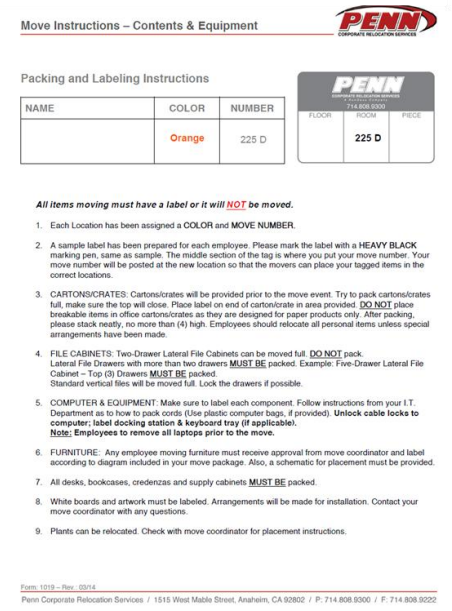
Employee Name:	Office/Room Number:	
Building Address:		
City:	State:	Zip:
Department Name:	New Phone Extension:	

Place one completed Box ID Form half sheet in each of your packed boxes or crates.

4. Labeling System Example

Example Label Format:
- A-101 = Administration – Desk 1
- B-205 = IT Department – Equipment Zone

System Overview:
- Color-coded department zones
- Unique identifier per item and location
- Cross-referenced with inventory tracking sheet



Move Instructions – Contents & Equipment

PENN CORPORATE RELOCATION SERVICES

Packing and Labeling Instructions

NAME	COLOR	NUMBER
	Orange	225 D

PENN 714.808.9300

FLOOR	ROOM	PIECE
	225 D	

All items moving must have a label or it will NOT be moved.

1. Each Location has been assigned a **COLOR** and **MOVE NUMBER.**
2. A sample label has been prepared for each employee. Please mark the label with a **HEAVY BLACK** marking pen, same as sample. The middle section of the tag is where you put your move number. Your move number will be posted at the new location so that the movers can place your tagged items in the correct locations.
3. CARTONS/CRATES: Cartons/crates will be provided prior to the move event. Try to pack cartons/crates full, make sure the top will close. Place label on end of carton/crate in area provided. DO NOT place breakable items in office cartons/crates as they are designed for paper products only. After packing, please stack neatly, no more than (4) high. Employees should relocate all personal items unless special arrangements have been made.
4. FILE CABINETS: Two-Drawer Lateral File Cabinets can be moved full. DO NOT pack. Lateral File Drawers with more than two drawers MUST BE packed. Example: Five-Drawer Lateral File Cabinet – Top (3) Drawers MUST BE packed. Standard vertical files will be moved full. Lock the drawers if possible.
5. COMPUTER & EQUIPMENT: Make sure to label each component. Follow instructions from your I.T. Department as to how to pack cords (Use plastic computer bags, if provided). **Unlock cable locks to computer; label docking station & keyboard tray (if applicable).** **Note: Employees to remove all laptops prior to the move.**
6. FURNITURE: Any employee moving furniture must receive approval from move coordinator and label according to diagram included in your move package. Also, a schematic for placement must be provided.
7. All desks, bookcases, credenzas and supply cabinets MUST BE packed.
8. White boards and artwork must be labeled. Arrangements will be made for installation. Contact your move coordinator with any questions.
9. Plants can be relocated. Check with move coordinator for placement instructions.

Form: 1019 – Rev.: 03/14

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Labeling Instructions

PENN CORPORATE RELOCATION SERVICES

Monitor	CPU	Keyboard	Docking Station	Printer
Top	Right Side	Bottom	Top	Top

Vertical File Cabinet	Lateral File Cabinet
Front	Front
Office/Industrial Cartons or Record Box	RoomDesix Crate
Side Label Area	Side

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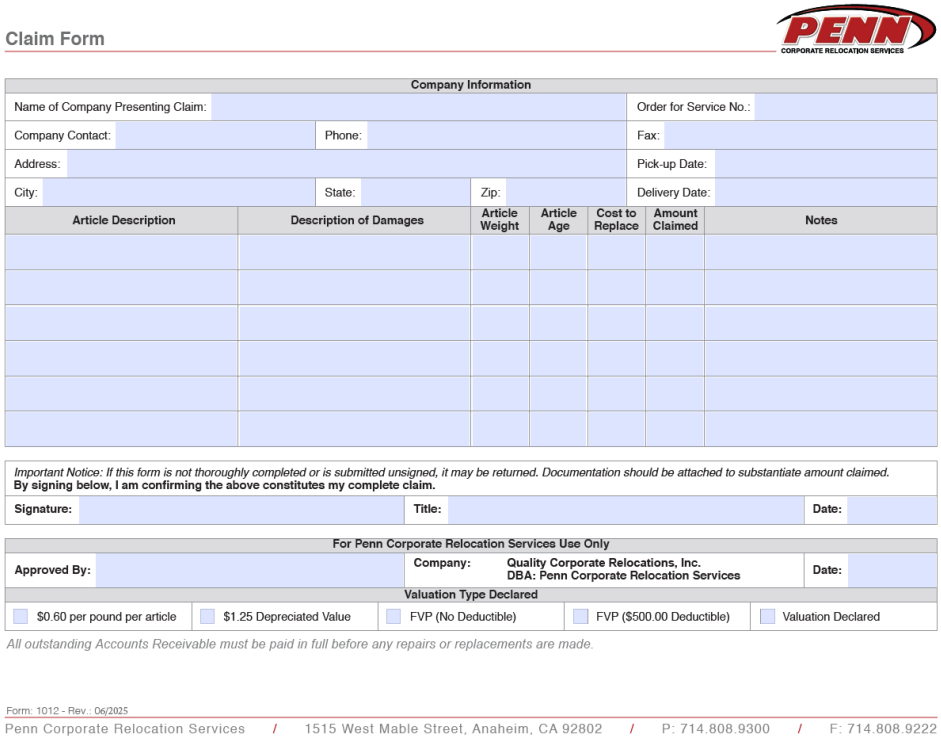
5. Issue / Risk Log Example

Fields Included:

- Issue ID
- Description
- Resolution Status



Claim Form

PENN CORPORATE RELOCATION SERVICES

Company Information						
Name of Company Presenting Claim:					Order for Service No.:	
Company Contact:		Phone:			Fax:	
Address:					Pick-up Date:	
City:		State:	Zip:		Delivery Date:	

Article Description	Description of Damages	Article Weight	Article Age	Cost to Replace	Amount Claimed	Notes

Important Notice: If this form is not thoroughly completed or is submitted unsigned, it may be returned. Documentation should be attached to substantiate amount claimed.
By signing below, I am confirming the above constitutes my complete claim.

Signature:	Title:	Date:

For Penn Corporate Relocation Services Use Only		
Approved By:	Company: Quality Corporate Relocations, Inc. DBA: Penn Corporate Relocation Services	Date:

Valuation Type Declared				
☐ $0.60 per pound per article	☐ $1.25 Depreciated Value	☐ FVP (No Deductible)	☐ FVP ($500.00 Deductible)	☐ Valuation Declared

All outstanding Accounts Receivable must be paid in full before any repairs or replacements are made.

Form: 1012 - Rev.: 06/2025

Penn Corporate Relocation Services / 1515 West Mable Street, Anaheim, CA 92802 / P: 714.808.9300 / F: 714.808.9222

6. Communication & Coordination Plan

- Daily status updates during active move phases
- Designated client point of contact
- Pre-move and post-move follow-up

Based on Penn Corporate Relocation Services' experience, there are several things each of you can do to make your relocation move easier, faster and more cost efficient.

I. General Clean-Up and Purging

Avoid the expense of moving unnecessary items that will add to the cost and length of your relocation. Throw away all files, papers or documents that are no longer valid or needed (based on your record retention requirements). Discard or donate all furniture, samples, equipment or supplies that you will not need or will not use.

- When packing your files, identify all old files for off-site storage. Discard unnecessary paperwork in your nearest recycling bin. Contact _____ for off-site record storage instructions.

- You will be surprised at the amount of trash and unneeded items relocation can produce. If your waste cans begin to overflow, label all excess discarded items with TRASH signs to let the janitors know that these items are to be thrown away. Any unidentifiable boxes left following a relocation will be discarded.

- Your moving boxes may either be returned for credit or recycled. When you arrive at your new office, please empty all boxes, break them down and return them to the assigned areas.

Boxes are available in the _____ area. Each employee will require approximately ten (10) to fifteen (15) boxes.

Take your personal belongings home before the move and bring them back to your new space after the relocation. During relocation there can be a number of people from other companies present, such as carpet, furniture, phone and computer installers, electricians and building personnel. Our company, along with the movers, will not be responsible for any damage or loss to personal items (i.e. family pictures, plants, etc.). If you have items that you value, take them home for your peace of mind (and ours).

Completed *Box ID Forms* (sample attached) should be placed inside each of your boxes. This will allow us to return a box to the owner should it get misplaced.

If a computer bag is being utilized, please place your phone, computer cables, power strips/surge protectors, keyboard, modems, mouse and mouse-pad inside the bag, as well as a completed *Box ID Form*.

Please use the colored labels provided, and ***do not borrow your neighbor's labels***. Using your neighbor's labels could lead to the relocation of your belongings to the wrong office or workspace. If more colored labels are needed, contact your Move Coordinator.

II. Computers, Telephones and Other Equipment

Check with your Move Coordinator to see if you are having a separate vendor scheduled to disconnect or prepare any office equipment such as copiers, plotters or large printers prior to your relocation. Some equipment may have service contracts requiring that they be moved and/or services only by that vendor.

The disconnect and reconnect of computers and telephone will be coordinated by our IT personnel. If for some reason your equipment is not working properly after the relocation, please contact your Move Coordinator.

Unplug all other office equipment, including typewriters, microfiche machines, and printers and label them for relocation. Wet toners and/or ink from postage machines, printers and plotters may need to be drained or recycled prior to relocation.

Pack and label all removable trays and any movable parts of fax machines and printers. Disconnect all cables for moving and use the zip-lock computer bags for packing cables and surge protectors. Unlock all cable locks to computers; label docking stations and keyboard trays if applicable. Employees are to take laptops home prior to relocation.

If applicable, please unplug your telephone from the wall and workstation and pack it and its cord in the zip-lock bag provided. If you are to receive a new phone extension, remember to leave a greeting at your old extension referring callers to your new number.

III. Furniture and Accessories

Label only the furniture moving to the new location as outlined by your Move Coordinator. This applies to Conference Room tables and chairs and any other common areas, including lobby furniture, break rooms, etc.

Desks: Empty desks for all items, including files, loose pens, paper clips, tacks, rubber bands and similar items. These can fall into the desk hardware and cause the drawers to jam.

Glass Desk Tops: Place label on lower right-hand corner and remove all papers under the glass. Please do not forget to also label the desk.

Desk Blotters: Blotters should be clearly labeled.

Credenzas, Bookcases and Wall Units: Empty cadenzas, bookcases, etc. into boxes and label. If shelves are removable, nest the bookcase shelves in the bottom of the bookcase and pack the pins separately.

Furniture Keys: Keep keys with you if you are retaining the same furniture; otherwise, leave keys taped inside the drawer.

Filing Cabinets: Most manufacturers recommend that filing cabinets be emptied completely prior to relocation with their contents packed in boxes to avoid damaging the cabinet. However, the following guidelines are also acceptable, but not recommended:

- Vertical Files: Vertical filing cabinets can be moved full. If you do not have a key, keep the filing cabinets unlocked. If you have a key, lock filing cabinets and keep the key with you. *Do not leave your keys inside filing cabinets.*

- Lateral Files: All but the bottom two drawers of lateral filing cabinets must be completely emptied prior to relocation. *Wood lateral files should be emptied completely prior to relocation.*

Supply Cabinets: All supply cabinets must be completely emptied and contents packed in cartons. Secure the cabinet doors but do not lock. *Keep the key with you.*

Chair-Mats and Wastebaskets: Label your chair-mat and your *empty* wastebasket.

Postage Meters: Please contact your service provider for service and relocation requirements.

Personal Belongings: Remove all personal items from the office, such as clocks, radios, delicate picture frames, plants, memorabilia and other items that have emotional or monetary value. Take these items home before the relocation.

Lamps: Remove bulbs and wrap in packing paper and pack in lamp carton. If the lampshade is delicate and/or removable, separate shade from base and put a color-coded label on each part. Wrap cord around the base of the lamp and secure with tape.

Typewriters: Unplug typewriter, wrap cord and secure with tape and label.

Drafting Tables: Unroll the dust cover over the drawing surface and tape to the front edge of the drafting table to hold it in place. Label top and bottom of table separately.

Flip Charts: Fold legs and tape bottom of the pad of paper to the easel.

Flat Files: Empty all drawers, bundle and wrap contents or pack in dishpack containers supplied by Penn Corporate Relocation Services.

IV. Miscellaneous

Loose Items: Place loose, small items, such as paper clips and picture hangers, in envelopes or zip-lock bags and pack in cartons. Check behind desks and other furniture for loose items.

Building Access Cards: Building access cards are to be returned to your Move Coordinator. Please do not leave them in your desk. *Keys to offices should be returned to your Move Coordinator.*
Post-Move: Report to work at your usual time or earlier. Check your cartons and belongings to ensure there are no missing items and begin unpacking.

You will be responsible for unpacking the contents of your desk from the cartons/crates provided. Empty cartons or crates can be stacked in designated areas on each floor. Archive cartons can be unpacked at your convenience. Please check with your Move Coordinator to find out if the move personnel will be unpacking file and bookcase contents from carts for common areas, such as file rooms, supply rooms, etc.

V. Specialized Rooms

File Room: Determine starting point of file room and how the files run. Each shelf and each bay of shelving will require an alphanumeric label, which we will assist in assigning. Layouts should be posted at the new location showing placement of shelving units and shelving should be labeled prior to packing.

Office Services: You will be provided with carts and/or boxes for pre-packing. The carts and boxes are to be packed, labeled and unpacked by employees designated by the Move Coordinator.

Library: Determine starting point of the library and where the book collections begin and end. Each shelf and each bay of shelving will require an alphanumeric label, which we will assist in assigning. Please post layout at new location and label all shelving prior to packing.

Case Rooms and Storage Rooms: Provide diagram of new location and label boxes accordingly. Any file shelving to be relocated must be tagged with the appropriate color label and number and shelving to correspond to new layout at destination.

VI. Fine-Tune Crew *(optional)*

Penn Corporate Relocation Services personnel will be onsite to collect any empty cartons, crates and carts. Any furniture or files requiring adjustments or further relocation can be done at this time.

Normally, support teams will be onsite the Monday following a large relocation, including IT, telephone, furniture vendors and the relocation company.

If you have a problem or a question, if you've lost an item or are missing something, please see your Move Coordinator. Please do not stop movers or other vendors in the hallways; please request services or assistance through your Move Coordinator.

Box ID Form

Employee Name:	Office/Room Number:	
Building Address:		
City:	State:	Zip:
Department Name:	New Phone Extension:	

Place one completed Box ID Form half sheet in each of your packed boxes or crates.

Cut Here

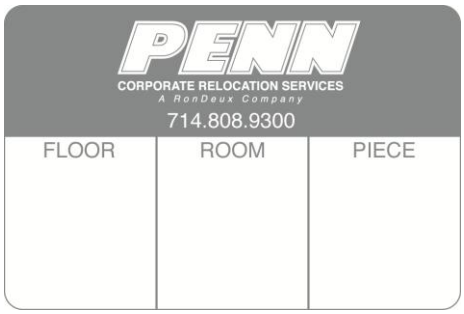
Box ID Form

Employee Name:	Office/Room Number:	
Building Address:		
City:	State:	Zip:
Department Name:	New Phone Extension:	

Place one completed Box ID Form half sheet in each of your packed boxes or crates.

Packing and Labeling Instructions

NAME	COLOR	NUMBER



All Items Moving Must Have a Label or they will Not Move.

1. Each Location has been assigned a COLOR and MOVE NUMBER.

2. A sample label has been prepared for each employee. Please mark the label with a HEAVY BLACK marking pen, same as sample. The middle section of the tag is where you put your move number. Your move number will be posted at the new location so that the movers can place your tagged items in the correct locations.

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4. FILE CABINETS: (if cabinet is moving) - (2) Drawer Lateral File Cabinets can be moved full. DO NOT pack (if cabinet is moving). Lateral File Drawers above (2 drawers) MUST BE packed. Example (5) Drawer Lateral File Cabinet – Top (3) Drawers MUST BE packed. Standard vertical files will be moved full. Lock the drawers if possible.

5. COMPUTER & EQUIPMENT: Make sure to label each component. Follow instructions from your I.T. Department as to how to pack cords (Use plastic computer bags, if provided). **Unlock cable locks to computer; label docking station & keyboard tray (if applicable). Note: Employees to remove all laptops prior to the move.**

6. FURNITURE: Any employee moving furniture must receive approval from move coordinator and label according to diagram included in your move package. Also, a schematic for placement must be provided.

7. All desks, bookcases, credenzas and supply cabinets MUST BE packed.

8. White boards and artwork must be labeled. Arrangements will be made for installation. Contact your move coordinator with any questions.

9. Plants can be relocated. Check with move coordinator for placement instructions.

Monitor	CPU	Keyboard	Docking Station	Printer
Top	Right Side	Bottom	Top	Top

Desk	Return	Chair	Carpet Protector	Bookcase
Top	Top	Back or Arm	Top	Top or Side

Vertical File Cabinet	Lateral File Cabinet	Desk Pad/Glass
Front	Front	Top

Wastebasket	Office/Industrial Carton or Record Box	Crate
Side	Side Label Area	Side

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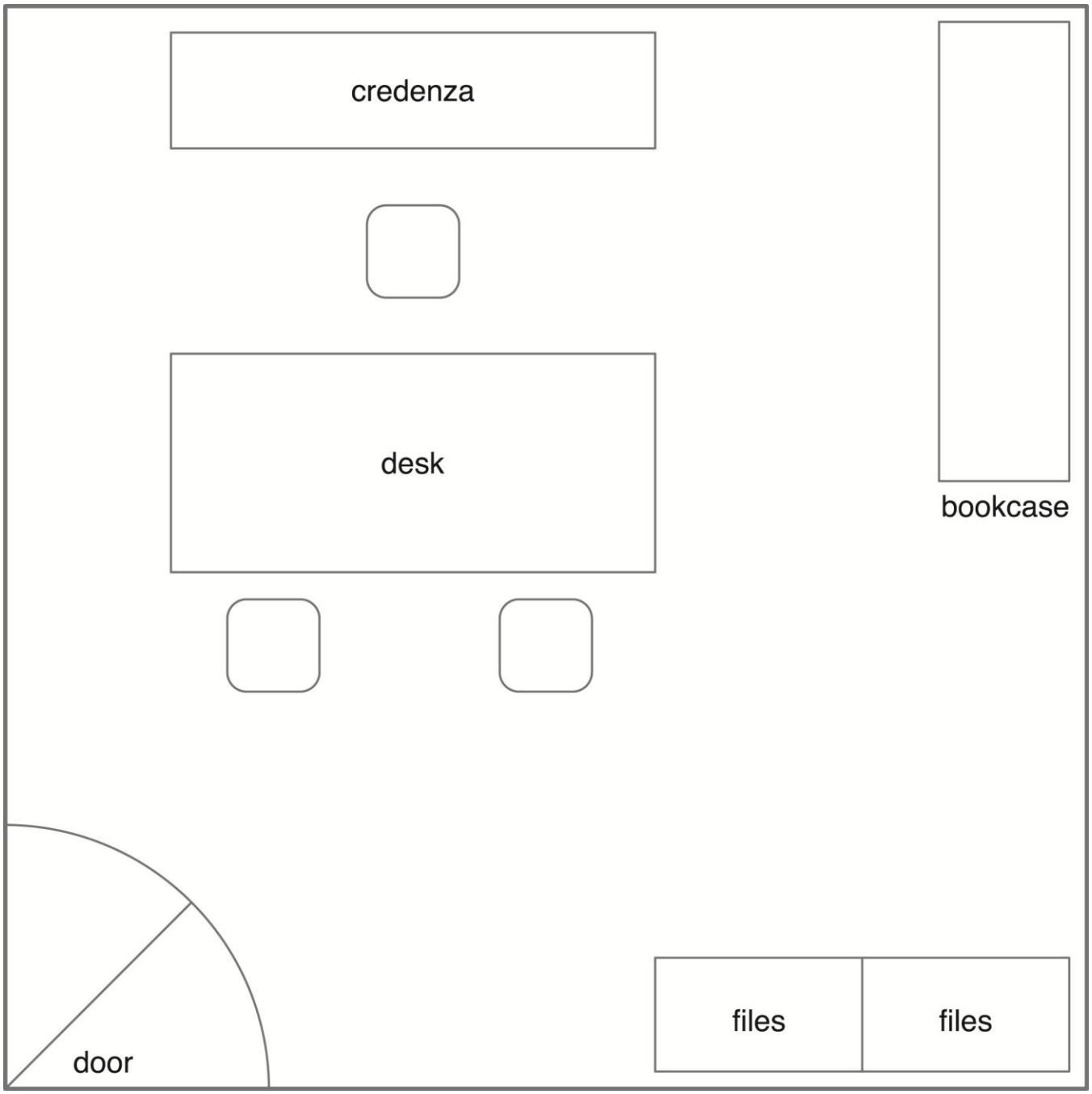
Sample Office Floor Plan

Post on Office Door or Entrance

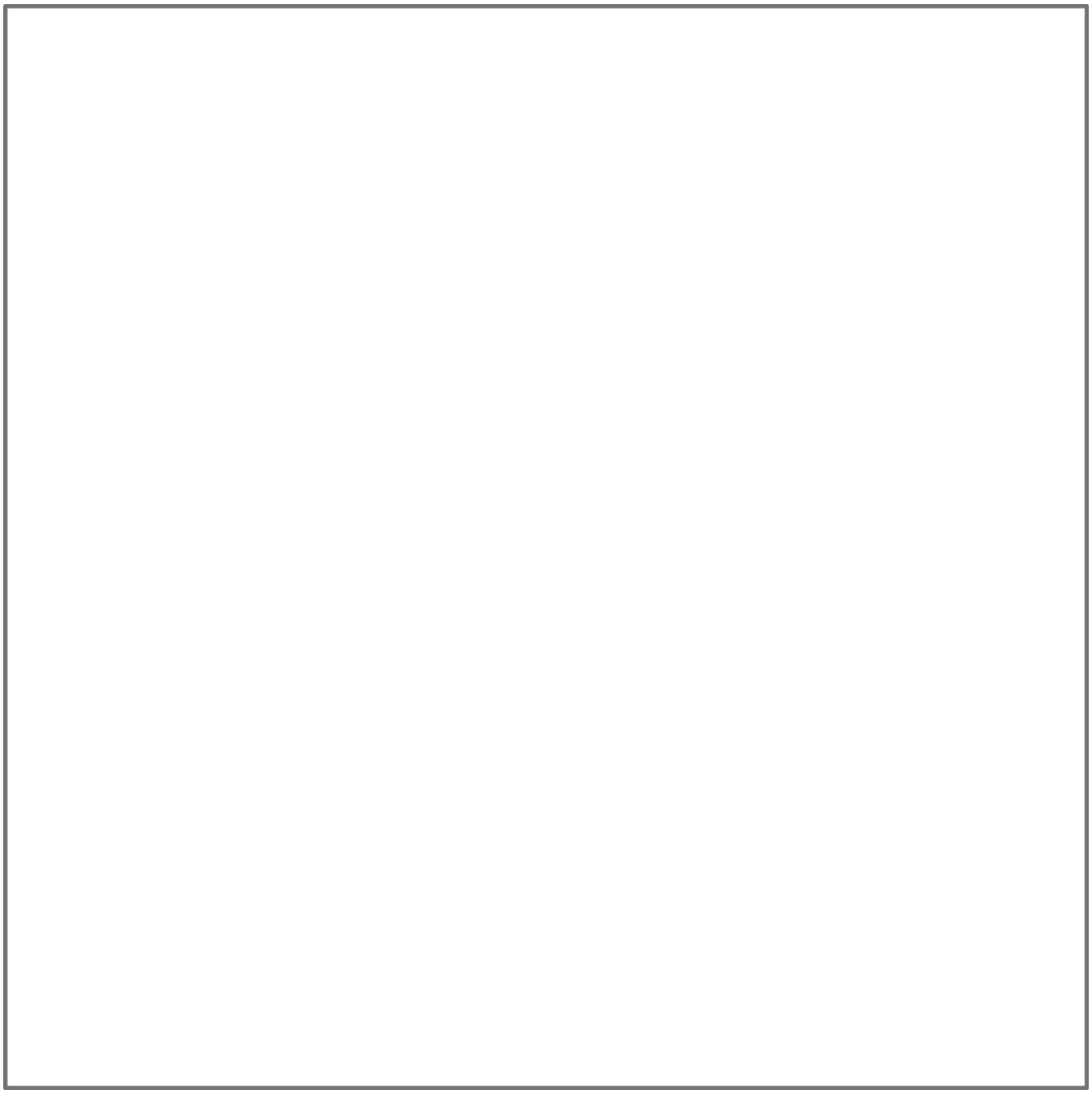
Individual Office Furniture Plan



Individual Office Furniture Plan

Relocation Instructions

Employee Name:	
Room Number:	Color:



Please Indicate the Correct Location for your Door

Return to your supervisor prior to: _____

COST FILE

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

The Proposer shall provide pricing for the services offered under this RFP, as applicable to the service categories proposed, in accordance with the structure outlined below.

1. **Scope of Services Proposed.** The Proposer shall indicate all service categories included in this Proposal (check all that apply):
   - ☑ Move Project Management and Planning Services
   - ☑ Physical Move Services
   - ☑ ITS Smart Hands Move Services

2. **Move Project Management and Planning Services Pricing.** If the Proposer is requested to perform Move Services in the form of project management, planning, or coordination services, indicate below the method by which compensation will be calculated:
   - ☐ Fixed price, lump sum amount.
   - ☑ Personnel time at the personnel rates subject to a not to exceed amount.

3. **Physical Move Services Pricing**. If the Proposer is requested to complete Move Services that are in the nature of physical moving services indicate below the manner in which compensation for the requested physical move services will be calculated:
   - ☐ Fixed price, lump sum amount.
   - ☑ Personnel time at the personnel rates subject to a not to exceed amount.

4. **Physical Move Additional Costs**. Do the proposed rates for Physical Move Services include all labor, equipment, and materials necessary to complete the services?
   - ☑ Yes
   - ☐ No, additional costs/charges will apply for the following:

     _____

5. **ITS Smart Hands Services Pricing**. If the Proposer is requested to perform ITS Smart Hands services, indicate below the method by which compensation will be calculated:
   - ☐ Fixed price, lump sum amount.
   - ☑ Personnel time at the personnel rates subject to a not to exceed amount.

6. **ITS Smart Hands Additional Costs**. Do the proposed rates for ITS Smart Hands services include all labor, tools, equipment, and materials necessary to complete the services?
   - ☑ Yes
   - ☐ No, additional costs/charges will apply for the following:

     _____

7. **Move Project Management and Planning Services Personnel Rates**. The Proposer shall provide the following hourly rates for personnel performing Move Project Management and Planning Services.

Name	Title/Position	Proposed Hourly Rate		
		Months 1-12	Months 13-24	Months 25-36
Ulises Flores	Account Manager	$64.00	$66.00	$68.00
Francisco Flores	CAD Design Services	$100.00	$103.00	$106.50

8. **Physical Move Services Personnel Rates**. The Proposer shall provide the following hourly rates for personnel performing Physical Move Services.

8.1. Straight Time Rates. Provide straight-time hourly rates for personnel performing Physical Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Straight-Time Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$62.00	$64.00	$66.00
Crew Superintendent/Supervisor	$56.00	$58.00	$60.00
Skilled Laborer	$55.00	$57.00	$59.00
General Laborer	$41.00	$43.00	$44.50
Other: Driver & Bobtail	$79.00	$81.50	$84.00
Other:			

8.2. Overtime Rates. Provide overtime hourly rates (for work exceeding eight (8) hours per day) for personnel performing Physical Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Overtime Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$93.00	$96.00	$99.00
Crew Superintendent/Supervisor	$84.00	$87.00	$90.00
Skilled Laborer	$82.50	$85.00	$88.00
General Laborer	$61.50	$63.50	$65.50
Other: Driver & Bobtail	$108.50	$112.00	$115.50
Other:			

8.3. Sunday/Holiday Rates. Provide hourly rates for personnel performing Physical Move Services on Sundays or District-recognized holidays that are not subject to prevailing wage requirements.

Title/Position	Proposed Sunday/Holiday Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$93.00	$96.00	$99.00
Crew Superintendent/Supervisor	$84.00	$87.00	$90.00
Skilled Laborer	$82.50	$85.00	$88.00
General Laborer	$61.50	$63.50	$65.50
Other:	$108.50	$112.00	$115.50
Other:			

9. **Physical Move Prevailing Wage Rate Move Services**. If the Move Services require utilization of labor subject to prevailing wage rates, complete the following:

☐ Charges for prevailing wage rate labor will be limited to the prevailing wage rate without mark-up.

☑ Charges for prevailing wage rate labor will be subject to a mark-up of 75 % of the prevailing wage rate.

10. **Equipment and Materials Rates**. The Proposer shall provide the following rates for materials and equipment used to support Physical Move Services.

Item	Proposed Cost Rates		
	Months 1-12	Months 13-24	Months 25-36
Cardboard Boxes, New, to purchase (including delivery)	$4.35 ea. box + $462.00 del.	$4.48 ea. box + $469.50 del.	$4.61 ea. box + $477.00 del.
Cardboard Boxes, Used, to purchase (including delivery)	$1.65 ea. box + $462.00 del.	$1.70 ea. box + $469.50 del.	$1.75 ea. box + $477.00 del.

Item	Proposed Cost Rates		
	Months 1-12	Months 13-24	Months 25-36
Cardboard Boxes, New, included in Move Proposal Cost for temporary use (min. of 60 day loan), including delivery and pickup	$3.00 ea. box + $924.00 del. & p-up	$3.50 ea. box + $939.00 del. & p-up	$4.00 ea. box + $954.00 del. & p-up
Reusable Packing Containers, included in Move Proposal Cost for temporary use (min of 60 day loan), including delivery and pick up	$3.75 ea. week rental + $924.00 del. & p-up	$3.75 ea. week rental + $939.00 del. & p-up	$3.75 ea. week rental + $954.00 del. & p-up
Reusable Packing Containers Additional Rent per 30 day period following initial loan period of 60 days	Same as above		
Costs for Additional Equipment and/or Materials Not Included in Move Proposals (attach separate list and details for Cost Rates)	See Separate Lists for Additional Costs		

11. ITS Smart Hands Services Personnel Rates. The Proposer shall provide the following hourly rates for personnel performing ITS Smart Hands Services.

11.1. Straight Time Rates. Provide straight-time hourly rates for personnel performing ITS Smart Hands Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Straight-Time Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager			
Crew Superintendent/Supervisor			
Skilled Laborer	Same as Moves		
General Laborer			
Other: Computer Tech Supervisor	$59.00	$61.00	$63.00
Other: Computer Tech	$52.00	$54.00	$56.00

11.2. Overtime Rates. Provide overtime hourly rates (for work exceeding eight (8) hours per day) for personnel performing ITS Smart Hands Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Overtime Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager			
Crew Superintendent/Supervisor	Same as Moves		
Skilled Laborer			
General Laborer			
Other: Computer Tech Supervisor	$88.50	$91.50	$94.50
Other: Computer Tech	$78.00	$80.50	$83.00

11.3.

11.4. Sunday/Holiday Rates. Provide hourly rates for personnel performing ITS Smart Hands Move Services on Sundays or District-recognized holidays that are not subject to prevailing wage requirements.

Title/Position	Proposed Sunday/Holiday Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager			
Crew Superintendent/Supervisor	Same as Moves		
Skilled Laborer			
General Laborer			
Other: Computer Tech Supervisor	$88.50	$91.50	$94.50
Other: Computer Tech	$78.00	$80.50	$83.00

12. Authority. The undersigned is an employee of the Proposer and is duly authorized to: (i) complete and submit this Proposal on behalf of the Proposer; and (ii) to bind the Proposer to the proposed pricing set forth in this Proposal.

Signature: Priscilla Jackson Date: 04/30/2026

Print Name and Title: Priscilla Jackson, Corporate Secretary

Phone: 714-808-9300 Email: priscilla.jackson@pennservices.net

Item	Item Description		Months 1-12	Months 13-24	Months 25-36
Office/Industrial Carton *(new)*	15”x12”x16”		$4.35	$4.48	$4.61
Office/Industrial Carton *(used)*	15”x12”x16”		$1.65	$1.70	$1.75
Zip-Tie Pack	100 qty. each		$11.55	$11.90	$12.25
Computer Bags	14”x25”		$2.15	$2.21	$2.28
Monitor Sleeves/Covers	30”x30”		$3.60	$3.71	$3.82
Velcro(For Cable Management)	Per Roll		$51.00	$52.53	$54.11
Color Coded Labels	1,000 qty. each		$38.50	$39.66	$40.84
Carton – Small	1.5 CF	16”x12”x12”	$4.40	$4.53	$4.67
Carton – Medium	3.0 CF	18”x18”x16”	$5.50	$5.67	$5.83
Carton – Medium/Large	4.5 CF	18”x18”x22”	$6.05	$6.23	$6.42
Carton – Large	6.0 CF	22”x22”x21”	$7.15	$7.36	$7.59
Flat Screen Carrier	48”		$55.00	$56.65	$58.35
Flat Screen Carrier	56”		$66.00	$67.98	$70.02
Flat Screen Carrier	65”		$71.50	$73.65	$75.85
Flat Screen Carrier	75”		$82.50	$84.98	$87.52
Dishpack	5.0 CF	18”x18”x27”	$13.25	$13.65	$14.06
Boxed Cell Kit for Dishpack	Sold Separately		$9.00	$9.27	$9.55
Wardrobe with Bar	24” Bar	24”x20”x47”	$17.60	$18.13	$18.67
Mirror Carton	4 piece	37”x4”x30”-60”	$13.20	$13.60	$14.00
Lamp Carton	12”x12”x40”		$6.60	$6.80	$7.00
Record Storage Carton with Lid	15”x12”x10”		$4.35	$4.48	$4.61
Unprinted Newspaper	Per Roll		$44.00	$45.32	$46.68
Paper Pads	Each		$3.30	$3.40	$3.50
Tape Roll – Tan	Per Roll		$7.70	$7.93	$8.17
Bubble-wrap – Small	48”x750’	Per Roll	$385.00	$396.55	$408.45
Bubble-wrap – Medium	24”x250’	Per Roll	$159.50	$164.29	$169.21
Bubble-wrap – Large	48”x250’	Per Roll	$214.50	$220.94	$227.56
Shrink-wrap Roll	24”x500’	Per Roll	$49.50	$50.99	$52.51
D Container	L 58”x W 41”x H 45”		$159.50	$164.29	$169.21
E Container	L 41”x W 29”x H 26”		$104.50	$107.64	$110.86
Carpet Mask	Per Roll		$137.50	$141.63	$145.87
Mattress Carton – 3x3	75”x39”x7”		$17.60	$18.13	$18.67
Mattress Carton – 4x6	75”x54”x7”		$22.00	$22.66	$23.34
Mattress Carton – King/Queen	81”x78”x7”		$22.00	$22.66	$23.34
Mattress Carton – King Split	Two		$39.60	$40.79	$42.01
Corrugated	Per Roll		$165.00	$169.95	$175.05
Art Hangers	Each		$1.00	$1.03	$1.06
EZ Anchors	Each		$1.50	$1.55	$1.59
Toggles	Each		$2.25	$2.32	$2.39
Cable Management	Each		$8.00	$8.00	$8.00
Pallets	Each		$20.00	$21.00	$22.00
Fuel Surcharge	Per Truck		$225.00	-	-
Disposal Fees	Per Bobtail Load		$250.00	$257.50	$265.50

Rental Equipment – Months 1-12; 13-24 & 25-36			
Equipment Type	**Daily Rates**	**Weekly Rates**	**Monthly Rates**
Library Carts *- Each shelf is 45" wide x 11.5" deep* *- Three (3) shelves per side*	$3.00	$15.00	$60.00
Gondolas *- 46" wide x 23" deep*	$3.00	$15.00	$60.00
Dollies	$2.00	$10.00	$50.00
Speed Packs	$2.00	$10.00	$50.00
Forklift (Forklift Op. Sep. Rate)	$575.00	$1,625.00	
Trailer *(Hold-on-Van/Truck Fee)*	$175.00	$500.00	$1,250.00
40' Container (3 mons. min)	-	-	$700.00
Flat Bed*	$175.00	$350.00	$1,200.00
Trailer* – Freight 48'	$175.00	$350.00	$1,200.00
Trailer* – Air-Ride 48'	$175.00	$350.00	$1,200.00
Trailer* – Freight 53'	$175.00	$450.00	$1,200.00
Trailer* – Air-Ride 53'	$175.00	$400.00	$1,200.00
**Note: Additional $0.50 per mile*			

Warehousing	**Rates**	**Minimum Charge**
Storage on month-to-month basis (30 day minimum) *No minimum square footage requirement*		
Access with 24 hour advance notice		
Pallet Storage for long-term storage *(per pallet, per month)*	$20.00	$20.00
Vaulted storage for long-term storage *(per vault, per month)*	$68.00	$68.00
Overflow Storage *(per sq. foot, per month)*	$1.60	$60.00
Warehousemen	Months 1-12; 13-24; 25-36 $46.00; $47.50; $49.00	

A. Service Delivery Capacity

Penn Corporate Relocation Services operates as a dedicated commercial relocation provider with the capacity to support projects ranging from small office moves to large-scale, multi-phase relocations.

Organizational Structure:
- Project Management Team
- Move Technicians and Crew Leads

Operational Capacity:
- Scalable workforce to support simultaneous projects
- Ability to deploy crews based on project size and urgency

Resources:
- Move equipment including dollies, carts, lift equipment, and protective materials
- Fleet support for local and regional relocations
- Standardized move kits for efficient deployment

Capability Summary:
The firm is structured to support both planned relocations and time-sensitive, as-needed assignments while maintaining consistency in execution and quality control.

B. IT Support

Penn Corporate Relocation Services provides IT support as part of integrated relocation services.

Capabilities include:
- Workstation disconnect and reconnection
- Cable management and labeling
- Basic hardware repositioning and setup support
- Verification of system functionality post-move (power, connectivity checks)

Tools and Equipment:
- Standard IT hand tools
- Cable labeling and management systems
- Testing procedures for basic endpoint verification

Staff Training:
- Field staff trained in safe handling of IT equipment
- Familiarity with standard office workstation configurations

Note: Services do not include advanced IT engineering, server configuration, or network infrastructure redesign unless otherwise specified.

C. Specialized Handling Experience

The firm has extensive experience handling sensitive and high-value assets across multiple environments.

Experience includes:
- Information technology equipment (desktops, monitors, peripherals)
- Administrative and executive office environments
- Educational and instructional spaces
- Library and archival materials
- Conference and collaborative workspaces

Handling Procedures:
- Use of protective packing materials
- Asset tagging and tracking systems
- Controlled handling protocols for sensitive equipment
- Coordination with client representatives for high-value items

D. Partner and Subcontractor Infrastructure

Penn Corporate Relocation Services utilizes a limited network of vetted subcontractors and partners to support specialized project needs when required.

Roles may include:
- Equipment transportation augmentation for large-scale moves

Management Approach:
- All subcontractors are coordinated under Penn project management oversight
- Clear scope definitions are established prior to engagement
- Performance is monitored to ensure alignment with project standards

Experience:
The firm maintains established working relationships with subcontractors and has successfully delivered coordinated multi-party relocation projects.

E. Relevant Experience

MiraCosta Community College:
- Scope: Provided services for District Wide Technology Services to inventory all campuses technology.
- Services: Comprehensive planning, coordination, and inventory tracking.
- Outcome: Successfully completed on schedule and within the agreed contract budget.

Newport-Mesa Unified School District:
- Scope: Relocated 26 classrooms at Mariners Elementary, the library at Newport Coast Elementary, and 23 classrooms and the library at Newport Heights Elementary to support tenant improvement projects.
- Services: Project management, inventory tracking, phased move execution
- Outcome: Successfully completed with minimal disruption to school operations.

College of the Desert:
- Scope: Relocated the college library collection, including general collections, rare books, reference materials, and periodicals, as well as library and TASC staff and associated equipment and supplies, to a newly renovated campus facility.
- Services: Project management, inventory tracking, phased move execution
- Outcome: Completed ahead of schedule with enhanced space utilization and operational efficiency.

MASTER SERVICES AGREEMENT FOR MOVE SERVICES

This Master Services Agreement ("Agreement") is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California ("District) and **Sullivan Moving & Storage** ("Contractor"). District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

WHEREAS, in or about April 2026, the District issued a Request for Proposals ("RFP") requesting proposals from qualified firms to provide Move Services, including Move Project Management and Planning Services, Physical Move Services, and ITS Smart Hands Services;

WHEREAS, the Contractor submitted a response to the RFP ("Proposal"); by this reference, the Proposal is incorporated herein;

WHEREAS, the Contractor is engaged in the business of providing Move Services and has the capability and capacity to perform the Move Services contemplated under this Agreement;

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services described in this Agreement, is properly licensed or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

WHEREAS, the District desires to engage Contractor for the purpose of performing the Services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Services to be provided by Contractor. Contractor shall perform the services for the District as set forth in this Agreement and in the attached Exhibit A, which is fully incorporated into this Agreement by this reference (collectively "Services"), and in accordance with the terms and conditions in this Agreement. Contractor agrees to perform the Services consistent with the professional skill and care of Contractor's profession and in compliance with all applicable laws and regulations. All of Contractor's activities will be at its own risk and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor's employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor's employees, agents, consultants, or subcontractors from the District's facilities upon the District's instruction, as determined by the District in its sole discretion, for any or no reason. Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services

2. Project Assignment Amendment ("PAA").

a. **Authorization of Services.** Services under this Agreement shall be performed on an as-needed basis and only upon authorization by the District through a Project Assignment Amendment ("PAA"). No Services shall be performed, and no compensation shall be due, unless authorized by an executed PAA.

b. **Authorization of Services.** Services under this Agreement shall be performed on an as-needed basis and only upon authorization by the District through a Project Assignment Amendment ("PAA"). No Services shall be performed, and no compensation shall be due, unless authorized by an executed PAA.

c. **Scope of Services.** Each PAA shall define the specific scope of Services to be performed, which may include any combination of Move Project Management and Planning Services, Physical Move Services, ITS Smart Hands Services, or other related services required by the District.
d. **PAA Requirements.** Each PAA shall include, as applicable, a description of the Services, project schedule, compensation, and any project-specific requirements or conditions. In the event the District requests proposals from multiple contractors, the District reserves the right to select the contractor and issue a PAA based on its evaluation and in its sole discretion.
e. **District Discretion.** The District may, in its sole discretion, issue a PAA directly to the Contractor or request that the Contractor submit a proposal for specific Services.

3. Time is of the Essence. Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement. Contractor shall promptly notify the District of any expected delay in the performance of Services.

4. Term. This Agreement will begin and will be completed by the dates specified in Exhibit A. Completion of the Services, including all deliverables as described in Exhibit A, must be made to the satisfaction of the District.

5. Compensation. The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in Exhibit A.

6. Licenses and Permits. Contractor and all of Contractor's employees, agents, consultants, and subcontractors, will secure and maintain in force throughout the term of this Agreement all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.

7. Taxes. Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.

8. Expenses and Equipment. Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

9. Travel Expenses. All travel, lodging, and meal per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Contractor under the terms of the Agreement will be reviewed against the District's Employee Travel Policy. Current United States GSA Domestic Per Diem Rates (the "Rates") for meals are available at: https://www.gsa.gov/travel/. Current IRS mileage reimbursements rates are available at: https://www.irs.gov/tax-professionals/standard-mileage-rates. No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy and hotel rooms other than standard will not be reimbursed. Lodging charges are for reasonable, single occupancy, standard room rates. Lodging charges in excess of standard room rates will not be reimbursed.

10. Independent Contractor. In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

11. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to COVID-19, or other viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements, including those related to preventing exposure to COVID-19, at all times. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment ("PPE"), and other workplace standards that apply to preventing occupational exposure to COVID-19 or other viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold District harmless from any claims, demands, or liabilities (including attorneys' fees and costs), brought by Contractor's employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District's facilities or performing Services for the District, including exposure to COVID-19 or other viral or bacterial agents, or in any way arising out of or related to being present or performing services at District's property. Contractor, its employees, and/or its subcontractors will, at all times, comply with the District's COVID-19 protocols while at any of the District's property locations: http://miracosta.edu/contractor-covid-protocols

12. Termination. District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or prior to the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services. The Agreement shall immediately terminate if Contractor or District's funding, licenses, accreditations, or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Contractor or District by any accreditation or regulatory agency.

13. Ownership of Work Product. The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the Services, including any intellectual property, systems, materials, documents, or other work product performed, produced, or created under this Agreement or related to the Services (collectively "Work Product"). Contractor assigns to District any and all rights Contractor could have, may have, or does have, in the Work Product, and District shall have all right, title, and

interest in the Work Product, including the right to secure and maintain the copyright, trademark, and patent of the Work Product. The District shall be permitted, in its sole discretion, to reproduce, distribute, modify, and use the Work Product in any manner desired. Contactor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.

14. Limitation of Liability. The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement.

15. Indemnification and Hold Harmless. To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys' fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury, damages or injuries/illnesses, including COVID-19, wrongful death, contractual liability, infringement of a third party's intellectual property rights, or damage to property ("Claim"), arising from or related to any act or omission of Contractor or its employees, officers, consultants, agents, subcontractors, or volunteers, except the extent that a Claim is caused by the District's gross negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.

16. Insurance. Contractor must procure and maintain during the term of the Agreement, and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

a. **Commercial General Liability Insurance.** Commercial General Liability insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);

b. **Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance with limits not less than $1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.

c. **Workers' Compensation and Employers' Liability Insurance.** In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than $1,000,000 per occurrence (accident) and $1,000,000 per employee (disease).

d. **Professional Liability Insurance.** Professional Liability insurance with limits not less than $1,000,000 each claim and $2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractors employees, agents, consultants, or subcontractors.

e. **Proof of Insurance and Insurance Terms.** Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds. Endorsement should be made out as follows:

> MiraCosta Community College District and its trustees, officers, agents, employees, volunteers, and students ("Additional Insureds")

Attention: Justin Crast, Risk Manager
1 Barnard Drive
Oceanside, California 92056

Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

17. Confidential Information. Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors may have access to private and confidential information in the District's possession, custody, or control, including but not limited to private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless otherwise required by law. Contractor will immediately notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.

18. Disabled Accessibility and Electronic and Information Technologies. Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement. Contractor and any of its agents, consultants, and subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

19. Non-Discrimination. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military

status or any other category protected by law. Contractor agrees to require like compliance by all hired agents, consultants, and subcontractors.

20. Complaints and Investigations. Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

22. Audit. Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

23. Registration for Public Works. If Contractor is performing a public work, as defined by California Labor Code Section 1720, Contractor must comply with all applicable rules and regulations, including adhering to the requirements of California Labor Code Section 1725.5 (Department of Industrial Relations Contractor Registration), as a prerequisite to performing any Services under this Agreement.

24. Advertising. Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

25. Notice. All notices required or permitted to be given under this Agreement by either Party to the other, shall be deemed to have been given, served, and received, if given in writing and either personally delivered or deposited in the Unites States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:
Mina Hernandez
Director, Purchasing, Contracts & Material Management
MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056

For Contractor:
Contact information as referenced in Exhibit A

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

26. Non-Waiver. The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

28. Conflict of Interest and Prohibited Interests. The District reserves the right, to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate any Contractor or Contractor employee, if any such conflict is discovered.

29. Governing Law. This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

30. Force Majeure. Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, such as COVID-19, or other events that are outside of a Party's reasonable control, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during a force majeure event.

31. Disputes. Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

32. Mediation; Arbitration. The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

33. Successors; No Assignment. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.

34. Entire Agreement. This Agreement and its Exhibits constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit or other attachment to this Agreement or other documents related to the Services, the provisions of the body of this Agreement shall prevail.

35. Recitals. The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.

36. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

37. Authority. Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the dates set forth below.

"DISTRICT" **MIRACOSTA COMMUNITY COLLEGE DISTRICT**	**"CONTRACTOR"** **SULLIVAN MOVING & STORAGE**
Signature:_____	**Signature:**_____
Name: Elba Gomez	**Name:** Steven DeBolt
Title: Vice President, Administrative Services	**Title:** Vice President / General Manager
Date: _____	**Date:** _____

EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION

Contractor:
Sullivan Moving & Storage
Aron Fleck, Director of Commercial Sales
5704 Copley Dr.
San Diego, CA 92111
858-244-5487
afleck@mesamoving.com

Physical Move District Point of Contact:
Tom Macias, Director of Facilities
Oceanside Campus: MiraCosta College, 1 Barnard Drive, Oceanside, CA 92056
760-795-6691
tmacias@miracosta.edu

ITS Smart Hands Move District Point of Contact:
Shanon Macintyre, Director, Technology Support Services
Oceanside Campus: MiraCosta College, 1 Barnard Drive, Oceanside, CA 92056
760-795-6731
smacintyre@miracosta.edu

Agreement Period:
Start Date: 7/1/2026
End Date: 6/30/2029

Scope of Work - Description of Services and Deliverables:
See Move Management Services RFP #07-26 and Exhibit B – Contractors Proposal

Rate and Method of Payment:
See Exhibit C – Contractor's Cost File

Payment and Compensation Terms:
Invoices. Contractor will submit monthly invoices to District's Point of Contact with supportive documentation that evidences the services and work that Contractor performed and all costs or expenses set forth in the invoice. District will pay Contractor all undisputed amounts owed within 30 days of the District's receipt of the invoice from the Contractor.
Additional Services. The Parties agree the District will not pay Contractor for any additional services performed without the District's prior written approval for those additional services.

PROJECT ASSIGNMENT AMENDMENT
EXHIBIT A TO MASTER SERVICES AGREEMENT FOR MOVE SERVICES

This Project Assignment Amendment ("PAA") is entered by and between MiraCosta Community College District and _____ ("Contractor") as of Click here to enter a date. and is issued pursuant to the Master Services Agreement for Move Services ("Agreement") between the parties.

WHEREAS, the District and Contractor entered into a Master Services Agreement for Move Services ("Agreement"), pursuant to which the Contractor may perform services on an as-needed basis as authorized by the District;

WHEREAS, the District intends to utilize this Agreement as a master services agreement under which specific Services may be authorized on an as-needed basis through Project Assignment Amendments ("PAA");

NOW THEREFORE, the District and Contractor agree as follows:

1. Services. The Services under this PAA include (check all that apply):

   ☐ Move Project Management Services and Planning Services

   ☐ Physical Move Services

   ☐ ITS Smart Hands Services

2. Scope of Services. The Contractor shall perform the Services described in the Contractor's proposal #_____ _____ dated Click here to enter a date. which is incorporated herein by this reference, in accordance with the selected service categories identified in Section 1 of this PAA.
   Note: In the event of any conflict between the Contractor's proposal and the terms of this PAA or the Agreement, the terms of this PAA and the Agreement shall govern.

3. Schedule and Locations The Services shall be performed in accordance with the Contractor's proposal referenced in Section 2 of this PAA, as summarized below:
   Project Name: _____

   Start Date: Click here to enter a date. Project Duration (Calendar Days):_____

   Move From Location (Campus and or Room): _____

   Move To Location (Campus and or Room): _____

4. Compensation. The payment due to the Contractor for Services performed under this PAA shall be as follows:

   ☐ **Lump Sum**: A fixed price of _____ Dollars ($_____). inclusive of all costs.

   ☐ **Time and Materials.** Compensation based on personnel time and materials in accordance with the Contractor's approved rate schedule, with a not-to-exceed amount of _____ Dollars ($_____).

   No additional compensation shall be paid unless authorized in writing by the District.

"DISTRICT" **MIRACOSTA COMMUNITY COLLEGE DISTRICT**	**"CONTRACTOR"** **LEGAL ENTITY NAME**
Signature:_____	**Signature:**_____
Name: Elba Gomez	**Name:** Name of Legal Authorized Signer
Title: Vice President, Administrative Services	**Title:** Title of Legal Authorized Signer
Date: _____	**Date:** _____

Sullivan
Moving & Storage, Inc.
5704 Copley Drive
San Diego, CA 92111
(858) 874-2600

May 4, 2026

Kim Simonds
Purchasing Supervisor
MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056

RE: RFP 07-26 – Move Management Services Proposal Submission

Dear Ms. Simonds,

Sullivan Moving & Storage, A Mesa Systems Company (“Sullivan”), is pleased to submit this proposal in response to RFP 07-26 for Move Management Services. We appreciate the opportunity to be considered and have prepared this response in accordance with the District’s requirements. We understand the District’s intent to establish a qualified bench of contractors to support a wide range of on-call relocation and move management needs across its campuses and facilities.

A. Bidder Identification

Sullivan Moving & Storage, A Mesa Systems Company
5704 Copley Drive
San Diego, CA 92111
Website: www.mesamoving.com
Phone: (858) 874-2600

B. Primary Contact

Aron R. Fleck
Director of Commercial Sales
Sullivan Moving & Storage, A Mesa Systems Company
5704 Copley Drive
San Diego, CA 92111
Direct: (858) 244-5489
Mobile : (619) 405-4310
Email: AFleck@MesaMoving.com

C. Statement of Qualifications

Sullivan is a full-service commercial relocation and logistics provider with extensive experience supporting public agencies, higher education institutions, and complex operational environments throughout Southern California and beyond.

We specialize in delivering structured, well-coordinated move management and execution solutions that align with client schedules, operational constraints, and stakeholder coordination requirements.

Our team has successfully supported projects ranging from small departmental relocations to large-scale, multi-phase campus and facility moves involving administrative offices, classrooms, laboratories, and specialized environments. Our team has supported similar projects for regional higher education and public sector clients.

We understand that services will be assigned on a project-by-project basis through Project Assignment Amendments (PAAs), and our team is structured to respond quickly and scale resources based on each project's specific scope, schedule, and requirements.

For this proposal, Sullivan is offering the following service categories:

- Move Project Management and Planning Services
- Physical Move Services
- ITS Smart Hands Services (performed directly and/or coordinated with qualified technical partners as required)

Our approach is centered on proactive planning, clear communication, and disciplined execution. Each project is led by an experienced Project Manager who serves as the primary point of coordination with District staff and stakeholders. We develop detailed move schedules, labeling systems, and execution strategies tailored to each Project Assignment Amendment (PAA), ensuring flexibility and responsiveness across a variety of project types and complexities.

As a San Diego-based provider with immediate proximity to MiraCosta College's service area, Sullivan offers responsive service and the ability to mobilize quickly in support of District needs. In addition, as part of Mesa Systems, we have access to a nationwide network of resources and partners, allowing us to scale appropriately while maintaining consistent service standards.

D. Proposal Validity

This proposal shall remain valid for a period of not less than one hundred eighty (180) days from the Proposal Opening Date.

Sullivan is committed to delivering professional, organized, and responsive move management services that support the District's operational needs and deliver consistent, high-quality results across a variety of project types. We appreciate your time and consideration and look forward to the opportunity to support MiraCosta College.

E. Authorized Signature

The undersigned is authorized to bind Sullivan Moving & Storage, A Mesa Systems Company to the terms of this Proposal and any subsequent Move Services Agreement.

Steven DeBolt
_____
Steven DeBolt
Vice President/General Manager
Sullivan Moving & Storage, A Mesa Systems Company

METHODOLOGY & PROJECT IMPLEMENTATION

Sullivan Moving & Storage, A Mesa Systems Company ("Sullivan"), utilizes a structured, proven approach to delivering coordinated, efficient, and high-quality relocation services. Our methodology is designed to support MiraCosta College's operational needs while minimizing disruption to students, faculty, and staff.

In practice, this means careful planning before the move begins, clear communication with all stakeholders, and organized execution in the field to ensure that each phase of the project is completed accurately and on schedule.

Our process integrates Move Project Management and Planning Services, Physical Move Services, and ITS Smart Hands Services into a cohesive delivery model that emphasizes proactive planning, clear communication, disciplined execution, and continuous quality control.

A. Comprehensive Move Workplan

(Applies to: All Service Categories)

Pre-Move Coordination

Sullivan begins each project with a detailed planning phase designed to fully understand project scope, constraints, and stakeholder requirements. This phase is critical to ensuring that the move is organized, predictable, and aligned with MiraCosta College's operational needs before any physical work begins.

This includes:

- On-site walkthroughs of origin and destination facilities
- Coordination with MiraCosta College project stakeholders and facilities staff
- Review of floor plans, access points, elevators, and staging areas
- Identification of special handling requirements (technology, labs, sensitive equipment)
- Development of a project-specific move sequence and logistics plan

Sullivan assigns a dedicated Project Manager who serves as the single point of contact and is responsible for developing and managing the overall move plan. This ensures clear communication, accountability, and consistency throughout the project.

We implement structured planning tools, including:

- Move schedules and sequencing plans (see Sample Move Workplan – Required Deliverables)
- Color-coded labeling systems for asset tracking and placement
- Department-level coordination and planning sessions

- Pre-move checklists and readiness verification

These processes are consistent with Sullivan's established planning methodology and are designed to ensure that all stakeholders are aligned and that the project is fully prepared prior to move execution.

User Communication

Sullivan prepares MiraCosta College staff for relocation through clear, structured communication and training materials. Effective communication is a key component of a successful move, as it helps ensure that employees understand their role and are properly prepared in advance.

This includes:

- Distribution of Packing Instructions and Labeling Guidelines (see Packing Instructions – Additional Sample Deliverables)
- Move orientation meetings or coordination sessions (as required)
- Department-specific guidance and planning support
- Instructions for labeling, packing, and workstation preparation

Employees are provided with clear expectations, including labeling requirements, packing responsibilities, and move-day procedures. These efforts help reduce confusion, improve efficiency, and support a smooth transition on move day.

Integrated Scheduling (Physical + ITS)

(Applies to: Physical Move Services and ITS Smart Hands Services)

For projects involving both physical relocation and ITS Smart Hands services, Sullivan develops an integrated schedule that aligns all activities to ensure continuity of operations. This coordination is especially important in campus environments where downtime must be minimized.

This includes:

- Coordinating disconnect, transport, and reconnection activities
- Sequencing moves to prioritize critical departments or functions
- Aligning physical delivery with workstation setup readiness
- Coordinating with MiraCosta College ITS staff for system activation and validation

This integrated approach ensures that spaces are not only physically moved, but also functionally ready for use as quickly as possible. Our goal is to ensure that workspaces are

complete, organized, and ready for user access with minimal disruption.

B. Move-Day Management

(Applies.to¿All.Service.Categories)

Asset Protection

Sullivan implements comprehensive building and asset protection measures at both origin and destination locations. These measures are put in place prior to any move activity to ensure that facilities are protected and that work can proceed in a controlled and organized manner.

Protection methods include:

- Masonite, Ram Board, and protective coverings for floors
- Corner guards and wall protection in high-traffic areas
- Elevator padding and protective materials
- Controlled movement pathways and staging areas

Our teams follow strict handling protocols, including maintaining safe distances from walls and surfaces and using appropriate equipment for all materials. This approach helps prevent damage, maintain a clean work environment, and reduce the risk of disruption during move activities.

Service Execution

Physical Move Services

Sullivan utilizes trained crews and specialized equipment to safely and efficiently execute all move activities. Move-day operations are performed in accordance with the pre-established workplan to ensure consistency and accuracy.

Procedures include:

- Systematic loading using dollies, panel carts, and specialized equipment
- Controlled transport of furniture, equipment, and boxed materials
- Placement of all items according to pre-established room diagrams and labeling systems (see.Office.Layout.Diagram.- .Additional.Sample.Deliverables)
- Coordination with on-site supervisors to ensure accurate placement

All assets are placed directly into their designated locations, minimizing post-move handling and reducing the need for adjustments after the move is complete.

ITS Smart Hands Services

Sullivan provides structured workflows for handling technology assets to ensure that equipment is properly disconnected, transported, and reinstalled. These processes are designed to maintain organization, protect equipment, and support efficient reactivation of workstations.

This includes:

- Workstation disconnect and documentation
- Inventory and labeling of components
- Safe transport using electronics carts
- Reconnection of equipment and peripherals
- Verification of physical connectivity and readiness

These activities are documented using standardized tools such as the Technical Services Form (see.Required.Sample.Deliverables), which captures disconnect/reconnect status, equipment details, and technician verification. This ensures accountability and provides a clear record of work completed.

Cable Management Standards

(Applies.to¿ITS.Smart.Hands.Services)

Sullivan ensures clean, organized, and professional workstation setups through structured cable management practices. Proper cable management is important not only for appearance, but also for safety, accessibility, and long-term usability of the workspace.

This includes:

- Bundling and securing cables using Velcro ties and cable management systems
- Organizing power and data cables for accessibility and safety
- Ensuring consistent and professional workstation presentation

This approach supports both functionality and long-term maintainability, helping ensure that workstations remain organized and easy to support after the move is complete.

C. Quality Assurance and Quality Control (QA/QC)

(Applies.to¿All.Service.Categories)

Sullivan maintains a proactive QA/QC program to ensure accuracy, accountability, and overall client satisfaction. This program confirms that all work is completed in accordance with the project scope and that any issues are identified and resolved quickly.

Service Verification

Supervisors and project leadership verify that all work is completed accurately and in alignment with the approved move plan.

- Supervisors verify completion of all tasks against the project scope
- Placement is confirmed using labeling systems and layout diagrams (see.Office. Layout.Diagram.- .Additional.Sample.Deliverables)
- Workstations and equipment are reviewed for completeness

This process helps ensure that items are delivered and installed correctly the first time, minimizing the need for rework or adjustments.

Issue Tracking

Sullivan uses a structured process to identify, document, and resolve any issues that arise during the move.

- Use of a Move Issue Log to document and track any issues (see.Required.Sample. Deliverables)
- Real-time communication with MiraCosta College project leads
- Immediate corrective actions when required

This approach ensures that issues are addressed promptly and transparently, with clear communication throughout the resolution process.

Post-Move Walkthrough

Upon completion of move activities, Sullivan conducts a final walkthrough with MiraCosta College representatives to confirm that all work has been completed to expectations.

- Joint walkthrough with MiraCosta College representatives
- Development of a punch list for any outstanding items (see.Required.Sample. Deliverables)
- Deployment of post-move support teams to resolve items promptly

This step provides a clear and documented closeout process, ensuring that any remaining items are addressed quickly and efficiently.

Sullivan remains engaged post-move to ensure all services meet expectations and project requirements. Our goal is to deliver not only a successful move, but a fully complete and functional end result.

D. Sustainability and Waste Management

(Applies.to¿Physical.Move.Services)

Sullivan is committed to environmentally responsible practices throughout the relocation process. Our approach focuses on reducing waste, maximizing reuse, and ensuring that materials are handled and disposed of in accordance with MiraCosta College's requirements.

Waste Reduction

Sullivan implements practical strategies to reduce waste generated during relocation activities.

- Use of reusable moving materials (carts, bins, protective coverings)
- Efficient packing strategies to reduce excess materials
- Encouragement of pre-move purging and consolidation

These practices help minimize the volume of materials generated during the move and support a more efficient overall process.

Proper Disposal

When materials cannot be reused, Sullivan ensures that they are handled responsibly and in accordance with project requirements.

- Recycling of cardboard, packing materials, and e-waste
- Coordination with MiraCosta College for approved disposal procedures
- Donation or reuse of furniture and equipment where appropriate

This approach supports compliance with District guidelines while reducing environmental impact.

E. Damage and Claims Resolution

(Applies.to¿All.Service.Categories)

Sullivan maintains clear, structured procedures for identifying, documenting, and resolving any damage or claims that may arise during the course of a project. Our approach is

focused on prompt communication, accurate documentation, and timely resolution to ensure that issues are addressed efficiently and transparently.

Damage Documentation

Sullivan personnel are trained to identify and report any damage immediately to ensure that all incidents are properly documented and communicated.

- Immediate reporting of any observed damage
- Photographic documentation and written incident reports
- Notification to the Project Manager and MiraCosta College representative

This process ensures that all parties are informed in real time and that a clear record is established for resolution.

Claims Resolution

Sullivan follows a structured process to review and resolve claims in a timely and professional manner.

- Prompt review and evaluation of reported issues
- Coordination with Sullivan's claims department
- Timely resolution in accordance with contract requirements

Our goal is to resolve claims quickly and fairly while minimizing disruption to the District.

Coordination

Sullivan maintains ongoing communication with MiraCosta College throughout the claims process to ensure transparency and alignment.

- Ongoing communication with MiraCosta College Project Lead
- Transparent tracking of claims status and resolution
- Commitment to fair and efficient resolution of all issues

This approach ensures that any issues are handled proactively, with clear communication and accountability from initial reporting through final resolution.

TECHNICAL CAPABILITIES AND FIRM EXPERIENCE

Sullivan Moving & Storage, A Mesa Systems Company (“Sullivan”), provides comprehensive move management, physical relocation, and coordinated technical support services for public sector, higher education, and complex operational environments.

Our capabilities are structured to support both large-scale, multi-phase relocations and smaller, as-needed assignments delivered through Project Assignment Amendments (PAAs). In practical terms, this means Sullivan is equipped to quickly align the right personnel, equipment, and resources for each project, whether supporting a single department move or a larger, multi-phase campus relocation.

Sullivan is proposing the following service categories under this RFP:

- Move Project Management and Planning Services
- Physical Move Services
- ITS Smart Hands Services (performed directly and/or coordinated with qualified technical partners, as required)

A. Service Delivery Capacity

(Applies.to¿Move.Project.Management.and.Planning.Services·.Physical.Move.Services·.ITS.Smart.Hands.Services)

Sullivan maintains a structured operational model designed to deliver scalable, responsive, and well-coordinated relocation services. Our organizational structure includes dedicated project management, field supervision, logistics coordination, and trained moving personnel capable of supporting a wide range of project types and complexities. This approach allows Sullivan to quickly align the right people, equipment, and resources to each project, regardless of size or complexity.

Our team includes experienced Project Managers who oversee all phases of work, from pre-move planning through final closeout. Field operations are supported by trained crews, supervisors, and logistics personnel who ensure consistent execution aligned with project requirements and District expectations. This structure allows Sullivan to maintain clear communication, accountability, and oversight throughout each phase of the project.

Sullivan maintains access to a robust fleet and equipment inventory, including multiple commercial moving trucks, specialized transport equipment, protection materials, and packing resources necessary to support both routine and complex relocation activities. Our operational capacity allows us to scale staffing and equipment to meet project demands, whether supporting small departmental moves or large, multi-phase campus relocations.

We routinely manage concurrent projects and are structured to respond quickly to as-needed service requests. This flexibility allows Sullivan to effectively support the District's PAA-based service model while maintaining consistent quality, scheduling reliability, and operational control. This ensures the District can rely on Sullivan to respond quickly, adapt to changing needs, and maintain consistent service across multiple assignments.

This structure is designed to give the District a single point of accountability while still allowing the flexibility to scale resources efficiently based on each project's needs.

B. ITS Smart Hands Capabilities

(Applies to: ITS Smart Hands Services)

Sullivan provides ITS Smart Hands services focused on the physical handling, disconnection, relocation support, and reconnection of workstation and related technology assets. These services are performed directly by trained personnel and/or coordinated with qualified technical partners, depending on project scope and requirements.

Our capabilities include:

- Workstation disconnect and reconnection support
- Cable labeling, organization, and management
- Installation of cable management systems (Velcro ties, sleeves, raceways, and clips)
- Physical setup of computers, monitors, docking stations, printers, and related devices
- Verification of power connectivity and network availability (in coordination with District ITS)

Sullivan personnel are trained to follow structured protocols for handling technology assets, including proper labeling, organized cable management, and clean, professional workstation setup. Our teams focus on ensuring that workstations are physically installed, properly connected, and ready for user login, while deferring system configuration and troubleshooting to District ITS as required.

These activities are documented using standardized tools such as Sullivan's Technical Services Form (see Required Sample Deliverables), which tracks disconnect/reconnect status and equipment details.

This structured approach helps ensure that workstations are set up consistently and correctly, reducing post-move issues and minimizing the need for rework.

C. Specialized Handling Experience

(Applies.to¿Move.Project.Management.and.Planning.Services·.Physical.Move.Services·.ITS.Smart.Hands.Services)

Sullivan has extensive experience handling sensitive, high-value, and specialized assets across a variety of environments, including higher education, public sector, healthcare-adjacent, and regulated facilities. These environments often require careful coordination, clear communication, and a high level of attention to detail to ensure that operations are not disrupted during the relocation process.

Our experience includes:

- Laboratory and technical equipment relocations
- Instructional environments, including classrooms and computer labs
- Administrative offices and multi-department relocations
- Libraries, records, and archival materials
- Sensitive equipment requiring careful handling and coordination

We utilize structured handling procedures, including protective packing methods, controlled transport, and detailed labeling systems to maintain accountability and minimize risk. In practical terms, this means each item is tracked, protected, and placed exactly where it needs to go, reducing the need for rehandling and minimizing the potential for disruption.

Our teams are trained to operate within active environments, including occupied facilities, and to coordinate closely with client stakeholders to ensure minimal disruption to operations. This is especially important in campus environments where classes, administrative functions, and student services must continue without interruption.

Sullivan also has experience working in controlled and regulated environments requiring adherence to security protocols, chain-of-custody procedures, and restricted access coordination, further demonstrating our ability to manage complex and sensitive relocation requirements.

D. Partner and Subcontractor Infrastructure

(Applies to: All Service Categories, as required)

Sullivan utilizes a qualified network of experienced field teams, partners, and subcontractors to support the execution of move services, technical support services, and specialized project requirements. This model allows Sullivan to scale staffing and

resources efficiently while maintaining direct project management, coordination, and quality control through Sullivan personnel.

For each project, Sullivan will provide direct oversight through its designated Project Manager, who will serve as the single point of coordination with MiraCosta College. The Project Manager will be responsible for scheduling, communication, scope coordination, issue resolution, and ensuring that all field personnel perform in accordance with District requirements and project expectations.

For Physical Move Services, Sullivan will assign qualified moving crews based on the size, schedule, and complexity of each Project Assignment Amendment. These teams will work under Sullivan's direction and supervision, following Sullivan's move procedures, labeling requirements, protection standards, and safety expectations.

For ITS Smart Hands services, Sullivan may coordinate with qualified technical partners to support specific technical requirements, including workstation disconnect/reconnect, cable management, and physical setup of technology assets. All technical support will be performed within the approved project scope and in coordination with MiraCosta College ITS staff.

Sullivan has extensive experience managing multi-party coordination and subcontracted field resources. Our role is to ensure that all personnel, whether Sullivan employees, partners, or subcontracted teams, operate under one coordinated plan, one schedule, and one point of accountability for the District.

E. Relevant Experience

(Applies to: Move Project Management and Planning Services; Physical Move Services; ITS Smart Hands Services, as applicable)

Sullivan has successfully completed a wide range of relocation projects for higher education institutions, public agencies, and private organizations, demonstrating the ability to manage both planning and execution across diverse environments. These projects often involve active facilities, multiple stakeholders, and the need to maintain day-to-day operations throughout the relocation process.

Representative experience includes:

- **Higher Education Relocations:** Multi-phase relocations involving administrative offices, laboratories, and instructional spaces within large university environments, requiring coordination with facilities teams, departments, and technical stakeholders. These projects are typically performed in active campus settings where minimizing disruption to students, faculty, and staff is critical.

- **Public Sector Projects:** Ongoing and project-based relocation services for school districts and regional agencies, including departmental moves, facility transitions, and operational support services. These environments often require flexibility, responsiveness, and adherence to public agency requirements and procedures.

- **Complex and Phased Moves:** Execution of multi-stage relocations requiring detailed scheduling, staging, and coordination to maintain continuity of operations. This includes sequencing moves in a way that allows departments to remain functional throughout the transition.

- **Technical and Equipment Moves:** Handling and relocation of workstation technology, lab equipment, and specialized assets requiring structured processes, coordination with technical teams, and careful tracking of equipment throughout the move.

Across all projects, Sullivan emphasizes proactive planning, clear communication, and disciplined execution to deliver efficient, organized, and reliable relocation services. This approach allows Sullivan to anticipate challenges in advance, coordinate closely with client stakeholders, and ensure that each phase of the move is completed accurately and on schedule.

Our experience demonstrates the ability to adapt to varying project scopes, respond to evolving requirements, and consistently deliver successful outcomes aligned with client expectations.

This experience allows Sullivan to approach each project with a practical understanding of both the planning requirements and the realities of on-site execution.

COST FILE

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

The Proposer shall provide pricing for the services offered under this RFP, as applicable to the service categories proposed, in accordance with the structure outlined below.

1. **Scope of Services Proposed.** The Proposer shall indicate all service categories included in this Proposal (check all that apply):
   - ☑ Move Project Management and Planning Services
   - ☑ Physical Move Services
   - ☑ ITS Smart Hands Move Services

2. **Move Project Management and Planning Services Pricing.** If the Proposer is requested to perform Move Services in the form of project management, planning, or coordination services, indicate below the method by which compensation will be calculated:
   - ☐ Fixed price, lump sum amount.
   - ☑ Personnel time at the personnel rates subject to a not to exceed amount.

3. **Physical Move Services Pricing**. If the Proposer is requested to complete Move Services that are in the nature of physical moving services indicate below the manner in which compensation for the requested physical move services will be calculated:
   - ☐ Fixed price, lump sum amount.
   - ☑ Personnel time at the personnel rates subject to a not to exceed amount.

4. **Physical Move Additional Costs**. Do the proposed rates for Physical Move Services include all labor, equipment, and materials necessary to complete the services?
   - ☐ Yes
   - ☑ No, additional costs/charges will apply for the following:

     All additional services will be provided at pre-established rates where applicable, as outlined in the attached 2026–2028 Rate Sheet for MiraCosta College, or will be quoted in advance for review and approval by MiraCosta College.

     Additional services may include, but are not limited to, warehouse receiving and delivery, short- and long-term storage, equipment rental, forklifts, specialty trucks, and specialized moving equipment. Please also refer to the attached Receiving, Warehousing & Inventory Management Policy for applicable service descriptions and handling procedures.

5. **ITS Smart Hands Services Pricing**. If the Proposer is requested to perform ITS Smart Hands services, indicate below the method by which compensation will be calculated:
   - ☐ Fixed price, lump sum amount.
   - ☑ Personnel time at the personnel rates subject to a not to exceed amount.

6. **ITS Smart Hands Additional Costs**. Do the proposed rates for ITS Smart Hands services include all labor, tools, equipment, and materials necessary to complete the services?
   - ☐ Yes
   - ☑ No, additional costs/charges will apply for the following:

     All additional services will be provided at pre-established rates where applicable or will be quoted in advance for review and approval by MiraCosta College.

     Sullivan Moving & Storage is a full-service relocation and logistics provider and can support additional ITS Smart Hands requirements as needed. Additional services may include cable management specialty supplies, replacement cables, mounting hardware, power strips, surge protectors, adapters (HDMI/DisplayPort/USB), and other minor materials required to support workstation setup and functionality

7. **Move Project Management and Planning Services Personnel Rates**. The Proposer shall provide the following hourly rates for personnel performing Move Project Management and Planning Services.

Name	Title/Position	Proposed Hourly Rate		
		Months 1-12	Months 13-24	Months 25-36
Aron Fleck	Director of Commercial Sales	$ 65.00	$ 65.00	$ 67.00
To Be Determined	Administrative Support	$ 35.00	$ 35.00	$ 37.00

8. **Physical Move Services Personnel Rates**. The Proposer shall provide the following hourly rates for personnel performing Physical Move Services.

8.1. Straight Time Rates. Provide straight-time hourly rates for personnel performing Physical Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Straight-Time Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$ 65.00	$ 65.00	$ 67.00
Crew Superintendent/Supervisor	$ 60.00	$ 60.00	$ 62.00
Skilled Laborer	$ 60.00	$ 60.00	$ 62.00
General Laborer	$ 55.00	$ 55.00	$ 57.00
Other: Furniture Installer	$ 65.00	$ 65.00	$ 67.00
Other: Truck/Vehicle (Includes Fuel Surcharge)	$ 55.00	$ 55.00	$ 57.00

8.2. Overtime Rates. Provide overtime hourly rates (for work exceeding eight (8) hours per day) for personnel performing Physical Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Overtime Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$ 65.00	$ 65.00	$ 67.00
Crew Superintendent/Supervisor	$ 90.00	$ 90.00	$ 93.00
Skilled Laborer	$ 90.00	$ 90.00	$ 93.00
General Laborer	$ 82.50	$ 82.50	$ 85.50
Other: Furniture Installer	$ 97.50	$ 97.50	$ 100.50
Other: Truck/Vehicle (Includes Fuel Surcharge)	$ 55.00	$ 55.00	$ 57.00

8.3. Sunday/Holiday Rates. Provide hourly rates for personnel performing Physical Move Services on Sundays or District-recognized holidays that are not subject to prevailing wage requirements.

Title/Position	Proposed Sunday/Holiday Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$ 65.00	$ 65.00	$ 67.00
Crew Superintendent/Supervisor	$ 90.00	$ 90.00	$ 93.00
Skilled Laborer	$ 90.00	$ 90.00	$ 93.00
General Laborer	$ 82.50	$ 82.50	$ 85.50
Other: Furniture Installer	$ 97.50	$ 97.50	$ 100.50
Other: Truck/Vehicle (Includes Fuel Surcharge)	$ 55.00	$ 55.00	$ 57.00

9. **Physical Move Prevailing Wage Rate Move Services**. If the Move Services require utilization of labor subject to prevailing wage rates, complete the following:

☐ Charges for prevailing wage rate labor will be limited to the prevailing wage rate without mark-up.

☑ Charges for prevailing wage rate labor will be subject to a mark-up of **125**% of the prevailing wage rate.

10. Equipment and Materials Rates. The Proposer shall provide the following rates for materials and equipment used to support Physical Move Services.

Item	Proposed Cost Rates		
	Months 1-12	Months 13-24	Months 25-36
Cardboard Boxes, New, to purchase (including delivery)	$ 5.00	$ 5.00	$ 5.00
Cardboard Boxes, Used, to purchase (including delivery)	$ 1.50	$ 1.50	$ 1.50
Cardboard Boxes, New, included in Move Proposal Cost for temporary use (min. of 60 day loan), including delivery and pickup	$ 2.00	$ 2.00	$ 2.00
Reusable Packing Containers, included in Move Proposal Cost for temporary use (min of 60 day loan), including delivery and pick up	*$ 26.00	*$ 26.00	*$ 26.00
Reusable Packing Containers Additional Rent per 30 day period following initial loan period of 60 days	*$ 13.00	*$ 13.00	*$ 13.00
Costs for Additional Equipment and/or Materials Not Included in Move Proposals (attach separate list and details for Cost Rates)	See Attached	See Attached	See Attached

*NOTE: Reusable Packing Containers (Plastic Crates) are rented for $3.00 per week per container. The only reason for the price listed above is because of the required timeframes listed for use. MiraCosta College will only be charged the actual time used. Please see the attached 2026-2027 Rate Sheet that outlines all of Sullivan Moving & Storge's pricing provided to MiraCosta College

11. ITS Smart Hands Services Personnel Rates. The Proposer shall provide the following hourly rates for personnel performing ITS Smart Hands Services.

11.1. Straight Time Rates. Provide straight-time hourly rates for personnel performing ITS Smart Hands Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Straight-Time Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$ 65.00	$ 65.00	$ 67.00
Crew Superintendent/Supervisor	$ 60.00	$ 60.00	$ 62.00
Skilled Laborer	$ 60.00	$ 60.00	$ 62.00
General Laborer	$ 55.00	$ 55.00	$ 57.00
Other: Furniture Installer	$ 65.00	$ 65.00	$ 67.00
Other: Truck/Vehicle (Includes Fuel Surcharge)	$ 55.00	$ 55.00	$ 57.00

11.2. Overtime Rates. Provide overtime hourly rates (for work exceeding eight (8) hours per day) for personnel performing ITS Smart Hands Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Overtime Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$ 65.00	$ 65.00	$ 67.00
Crew Superintendent/Supervisor	$ 90.00	$ 90.00	$ 93.00
Skilled Laborer	$ 90.00	$ 90.00	$ 93.00
General Laborer	$ 82.50	$ 82.50	$ 85.50
Other: Furniture Installer	$ 97.50	$ 97.50	$ 100.50
Other: Truck/Vehicle (Includes Fuel Surcharge)	$ 55.00	$ 55.00	$ 57.00

11.3.

11.4. Sunday/Holiday Rates. Provide hourly rates for personnel performing ITS Smart Hands Move Services on Sundays or District-recognized holidays that are not subject to prevailing wage requirements.

Title/Position	Proposed Sunday/Holiday Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$ 65.00	$ 65.00	$ 67.00
Crew Superintendent/Supervisor	$ 90.00	$ 90.00	$ 93.00
Skilled Laborer	$ 90.00	$ 90.00	$ 93.00
General Laborer	$ 82.50	$ 82.50	$ 85.50
Other: Furniture Installer	$ 97.50	$ 97.50	$ 100.50
Other: Truck/Vehicle (Includes Fuel Surcharge)	$ 55.00	$ 55.00	$ 57.00

12. Authority. The undersigned is an employee of the Proposer and is duly authorized to: (i) complete and submit this Proposal on behalf of the Proposer; and (ii) to bind the Proposer to the proposed pricing set forth in this Proposal.

Signature: Steven DeBolt Date: **May 4, 2026**

Print Name and Title: **Steven DeBolt, Vice President/General Manager**

Phone: **858.874.2609** Email: **sdebolt@mesamoving.com**

Sullivan
Moving & Storage, Inc.
5704 Copley Drive
San Diego, CA 92111
(858) 874-2600
(800) 854-2600
(858) 874-2611 FAX

2026-2028 Rate Sheet for MiraCosta College

Labor Rates (per Cost File):

7. Move Project Management and Planning Services Personnel Rates. The Proposer shall provide the following hourly rates for personnel performing Move Project Management and Planning Services.

Name	Title/Position	Proposed Hourly Rate		
		Months 1-12	Months 13-24	Months 25-36
Aron Fleck	Director of Commercial Sales	$ 65.00	$ 65.00	$ 67.00
To Be Determined	Administrative Support	$ 35.00	$ 35.00	$ 37.00

8. Physical Move Services Personnel Rates. The Proposer shall provide the following hourly rates for personnel performing Physical Move Services.

8.1. Straight Time Rates. Provide straight-time hourly rates for personnel performing Physical Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Straight-Time Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$ 65.00	$ 65.00	$ 67.00
Crew Superintendent/Supervisor	$ 60.00	$ 60.00	$ 62.00
Skilled Laborer	$ 60.00	$ 60.00	$ 62.00
General Laborer	$ 55.00	$ 55.00	$ 57.00
Other: Furniture Installer	$ 65.00	$ 65.00	$ 67.00
Other: Truck/Vehicle (Includes Fuel Surcharge)	$ 55.00	$ 55.00	$ 57.00

8.2. Overtime Rates. Provide overtime hourly rates (for work exceeding eight (8) hours per day) for personnel performing Physical Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Overtime Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$ 65.00	$ 65.00	$ 67.00
Crew Superintendent/Supervisor	$ 90.00	$ 90.00	$ 93.00
Skilled Laborer	$ 90.00	$ 90.00	$ 93.00
General Laborer	$ 82.50	$ 82.50	$ 85.50
Other: Furniture Installer	$ 97.50	$ 97.50	$ 100.50
Other: Truck/Vehicle (Includes Fuel Surcharge)	$ 55.00	$ 55.00	$ 57.00

8.3. Sunday/Holiday Rates. Provide hourly rates for personnel performing Physical Move Services on Sundays or District-recognized holidays that are not subject to prevailing wage requirements.

Title/Position	Proposed Sunday/Holiday Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36

Project/Move Manager	$ 65.00	$ 65.00	$ 67.00
Crew Superintendent/Supervisor	$ 90.00	$ 90.00	$ 93.00
Skilled Laborer	$ 90.00	$ 90.00	$ 93.00
General Laborer	$ 82.50	$ 82.50	$ 85.50
Other: Furniture Installer	$ 97.50	$ 97.50	$ 100.50
Other: Truck/Vehicle (Includes Fuel Surcharge)	$ 55.00	$ 55.00	$ 57.00

9. **Physical Move Prevailing Wage Rate Move Services**. If the Move Services require utilization of labor subject to prevailing wage rates, complete the following:
   - ☐ Charges for prevailing wage rate labor will be limited to the prevailing wage rate without mark-up.
   - ☑ Charges for prevailing wage rate labor will be subject to a mark-up of **125**% of the prevailing wage rate.

10. **Equipment and Materials Rates**. The Proposer shall provide the following rates for materials and equipment used to support Physical Move Services.

Item	Proposed Cost Rates		
	Months 1-12	Months 13-24	Months 25-36
Cardboard Boxes, New, to purchase (including delivery)	$ 5.00	$ 5.00	$ 5.00
Cardboard Boxes, Used, to purchase (including delivery)	$ 1.50	$ 1.50	$ 1.50
Cardboard Boxes, New, included in Move Proposal Cost for temporary use (min. of 60 day loan), including delivery and pickup	$ 2.00	$ 2.00	$ 2.00
Reusable Packing Containers, included in Move Proposal Cost for temporary use (min of 60 day loan), including delivery and pick up	*$ 26.00	*$ 26.00	*$ 26.00
Reusable Packing Containers Additional Rent per 30 day period following initial loan period of 60 days	*$ 13.00	*$ 13.00	*$ 13.00
Costs for Additional Equipment and/or Materials Not Included in Move Proposals (attach separate list and details for Cost Rates)	See Attached	See Attached	See Attached

*NOTE: Reusable Packing Containers (Plastic Crates) are rented for $3.00 per week per container. The only reason for the price listed above is because of the required timeframes listed for use. MiraCosta College will only be charged the actual time used. Please see the attached 2026-2027 Rate Sheet that outlines all of Sullivan Moving & Storge's pricing provided to MiraCosta College

11. **ITS Smart Hands Services Personnel Rates**. The Proposer shall provide the following hourly rates for personnel performing ITS Smart Hands Services.

    11.1. Straight Time Rates. Provide straight-time hourly rates for personnel performing ITS Smart Hands Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Straight-Time Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$ 65.00	$ 65.00	$ 67.00
Crew Superintendent/Supervisor	$ 60.00	$ 60.00	$ 62.00
Skilled Laborer	$ 60.00	$ 60.00	$ 62.00
General Laborer	$ 55.00	$ 55.00	$ 57.00
Other: Furniture Installer	$ 65.00	$ 65.00	$ 67.00
Other: Truck/Vehicle (Includes Fuel Surcharge)	$ 55.00	$ 55.00	$ 57.00

11.2. Overtime Rates. Provide overtime hourly rates (for work exceeding eight (8) hours per day) for personnel performing ITS Smart Hands Move Services that are not subject to prevailing wage requirements.

Title/Position	Proposed Overtime Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$ 65.00	$ 65.00	$ 67.00
Crew Superintendent/Supervisor	$ 90.00	$ 90.00	$ 93.00
Skilled Laborer	$ 90.00	$ 90.00	$ 93.00
General Laborer	$ 82.50	$ 82.50	$ 85.50
Other: Furniture Installer	$ 97.50	$ 97.50	$ 100.50
Other: Truck/Vehicle (Includes Fuel Surcharge)	$ 55.00	$ 55.00	$ 57.00

11.3.

11.4. Sunday/Holiday Rates. Provide hourly rates for personnel performing ITS Smart Hands Move Services on Sundays or District-recognized holidays that are not subject to prevailing wage requirements.

Title/Position	Proposed Sunday/Holiday Hourly Rate		
	Months 1-12	Months 13-24	Months 25-36
Project/Move Manager	$ 65.00	$ 65.00	$ 67.00
Crew Superintendent/Supervisor	$ 90.00	$ 90.00	$ 93.00
Skilled Laborer	$ 90.00	$ 90.00	$ 93.00
General Laborer	$ 82.50	$ 82.50	$ 85.50
Other: Furniture Installer	$ 97.50	$ 97.50	$ 100.50
Other: Truck/Vehicle (Includes Fuel Surcharge)	$ 55.00	$ 55.00	$ 57.00

Labor Rates Notes:

- Below notes are per Sullivan Moving & Storage's general terms and conditions and may not align with MiraCosta College's contract requirements. All contracts will supersede Sullivan's terms and conditions.
- For larger, well-defined projects, Sullivan Moving & Storage may, at MiraCosta College's request, provide a flat-rate project proposal in lieu of time-and-materials billing. Flat-rate pricing is developed based on confirmed scope, schedule, and staffing assumptions and may offer cost efficiencies depending on project size and complexity.
- MiraCosta College will only be charged for the actual hours it takes to provide the service.
- Should volunteers be available at origin and destination locations to assist, time and labor quantities may be reduced.
- 4-Hour minimum, portal to portal applies unless approved in advance.
- Standard hours apply Monday – Friday 6:00 a.m. – 6:00 p.m. All other hours are considered overtime hours. Hours worked on Sunday or in excess of 12 hours will be charged double-time.
- Truck & Fuel Surcharge to be quoted for origin or destination locations over 35 miles from Sullivan Moving & Storage's San Diego warehouse.
- We separate basic furniture installation from systems furniture so the College only pays higher rates when specialized skills are truly required.
  - Furniture Installer(s): desks, tables, shelving, basic knock-down/reassembly
  - Systems Furniture Installer(s): panel systems, modular workstations, integrated electrical

Warehouse & Storage Rates:

Rates based on Claim Liability

ITEM/SERVICE		$ 0.60/lb			Full Value Up to $250,000.00	
Deliveries						
Handling IN:		$ 6.00	CWT		$ 7.00	CWT
Handling OUT:		$ 6.00	CWT		$ 7.00	CWT
Minimum:		$ 20.00	Per Occasion		$ 50.00	Per Occasion

Storage						
Per Month		$ 6.00	CWT		$ 7.00	CWT
Minimum:		$ 60.00	Per Month		$ 175.00	Per Month

Pallets						
Handling IN:		$25.00	Per Pallet		$ 27.00	Per Pallet
Handling OUT:		$25.00	Per Pallet		$ 27.00	Per Pallet
Minimum/Mo:		$25.00	Per Pallet		$ 27.00	Per Pallet

Notes:

- CWT stands for hundredweight, a unit of weight equal to 100 pounds.
- All policies and procedures outlined in the General Scope of Work, above, apply.

Materials & Equipment:

For Sale:

Item	Description	uom	Bdl/Skid	Sell Price
PACKING BOXES				
	1.5 Book Carton **16-3/8 x 12-1/2 x 12-5/8"**	ea	25/500	$ 3.00
	3.0 Medium Carton **18-1/8 x 18 x 16-1/16"**	ea	20/140	$ 4.00
	4.5 Large Carton **18 x 18 x 24"**	ea	15/135	$ 5.00
	6.0 X-Large Carton **22 x 22 x 21-1/2"**	ea	10/140	$ 6.00
	Lamp Base Carton **12 x 12 x 40"**	ea	15/300	$ 5.00
	Dish Pack 51ECT **18 x 18 x 28"**	ea	10/90	$ 4.50
TV BOXES				
	PICTURE PACK-GLASS-FLAT TV 56X8X36 DW	ea	ea	$ 21.50
	PICTURE PACK-GLASS-FLAT TV 44X6X33 DW	ea	ea	$ 18.00
	PICTURE PACK-GLASS-FLAT TV 67X8X43 DW	ea	ea	$ 41.00
	PICTURE PACK-GLASS-FLAT TV 78X8X49 DW	ea	ea	$ 52.00

Item	Description	uom	Bdl/Skid	Sell Price
	Two Piece Double Wall TV Box Fits 40"-80"	ea	ea	$ 45.00
MATTRESS BOXES				
	3/3 Twin Mattress **39 x 7 x 75"**	ea	Ea/80	$ 20.00
	4/6 Double Mattress **54 x 7 x 75"**	ea	Ea/80	$ 29.00
	King/Queen Mattress **84 x 7 x 35"**	ea	Ea/100	$ 30.00
	King/Queen Pillow Top **80 x 12 x 39"**	ea	Ea/100	$ 31.00
MIRROR BOXES				
	2MU 2-Pc Mirrir 30/40 **37-3/8 x 4-1/4 x 26-11/16"**	ea	10/140	$ 17.00
	4MU 4-Piece Mirror 40/60 **35 x 47-13/16"**	ea	20/280	$ 20.00
	2MUL 2-Piece Mirror Univ Lge **48-1/4 x 4-3/5 x 32**	ea	10/140	$ 26.00
WARDROBE BOXES				
	Lay Flat Wardrobe **32-13/16 x 19-13/16 x 9"**	ea	15/150	$ 20.00
	20" Wardrobe - No Bar **20 x 19-3/4 x 45-1/8"**	ea	Ea/80	$ 20.00
	20" Bar Only	ea	Each	$ 2.00
OFFICE MOVE BOXES				
	Auto Bottom Kraft **17-1/4 x 12-1/2 x 12-3/8"**	ea	Per Contract Rate Above	
	Speed Pack **25 x 41 x 29" FOL**	ea	Ea/80	$ 35.00
PACKING MATERIAL				
	3 Ply Paper Pads **54x64 30#**	BDL	25/1000	$ 37.00
	Unprinted News Print 24 x 30	BDL	30#/bdle	$ 35.00
STRETCH WRAP				
	18" x 1500' Stretch Wrap / 80g	rl	4/32	$ 26.50
	16" x 1500' Stretch Wrap / 43g/11.5M	rl	4/32	$ 18.00
	20" x 1000' Stretch Wrap / 80g	rl	4/48	$ 21.25
TAPE				
	Hotmelt Tape 55yd Intertape 6100 Tan	rl	36/72	$ 1.50
	Hotmelt Tape 55yd Intertape 6100 Clear	rl	36/72	$ 1.50
	Hotmelt Tape 110yd Intertape 6100 Tan	rl	36/54	$ 3.00
	Hotmelt Tape 110yd Intertape 61010 Clear	rl	36/54	$ 3.00
BUBBLE PACK				
	24" x 750' Small Bubble	rl	Roll	$ 115.00
	24" x 250' Large Bubble	rl	Roll	$ 48.50
PLASTIC MATT BAGS				
	Twin Pillow Top Mattress Bag - 2 mil 40x14x98	pkg	Ea / 72	$ 5.00
	Full Pillow Top Mattress Bag - 2 mil 54x14x98	pkg	Ea / 54	$ 6.00
	Queen Pillow Top Mattress Bag - 2 mil 60x14x103	pkg	Ea / 48	$ 7.00
	King Pillow Top Mattress Bag - 2 mil 76x14x103	pkg	Ea / 36	$ 8.50
	King 4 Mil Non Ventleated Mattress Bag 25/roll	roll	roll	$ 165.50
	Queen 4 Mil Non Ventleated Mattress Bag 25/roll	roll	roll	$ 148.25
	Twin 4 Mil Non Ventleated Mattress Bag 25/roll	roll	roll	$ 103.00

Item	Description	uom	Bdl/Skid	Sell Price
EQUIPMENT DESCRIPTION				
	Office Move Dolly 19x32 w/3.5" wheels	ea	ea	$ 83.50
	BP Hand Truck with 60" Extention	ea	ea	$ 475.00
	16' E-strap with cambuckle	ea	ea	$ 18.50
	EZ Mattress Carrier Heavy Duty	ea	ea	$ 120.00
	Neoprene floor runner - 200' BULK ROLL	ft	ft	$ 3.50
	Neoprene floor runner - 20'	rl	rl	$ 67.00
	Neoprene floor runner - 15'	r	r	$ 50.00
	Storage and Multi-Purpose Pad Non-Woven	dz	dz	$ 115.00
	Premium Furniture Pad Blue/Blue	dz	dz	$ 135.00
	DOOR JAMP PROTECTOR	ea	ea	$ 47.00
	DOOR COVER COMPLETE	ea	ea	$ 53.50

For Rental:

Weekly rates				
PRODUCT		**Sell Price**	**UOM**	**Notes:**
CRATES				
	E CRATES	$ 3.00	/WK	
	E Crate dollies	$ -	EA	Included
	File Hanging Bars	$ -	EA	Included
	Lateral File Crates	$ 5.00	EA	included
	Lateral file crate dolly	$ -	EA	included
	IT Crate	$ 5.00	EA	included
	IT Crate dolly	$ -	EA	included
CARTS/DOLLIES				
	Office Machine Carts	$ 12.50	EA	
	Library Carts (8 shelves)	$ 12.50	EA	
	Panel Carts	$ 12.50	EA	
	Tub Carts	$ 12.50	EA	
	Masonite Carts	$ 12.50	EA	
	4 wheel dollies	$ 5.00	EA	
	NH255 rubber cao4	$ 3.00	EA	
MISCELLANEOUS				
	Furniture pads	$ 3.00	EA	

	Pallet Jacks	$ 110.00	EA	
	Ramps	$ 180.00	EA	
	Masonite 4 x 4	$ 1.50	EA	
	Masonite 4 x 8	$ 2.25	EA	
	Electric stairclimber dolly	$ 360.00	EA	
	Dock Plates	$ 72.50	EA	
	Platform trucks	$ 50.00	EA	
	Speed Packs	$ 4.50	EA	
	Auto Bottom Kraft **17-1/4 x 12-1/2 x 12-3/8"**	$ 1.00	EA	

Notes:

- All materials and equipment are based upon Sullivan Moving & Storage preferred items, quantities ordered, and availability.
- Delivery and pick-up is provided at designated labor rates, 4-hour minimum, portal to portal.
- Delivery direct to the site is at the discretion of Sullivan Moving & Storage service if it is to be beneficial to MiraCosta College and the project. Direct delivery may be charged to MiraCosta College.
- Rented items must be returned undamaged and in reusable condition or full price will be charged for purchase.

Receiving, Warehousing & Inventory Management Policy and Procedure

For MiraCosta College | Sullivan Moving & Storage

1. Overview

Sullivan Moving & Storage ("Sullivan") will provide comprehensive receiving, warehousing, labor, and inventory management services for MiraCosta College to support its 2026 relocation and storage activities. This document outlines the procedures for handling inbound shipments, managing inventory, coordinating storage logistics, and maintaining communication with MiraCosta College.

2. Scope of Work

Sullivan will:

- Receive inbound shipments for MiraCosta College
- Notify MiraCosta College of deliveries
- Provide short- or long-term storage of event-related materials
- Maintain an up-to-date inventory log
- Prepare and coordinate outbound deliveries
- Offer optional labor and logistics support for event setup or distribution

3. Receiving Procedures

- Delivery Notification:
    - When a delivery is scheduled, MiraCosta College should provide Sullivan with an inventory of what is expected, from whom, and expected delivery date. Excel spreadsheet, packing slip, or purchase receipt is appropriate.
    - Should the items be delivered by freight carrier, carrier is to be given MiraCosta College's Sullivan main contact information for notification and scheduling of delivery.
    - All inbound shipments must be clearly labeled with MiraCosta College's name and the designated Sullivan delivery address.
    - Delivery Acceptance: Sullivan staff will inspect incoming goods for visible damage and confirm receipt by matching the shipment against the packing slip or bill of lading.
    - Visible Damages: Any visible damage to incoming goods will be photographed at the time of receipt. Sullivan will notify MiraCosta College immediately and include documentation in the delivery confirmation. Items showing significant damage will be flagged for further client instruction before being stored.
- Client Notification: Within 24 hours of receipt, MiraCosta College will receive:

    - Email notification confirming delivery
    - A copy of the packing slip (if provided)
    - Notes on any discrepancies or visible damage

4. Inventory Management

- Logging: All received items will be logged into our digital inventory system upon receipt, including:
    - Description of item
    - Quantity received
    - Date of receipt
    - Storage location (aisle/bin/pallet ID)
- Ongoing Updates: Inventory is updated in real time and a complete report can be sent weekly, bi-weekly, or monthly based on MiraCosta College's preference.
- Access: MiraCosta College may request an updated inventory report at any time. Reports can be provided in PDF or spreadsheet format.
- On-Site Access: Should MiraCosta College staff wish to access their inventory in person or retrieve materials directly, they may do so with at least 24 hours' advance notice. A minimum charge of one hour at the standard Mover(s) rate will apply for supervised access.

5. Storage Standards

- Items will be stored in a secured, climate-controlled warehouse space.
- Materials must be palletized, boxed, or otherwise prepared for safe storage.
- Sullivan may provide packing/palletizing services upon request.

6. Outbound Requests

- MiraCosta College must submit outbound requests via email at least 24 hours in advance.
- Sullivan will prepare items for pickup or delivery according to specified timelines.
- Handling OUT charges will apply as outlined in the rate sheet.

7. Communication & Point of Contact

- Sullivan will designate a primary account manager to coordinate all MiraCosta College-related activity.
- All notifications, requests, and updates will be routed through this single point of contact for clarity and continuity.

8. Pricing and Terms

- Refer to the "2026 Rate Sheet for MiraCosta College" for all labor, handling, pallet, and storage rates.
- Pricing valid through December 31, 2026.
- Minimums, fuel surcharges, and overtime rules apply as indicated.

9. Additional Services

Should MiraCosta College require services not listed in this policy or the rate sheet (such as packing, installation, event labor, or transportation), Sullivan will gladly provide a separate estimate for approval.

10. Liability & Insurance

- Selected valuation coverage will be confirmed in writing prior to commencement of services.
- Rates are based on liability selection: $0.60/lb OR Full Value Protection up to $250,000.
- Sullivan’s warehouse liability begins upon receipt and ends upon client pickup or outbound delivery.

11. Acknowledgment

MiraCosta College and Sullivan will jointly sign a Letter of Engagement confirming the above procedures, selected liability coverage, and scope of work before services commence.

End of Document

COMPANY INFORMATION, QUALIFICATIONS, AND SIGNATORY PAGE

This Company Information, Qualifications, and Signatory Page must be completed by each Proposer and executed by an authorized employee of the Proposer.

Company Name: **Sullivan Moving & Storage**

Business Address: **5704 Copley Drive, San Diego, CA 92111**

Name of Primary Point of Contact (POC) for RFP: **Aron Fleck, Director of Commercial Sales**

POC's Direct Telephone Number: **O: 858.244.5489 / M: 619.405.4310** Fax:_____

POC's Email: **afleck@mesamoving.com** Website: **https://mesamoving.com/**

Type of Firm: ☑ Corporation ☐ LLC ☐ Proprietorship ☐ Partnership ☐ Joint Venture

☐ If other, please describe:_____

Business License Number: City of San Diego, Certificate Number: B1991008068
Note: Must be active and in good standing. If not, District will find Bidder non-responsive.

Number of years in business under firm name: **113**

Number of years as a provider of this type of services: **113**

Number of years as a provider of services: **113**

State your company/firm name and whether your company is local, regional, national, or international. Include information on any parent, affiliate, and/or subsidiary entities.

Identify the location(s) of the office that will be primarily conducting the work.
Earlier this year (2026), CMS Companies merged with Mesa Systems to make Sullivan Moving & Storage part of one of the largest moving systems in the Western United States with 12 locations. Headquartered in West Salt Lake City, Utah, we also have affiliate branches in San Diego, CA (Sullivan), Vista, CA (Sullivan), Fremont, CA, Phoenix, AZ, Boise, ID, Bozeman, MT, Helena, MT, Aurora, CO, Grand Junction, CO, Kent, WA, Sumner, WA.

Names and titles of all your owners (>10% ownership), officers, principals, responsible managing officers and responsible managing employees:

Name:	Title:
Kevin Head	**CEO**
Tami Levinson	**CFO**
Steven Elliot	**Secretary**

Has the firm changed its name within the past 3 years? ☐ YES ☑ NO
If YES, provide former name(s): _____

Have there been any recent (within the last three years) changes in control/ownership of the firm?
☑ YES ☐ NO If YES, explain: **Earlier this year (2026), CMS Companies merged with Mesa Systems to make Sullivan Moving & Storage part of one of the largest moving systems in the Western United States with 12 locations. Headquartered in West Salt Lake City, Utah, we also have affiliate branches in San Diego, CA (Sullivan), Vista, CA (Sullivan), Fremont, CA, Phoenix, AZ, Boise, ID, Bozeman, MT, Helena, MT, Aurora, CO, Grand Junction, CO, Kent, WA, Sumner, WA.**

Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

☐ YES ☑ NO If YES, explain: _____

State your firm's gross revenues for each of the last three years:
Current Year: **2025: $8,900,000**
Last Year: **2024: $9,400,000**
Year before last: **2023: $10,200,000**

Has your firm ever reorganized under the protection of bankruptcy laws? ☐ YES ☑ NO

If YES, please enter the date of reorganization: _____

Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger or sales of the company) that may affect your firm's ability to perform contractually. Certify that the firm and its principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or declare and explain such status.

Certifications:

☐ Small Business Enterprise (SBE) Certifying Agency: _____
Certification Number: _____

☐ Minority-Owned Business Enterprise (MBE) Certifying Agency: _____
Certification Number: _____

☐ Woman-Owned Business Enterprise (WBE) Certifying Agency: _____
Certification Number: _____

☐ Disabled Veteran Business Enterprise (DVBE) Certifying Agency: _____
Certification Number: _____

☐ Other Business Enterprise: _____
Certifying Agency: _____ Certification Number: _____

Essential Minimum Qualifications: Any response of a Proposer indicating "not qualified" to the following minimum qualifications criteria will result in rejection of the Proposer's RFQ/P Response for failure to meet minimum qualifications criteria.

1. Proposer has a current Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.
   ☑ Yes ☐ No (not qualified)
2. Proposer has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.
   ☑ Yes ☐ No (not qualified)
3. Proposer is ineligible for award of public works contracts pursuant to Labor Code §1777.1 or 1777.7.
   ☐ Yes (not qualified) ☑ No
4. Has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the Proposer or any predecessor to the Proposer is not a "responsible" bidder?
   ☐ Yes (not qualified) ☑ No
5. At any time during the last ten (10) years, has Proposer or any predecessor to the Proposer been convicted of a crime involving any federal, state, or local law related to a private or public construction project?

☐ Yes (not qualified) ☑ No

6. At any time during the last ten (10) years, has the Proposer or any predecessor to the Proposer been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
   ☐ Yes (not qualified) ☑ No
7. Within the past ten (10) years, one or more contract(s) to provide Move Services to which the Proposer was a party to have been terminated for default of the Proposer.
   ☐ Yes (not qualified) ☑ No
8. Within the past ten (10) years, has the Proposer or any predecessor in interest to the Proposer agreed with any public agency, whether by written instrument or verbally, that the Proposer will not submit bids, proposals or other responses to any request of the public agency for bids or proposals relating to Moving Services or other similar services?
   ☐ Yes (not qualified) ☑ No
9. The Proposer is currently registered with the Department of Industrial Relations as a public works contractor pursuant to Labor Code §1725.5 and/or 1771.1.
   ☑ Yes ☐ No (not qualified)

Claims and Disputes

1. Proposer Claims and Disputes. The Proposer is presently engaged in a claim, dispute or other disagreement relating to or arising out of a Moving Services contract in which the Proposer is seeking additional compensation.
   ☐ Yes ☑No If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.
2. Judgments and Arbitration Awards. Within the past ten (10) years, the Proposer is a party to a judgment entered in a civil proceeding or an arbitration award issued by an arbitrator in a binding arbitration proceeding.
   ☐ Yes ☑No If "Yes" on a separate attachment, provide details of each such judgment or arbitration award including: (i) parties; (ii) summary of dispute; (iii) summary of judgment or arbitration award.
3. General Liability/Automobile Liability Insurance. Within the past ten (10) have claims been made under the Proposer's general liability insurance policy (whether for personal injury, death, property damage or automobile liability)?
   ☐ Yes ☑No If "Yes" on a separate attachment, provide details of each such judgment or arbitration award including: (i) parties; (ii) summary of dispute; (iii) summary of judgment or arbitration award.

The undersigned is duly authorized to execute this Company Information, Qualifications, and Signatory Page under penalty of perjury on behalf of the above-identified Proposer. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Company Information, Qualifications, and Signatory Page and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Company Information, Qualifications, and Signatory Page. The undersigned declares and certifies that the responses to this Company Information, Qualifications, and Signatory Page are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Proposer acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed non-responsive and the Proposer will not further participate in the RFQ/P process.

Signature: Steven DeBolt Date: May 4, 2026

Print Name and Title: **Steven DeBolt, Vice President / General Manager**

Phone: **858.874.2609** Email: **sdebolt@mesamoving.com**

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

Steven DeBolt, being first duly sworn, deposes and says that he or she is **Vice President / General Manager** of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PROPOSER	**Sullivan Moving & Storage**
	(Type or print complete legal name of Proposer)
BY	Steven DeBolt
	(Signature)
Name	**Steven DeBolt**
	(Type or print)
Title	**Vice President / General Manager**

COOPERATIVE UTILIZATION CLAUSE AND AGREEMENT

It is the intent of the District that, pursuant to Public Contract Code Sections 20118 and 20652, other community college districts, K-12 school districts, cities, the County of San Diego, and any other public agencies located within San Diego County (collectively referred to as "Participating Agencies") may utilize the provisions of this RFP in accordance with the specifications set forth herein. The District waives its right to require Participating Agencies to draw their warrants in favor of the District and authorizes each Participating Agency to make payment directly to the successful Proposer.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted ☑

By accepting the piggyback option, the Proposer certifies that it has read and understands the terms and conditions of the Agreement for Move Services contained in this RFP. The Proposer, acting through an authorized representative with the authority to bind the organization, further certifies that it is capable of extending the pricing, services, and delivery requirements of this RFP to all Participating Agencies.

Piggyback option not granted _____

PROPOSER	**Sullivan Moving & Storage**
	(Type or print complete legal name of Proposer)
BY	Steven DeBolt
	(Signature)
Name	**Steven DeBolt**
	(Type or print)
Title	**Vice President / General Manager**

REFERENCES

Bidder shall provide a minimum of three (3) College/University Customer References with three (3) or more years' experience with the Bidder.

REFERENCE #1	
NAME	University of California, San Diego (UCSD)
ADDRESS	9500 Gilman Drive
CITY, STATE ZIP CODE	La Jolla, CA 92093
TELEPHONE #	(858) 966-8643
PRIMARY POINT OF CONTACT	Jemille Maog, Admin Officer | Department of Pediatrics, UC San Diego
DATES OF SERVICE	2021 – Present
APPROX. FTE*	38,000 - 42,000
REFERENCE #2	
NAME	University of California, Los Angeles (UCLA)
ADDRESS	1140 W Mission Road
CITY, STATE, ZIP CODE	San Marcos, CA 92069
TELEPHONE #	(424) 273-9224
PRIMARY POINT OF CONTACT	Yoon Jung, Director, Research Concierge Program, Office of the Vice Chancellor for Research & Creative Activities
DATES OF SERVICE	2023 - Present
APPROX. FTE*	35,600
REFERENCE #3	
NAME	Palomar College
ADDRESS	1140 W Mission Road
CITY, STATE, ZIP CODE	San Marcos, CA 92069
TELEPHONE #	760.744.1150 ext. 8164
PRIMARY POINT OF CONTACT	Pam Dratler, Senior Education Center Coordinator
DATES OF SERVICE	2025 - Present
APPROX. FTE*	1,500 - 2,200

*Full-time equivalent (FTE) is a unit of measurement of the number of full-time employees and/or students.

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)

REFERENCES (Continued)

Bidder shall provide a minimum of three (3) College/University Customer References with three (3) or more years' experience with the Bidder.

REFERENCE #4	
NAME	University of California Veterinary Medical Center - San Diego
ADDRESS	10435 Sorrento Valley Rd UNIT 101
CITY, STATE ZIP CODE	San Diego, CA 92121
TELEPHONE #	858-875-7570
PRIMARY POINT OF CONTACT	Wendy Underwood, ADMIN III CPht/Finance
DATES OF SERVICE	March 2025 - Present
APPROX. FTE*	50 - 150

REFERENCE #5	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTE*	

REFERENCE #6	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTE*	

*Full-time equivalent (FTE) is a unit of measurement of the number of full-time employees and/or students.

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)

Sullivan
Moving & Storage, Inc.
5704 Copley Drive
San Diego, CA 92111
(858) 874-2600
(800) 854-2600
(858) 874-2611 FAX

ADDITIONAL RELEVANT REFERENCES –

SCHOOL DISTRICT / GOVERNMENT / FURNITURE, FIXTURES, & EQUIPMENT

NAME	Oceanside Unified School District
ADDRESS	2111 Mission Avenue
CIT, STATE ZIP CODE	Oceanside, California, 92058
TELEPHONE #	209-566-5754
PRIMARY POINT OF CONTACT	Corissa Bolls, Project Manager for MAAS Company
DATES OF SERVICE	2023 - Present
APPROX. FTE*	1,900-3,100

NAME	Los Angeles County Office of Education (LACOE)
ADDRESS	9300 Imperial Avenue
CIT, STATE ZIP CODE	Downey, CA 90242
TELEPHONE #	562-525-4251
PRIMARY POINT OF CONTACT	Angie Buenostro, Assistant Director of Facilities
DATES OF SERVICE	2025 - Present (3-Year Move Services Contract)
APPROX. FTE*	3,800–4,200

NAME	U. S. Probation Department, San Diego
ADDRESS	101 West Broadway, Suite 700
CIT, STATE ZIP CODE	San Diego, CA 92101
TELEPHONE #	619-228-5874
PRIMARY POINT OF CONTACT	Chris Brunson
DATES OF SERVICE	7/25/23 - 1/17/2026
APPROX. FTE*	150–200

NAME	U.S. Drug Enforcement Agency - Destruction Transportation
ADDRESS	2815 Scott Street
CIT, STATE ZIP CODE	Vista, CA 92081
TELEPHONE #	571-324-6078
PRIMARY POINT OF CONTACT	Shannon DiPari, Laboratory Admin Officer
DATES OF SERVICE	Ongoing
APPROX. FTE*	Not Reported

NAME	Monarch Beach Resort
ADDRESS	1 Monarch Beach Resort
CIT, STATE ZIP CODE	Dana Point, California 92629
TELEPHONE #	800-690-7374
PRIMARY POINT OF CONTACT	David Barton, Project Manager
DATES OF SERVICE	11/29/2022
APPROX. FTE*	600–800

NAME	Park Hyatt Aviara
ADDRESS	7100 Aviara Resort Drive
CIT, STATE ZIP CODE	Carlsbad, California 92011
TELEPHONE #	844-222-6566
PRIMARY POINT OF CONTACT	Tiffany Bollinger
DATES OF SERVICE	2020
APPROX. FTE*	500–700

AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) ("Agreement"). Any exceptions must be included, if at all, with Bidder's Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder's Proposal or disqualification.

Initial the Appropriate Choice, below:

☑ Bidder **accepts** the form of Agreement **without exception**.

O R

____ Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

PROPOSER	**Sullivan Moving & Storage**
	(Type or print complete legal name of Proposer)
BY	Steven DeBolt
	(Signature)
Name	**Steven DeBolt**
	(Type or print)
Title	**Vice President / General Manager**

Sample Move Workplan

SAMPLE DELIVERABLE 1: PROJECT-SPECIFIC MOVE WORKPLAN

Project Name: MiraCosta College – [Department/Building] Relocation
Prepared By: Sullivan Moving & Storage
Project Manager: [Name]
Date: [Insert Date]

---

1. Project Overview

This workplan outlines the phased approach for executing the relocation of [Department/Area] at MiraCosta College, including planning, coordination, physical move services, and ITS Smart Hands support (if applicable).

---

2. Project Objectives

- Minimize disruption to campus operations
- Ensure accurate placement of all assets
- Maintain continuity of technology services
- Deliver an organized, efficient relocation

---

3. Project Phases

Phase 1 – Pre-Move Planning

- Site walkthrough (origin & destination)
- Floor plan review and validation
- Labeling and color-coding assignment
- Stakeholder coordination meetings
- Distribution of packing instructions

Phase 2 – Preparation

- Final move schedule confirmation
- Employee readiness verification

- Staging area coordination
- Equipment and material mobilization

Phase 3 – Move Execution

- Building protection installation
- Systematic relocation of assets
- Real-time supervision and coordination
- Placement per room diagrams

Phase 4 – ITS Smart Hands (if applicable)

- Workstation disconnect
- Transport of technology assets
- Reconnection and cable management
- Functional verification (power/network readiness)

Phase 5 – Post-Move Support

- Punch list resolution
- Furniture adjustments
- Debris removal and recycling
- Final walkthrough and sign-off

---

4. Staffing Plan

- Project Manager (1)
- On-Site Supervisor(s) (1–2)
- Moving Crew (variable based on scope)
- ITS Technicians (if applicable)

5. Key Deliverables

- Move schedule
- Labeling system
- Room diagrams
- Issue log
- Punch list

Move Issue Log

SAMPLE DELIVERABLE 2: MOVE ISSUE LOG

Project Name: MiraCosta College – [Department/Building] Relocation
Prepared By: Sullivan Moving & Storage
Project Manager: [Name]
Date: [Insert Date]

DATE	ISSUE DESCRIPTION	LOCATION	REPORTED BY	ASSIGNED TO	STATUS (Open/Closed)	RESOLUTION NOTES

Post-Move Punchlist

SAMPLE DELIVERABLE 3: POST-MOVE PUNCHLIST

Project Name: MiraCosta College – [Department/Building] Relocation
Prepared By: Sullivan Moving & Storage
Project Manager: [Name]
Date: [Insert Date]

ITEM #	ISSUE DESCRIPTION	LOCATION	RESPONSIBLE PARTY	STATUS (Open/Closed)	COMPLETION DATE

1.

Technical Services Form (Blank & Sample)

Sullivan
Moving & Storage, Inc.
5704 Copley Drive
San Diego, CA 92111
(858) 874-2600
(800) 854-2600
(858) 874-2611 FAX

Technical Services Form

United

Job Name: _____

Destination: (Color): (Floor): (Room): (Placement): _____

Origin: Did you Disconnect the Computer?

Yes: _____ No: _____

Technician: _____

If "No" Explain Why: _____

Destination: Did you Reconnect the Computer?

Yes: _____ No: _____

Technician: _____

If "No" Explain Why: _____

Computer Description(s): ❒ CPU ❒ Docking Station #: _____

Monitor Description(s): (L): (R): _____

Computer Accessories:

- ❒ Keyboard
- ❒ Mouse
- ❒ Mouse Pad
- ❒ Wrist Pad
- ❒ Speakers
- ❒ Patch Cable
- ❒ Power Cable
- ❒ Power Strip
- ❒ Router/Switch
- ❒ Printer (___USB/___Parallel)
- ❒ Telephone
- ❒ Fax Machine
- ❒ Headset

❒ Other Items: _____

*Special Requirements or Instructions: _____

***Use the back of this form for more information or to diagram anything that would assist with reconnection…**

Connect with our team: **Aron Fleck – Director of Commercial Sales | 858.244.5489 | afleck@cmscompanies.com**

Sullivan
Moving & Storage, Inc.
5704 Copley Drive
San Diego, CA 92111
(858) 874-2600
(800) 854-2600
(858) 874-2611 FAX

Technical Services Form

SULLIVAN MOVING & STORAGE
San Diego 858-874-2600 | Vista 760-599-2600

FLOOR	ROOM	PIECE
1	4	K

Job Name: XXX (COMPANY NAME)

Destination: (Color): BLUE (Floor): 1 (Room): 4 (Placement): K

Origin: Did you Disconnect the Computer?

Yes: ✓ No: _____

Technician: JOHN D.

If "No" Explain Why: (IF "NO" EXPLAIN WHY & NOTIFY SUPERVISOR)

Destination: Did you Reconnect the Computer?

Yes: ✓ No: _____

Technician: JOE S.

If "No" Explain Why: (IF "NO" EXPLAIN WHY & NOTIFY SUPERVISOR)

Computer Description(s): ☑ CPU ☐ Docking Station #: CPU/DOCK TYPE + LAST 4-5 #s of SERIAL #

Monitor Description(s): (L): Samsung 0154 (SAME) VGA (CONNECTION TYPE) (R): DELL: 32ABX (SAME) USBC (CONNECTION TYPE)

Computer Accessories:

- ☑ Keyboard
- ☑ Mouse
- ☑ Mouse Pad
- ☐ Wrist Pad
- ☑ Speakers
- ☑ Patch Cable
- ☑ Power Cable
- ☑ Power Strip
- ☐ Router/Switch
- ☑ Printer (___USB/ ✓ Parallel)
- ☑ Telephone
- ☐ Fax Machine
- ☑ Headset

☑ Other Items: USB FOB FOR WIRELESS MOUSE & KEYBOARD (LIST ALL other INCLUDED ITEMS OR ITEMS NOT INCLUDED THAT SHOULD BE THERE)

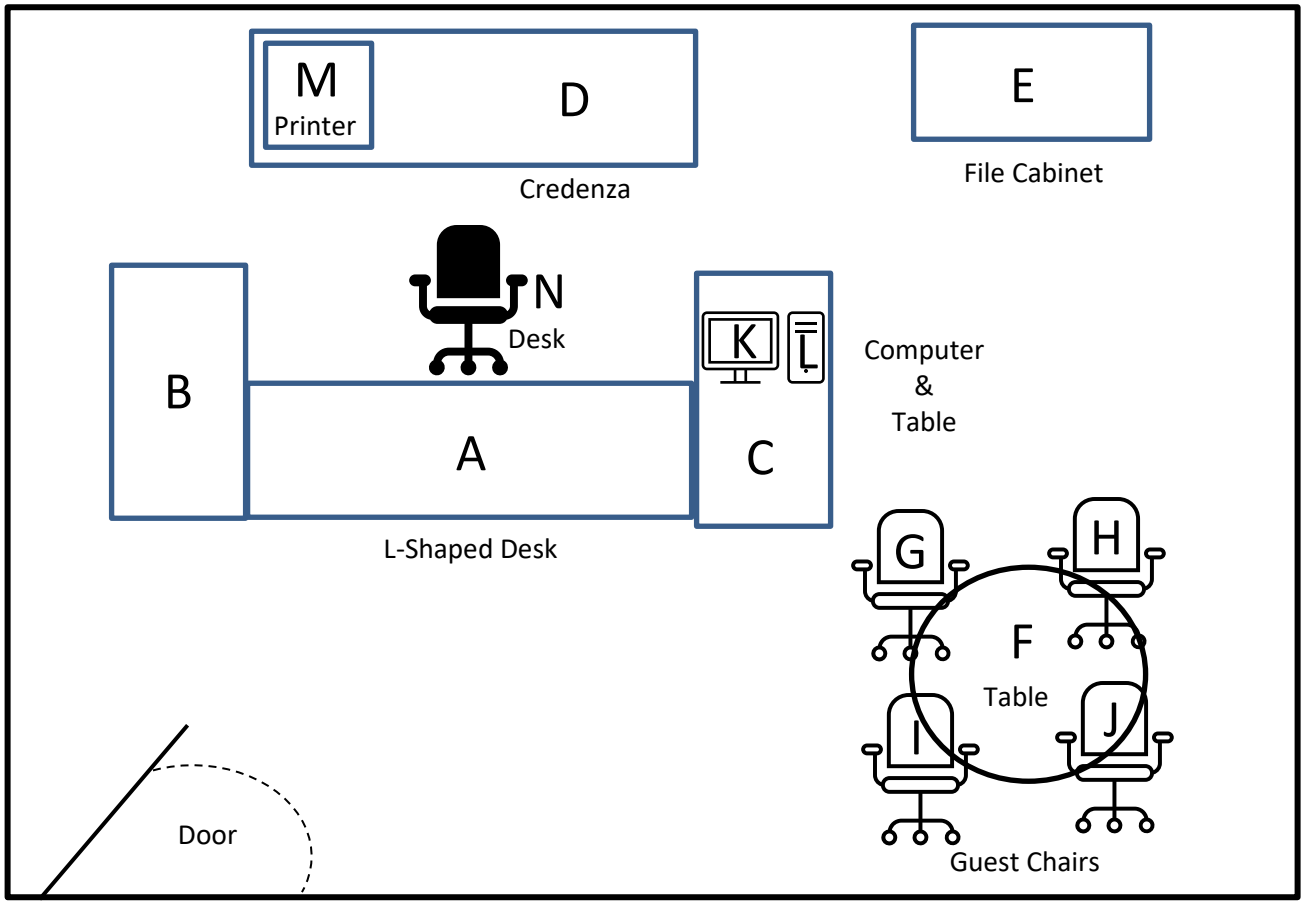
*Special Requirements or Instructions: NONE (LIST ANY INSTRUCTIONS THAT WILL HELP TECHNICIAN RECONNECT PROPERLY. USE other SIDE IF NEEDED)

*Use the back of this form for more information or to diagram anything that would assist with reconnection...

Sullivan
Moving & Storage, Inc.

Office Layout Diagram

Employee Name: John Smith **Label Color:** Blue **Room #:** 4



- It is important that each room/area at the new facility has a layout diagram completed prior to the arrival of the move team. and placed on the outside of each room/area. If this is not done, it could impact the cost of the relocation.
- Place your room number at the top of the diagram.
- The move cost estimate is based on on-time placement of the furniture and belongings. If, time permits, move personnel will assist you in rearranging your belongings.
- Remember, labeling and room diagrams are your responsibility.

Communication Plan

SAMPLE DELIVERABLE 1: COMMUNICATION PLAN

Project Name: MiraCosta College – [Department/Building] Relocation
Prepared By: Sullivan Moving & Storage
Project Manager: [Name]
Date: [Insert Date]

Project Communication Framework

Primary Contacts

- Sullivan Project Manager: [Name / Contact]
- MiraCosta Project Lead: [Name / Contact]

Communication Methods

- Email (daily updates)
- On-site coordination meetings
- Phone/text for real-time issues

Communication Timeline

Phase	Communication
Pre-Move	Kickoff meeting, planning updates
2–4 Weeks Prior	Employee instructions distributed
1 Week Prior	Final confirmation
Move Day	Real-time updates every 2–3 hours
Post-Move	Punch list and closeout

Project Schedule

Project Name: MiraCosta College – [Department/Building] Relocation

SAMPLE DELIVERABLE 2 - PROJECT SCHEDULE

Prepared By: Sullian Moving & Storaage
Project Manager: [Name]

Date: [Insert Date]

Project Start: Fri, 5/1/2026

Display Week: 1

RFP NAME	ASSIGNED TO	DAYS TO COMPLETE	PRIORITY	RECOMMEND GO / NO-GO	START	END
Task 1	Name				5/4/26	
Task 2	Name				1/0/00	
Task 3	Name				1/0/00	
Task 4	Name				1/0/00	
Task 5	Name				1/0/00	
Task 6	Name				1/0/00	
Task 7	Name				1/0/00	
Task 8	Name				1/0/00	
Task 9	Name				1/0/00	
Task 10	Name				1/0/00	

Apr 27, 2026							May 4, 2026							May 11, 2026							May 18, 2026							May 25, 2026						
27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S

Packing Instructions With Office Layout Diagram (Blank & Sample)

Sullivan
Moving & Storage, Inc.

Packing Instructions

Please have the following tasks complete before the arrival of your move team:

1. Have all items packed and ready to be moved.
2. Make sure that every item to be moved is labeled with its corresponding destination room number.
3. Place room diagrams on the outside of each office or area where items will be placed at the new location.

Desks/Returns/Credenzas: Place the label on the top surface of each piece.

- Remove all items from the drawers and top of your desk, return and credenza and place into a box.
- Items too large to fit into a box or Tyga box should be labeled and left on the surface of the desk. These items will be moved on an electronics cart.

Filing Cabinets: Place a label on the top drawer.

- All vertical filing cabinets can remain full (unless they are being carried up or down stairs then they must be emptied).
- Lateral filing cabinets - all drawers above the bottom two must be emptied and packed into boxes.
- Lock the cabinets and keep the keys with you if possible.
- All wood filing cabinets MUST be emptied.

Bookcases: Place a label on either side at the top.

- Empty the entire bookcase and pack into boxes.
- Place all shelves at the bottom of the bookcase. Put all pegs into an envelope, seal the envelope and tape it to the inside of the bookcase.

Large Supply Cabinets: Place a label on the front of the cabinet in the upper right-hand corner.

- Remove all contents and pack into a moving box.

Computers and Other Office Machines: Place labels on the outer covering of the unit. Label each piece of the computer. Do not place on computer screens!

- If your personnel will be responsible for the disconnection and reconnection of all computer components, make sure that a label is placed on the monitor, CPU, zip-lock bag, printer, scanner and fax machine.
- If Sullivan Moving & Storage will be responsible for the disconnection and reconnection of all computer components, make sure that a label is placed on the monitor, CPU, zip-lock bag, printer, scanner and fax machine.
- Unplug and roll up cords and place them, the mouse, pad, and keyboard into the zip-lock bag.
- All computers and high value items will be moved on electronics carts.

Boxes: Place a label on the side of the cardboard box or Tyga box. NOT ON THE TOP!

- The cardboard boxes do not require tape.
- Pack each container as full as possible.
- Pack heavy items on the bottom and lighter items on top.

Pictures/Whiteboards/Corkboards/Artwork: Please remove these items from the walls and place them in one room so that the move team can prepare them for movement. Label all pieces to their corresponding destination location.

Personal Items: Take home all personal items and bring them into work after the completion of the move. Sullivan Moving & Storage is not responsible for personal items. Personal items include laptop computers, plants, souvenirs, bric-a-brac and related items.

Other Items to Remember to Label: Chairs, trashcans, floor mats, tables, refrigerator, microwave…anything you want to have moved must be labeled.

Refrigerators, Microwaves, Phones: Empty all refrigerators, Microwaves and unplug. Unplug all phones.

Sullivan
Moving & Storage, Inc.

Labeling Instructions

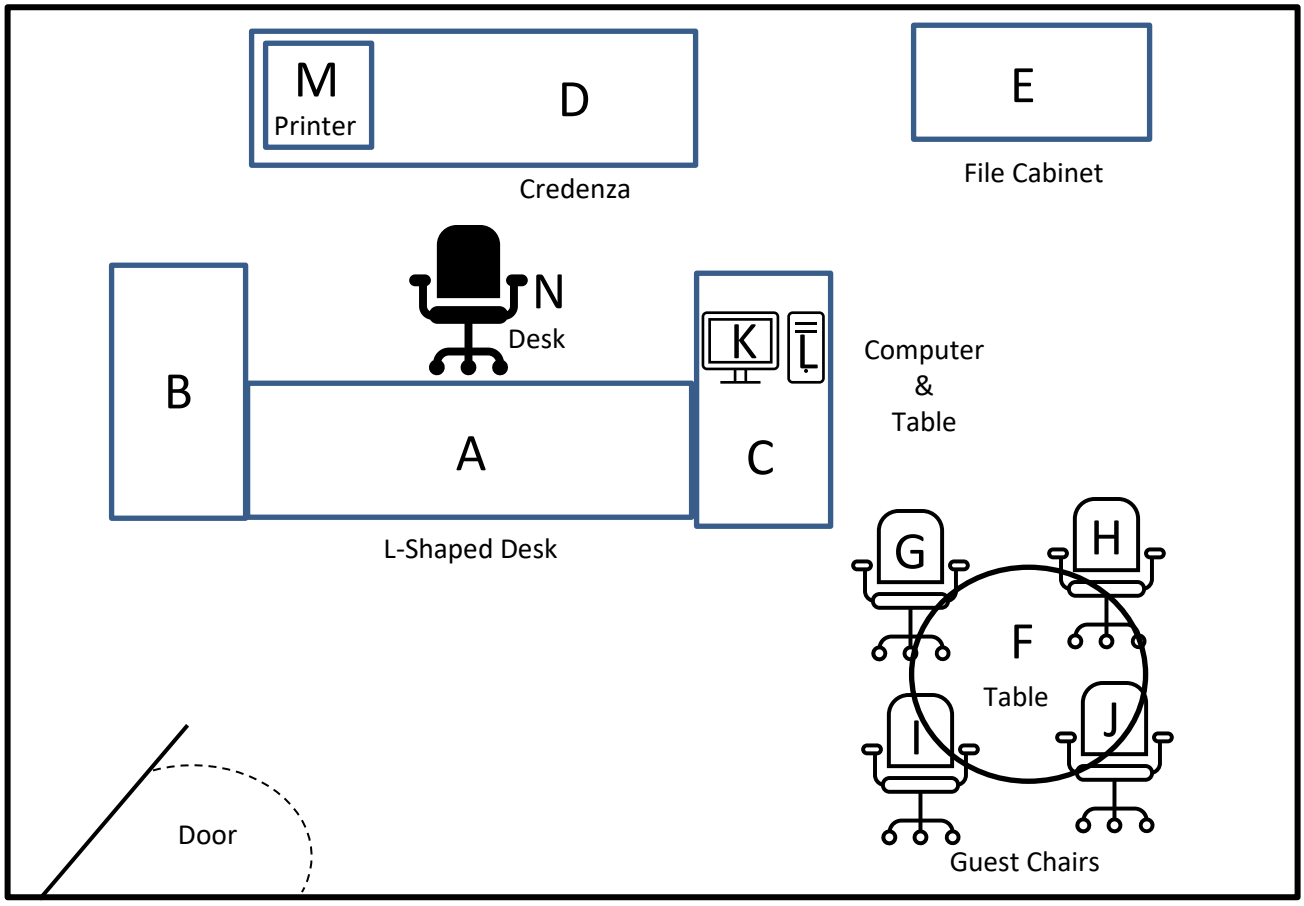
Employee Name: _____ **Label Color:** _____ **Room #:** _____

- Placement of your belongings at the new facility is based on your room number, not your name.
- All labels must be properly marked with the correct destination office number.
- The labeling system identifies the items being moved on your office relocation.
- Place a label with the appropriate room/workstation number from the blueprint or office floor plan on all items to be moved: desks, returns, credenzas, file cabinets, bookcases, computer equipment, boxes, supply cabinets, pictures, chairs, wastebaskets, etc.
- It is important to remember that when moving items with multiple pieces, such as a desk with a return, that you label each individual piece.
- Each employee is responsible for the packing and unpacking of their office/work area.
- Different colored labels identify different locations.
- Labels are important because they assure correct placement of assets; which makes for an efficient move. This will save your company time and money.
- Labels are easily and quickly removed.
- IMPORTANT - Items without moving labels will NOT be moved.

Sullivan
Moving & Storage, Inc.

Office Layout Diagram

Employee Name: John Smith **Label Color:** Blue **Room #:** 4

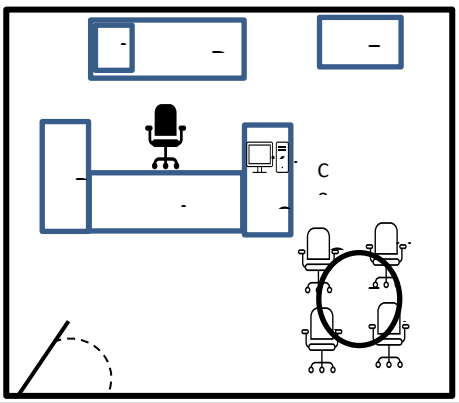


- It is important that each room/area at the new facility has a layout diagram completed prior to the arrival of the move team. and placed on the outside of each room/area. If this is not done, it could impact the cost of the relocation.
- Place your room number at the top of the diagram.
- The move cost estimate is based on on-time placement of the furniture and belongings. If, time permits, move personnel will assist you in rearranging your belongings.
- Remember, labeling and room diagrams are yourresponsibility.

New Office Diagram

Employee Name: _____ Label Color: _____ Room #: _____

EXAMPLE *(See Previous Page):*



COOPERATIVE UTILIZATION CLAUSE AND AGREEMENT

It is the intent of the District that, pursuant to Public Contract Code Sections 20118 and 20652, other community college districts, K-12 school districts, cities, the County of San Diego, and any other public agencies located within San Diego County (collectively referred to as "Participating Agencies") may utilize the provisions of this RFP in accordance with the specifications set forth herein. The District waives its right to require Participating Agencies to draw their warrants in favor of the District and authorizes each Participating Agency to make payment directly to the successful Proposer.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted ☑

By accepting the piggyback option, the Proposer certifies that it has read and understands the terms and conditions of the Agreement for Move Services contained in this RFP. The Proposer, acting through an authorized representative with the authority to bind the organization, further certifies that it is capable of extending the pricing, services, and delivery requirements of this RFP to all Participating Agencies.

Piggyback option not granted _____

PROPOSER	**Sullivan Moving & Storage**
	(Type or print complete legal name of Proposer)
BY	Steven DeBolt
	(Signature)
Name	**Steven DeBolt**
	(Type or print)
Title	**Vice President / General Manager**

MiraCosta Community College District Item Report

Item: VII.Z.
Meeting Date: June 25, 2026

Subject:	Approve Authorization for Assistant Superintendent/Vice President, Administrative Services to Award and Execute Construction Contract for Oceanside Asphalt and Roadways Replacement
Category:	Consent Items
Institutional Goal Supported:	Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	None

Background:

On March 14, 2019, the MiraCosta Community College District's ("District") Board of Trustees ("Board") approved Consent Item No. VII G. entitled "Approve Authorization for the Vice President for Administrative Services to Execute Change Orders and Contract Amendments for Measure MM Bond Program and Other District Facilities Contracts" based on recommendations from District staff and outside legal counsel. The Board action was based on the authority provided to the District by the legislature pursuant to, without limitation, Education Code sections 81655 and 81656. The District operated without incident since this approval. After March 14, 2019, the position of "Vice President Administrative Services" changed to "Assistant Superintendent/Vice President, Administrative Services". Thus, on December 14, 2023, and based on authority provided to the District by the legislature pursuant to, without limitation, Education Code sections 81655 and 81656, the Board approved Consent Item No. VIII. H. entitled "Approve Position Title Change on Prior Authorization Approval" transferring this authority to the position of Assistant Superintendent/Vice President, Administrative Services. The District has operated without incident since this approval.

Given the decrease of student and staff presence on campus, District staff and the Program Management Office ("PMO") have recognized a need to efficiently utilize the summer session months to move forward a fast-paced construction project, the Oceanside Asphalt and Roadways Replacement project ("Project"), which is a component of the Modernization for all Campuses project previously approved by the Board. In late May 2026, the PMO and District staff plan to receive and open bids for the Project. As the Board's meeting schedule does not timely coincide with the Project

bid opening date to allow the PMO and District staff to obtain contract award approval from the Board in time for the Project to commence and complete during the summer, staff recommends that the Board delegate its authority to the Assistant Superintendent/Vice President, Administrative Services to award and execute a construction contract for the Project to the lowest responsive and responsible bidder, as long as the lowest responsive and responsible bidder's bid falls at or below $3,906,274.00 that is below the approved budget.

Status:

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

The delegation of authority being requested is only to the extent of a portion of the Modernization for all Campuses project's Board approved project budget of $3,991,721.00 and is not to exceed $3,906,274.00, unless the Board subsequently approves an increase.

Recommended Action:

Given the foregoing, District staff and the Program Management Office recommend that the Board authorize the Assistant Superintendent/Vice President, Administrative Services to award and execute a construction contract for the Oceanside Asphalt and Roadways Replacement Project to the lowest responsive, responsible bidder in an amount not to exceed $3,906,274.00, and further direct that the executed contract be brought back to the Board for ratification within sixty (60) days of award.

MiraCosta Community College District Item Report

Item: VII.AA.
Meeting Date: June 25, 2026

Subject:	Authorize Purchase of AV Equipment for the Classroom Technology Upgrades and Refresh Project for the Oceanside Campus Project
Category:	Consent Items
Institutional Goal Supported:	Goal 1 Goal 3 Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	None

Background:

On May 14, 2026, the Board of Trustees ("Board") approved Board docket item VIII.O, which approved the Classroom Technology Upgrades and Refresh Project for the Oceanside Campus Project with a total budget of $7,367,412.00.

Status:

California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as "piggyback") obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district. The district has identified the use of the Foundation for Community Colleges (FCCC) agreement CB-0000-4442 with CDW-G, CB-0000-4206 for Dell, and The California Multiple Award Schedule (CMAS) # 3-26-05-1025 for Golden Star Technology, Inc. for the purchase of specific items at the lowest cost and best overall value for the district purchases.

The total AV purchases have been gathered at a cost of $837,478.11 including sales tax and are detailed below:

Project Name	Estimated Cost	Supplier
Computer Bond Order Phase 1	$13,627.29	CDW-G
Computer Bond Order Phase 1	$476,331.64	Dell
3500 Building Project	$135,640.76	Golden Star Technology, Inc.

10 Classroom Refresh	$211,878.42	Golden Star Technology, Inc.

Recommended Action:

Authorize Purchase of AV Equipment for the Classroom Technology Upgrades and Refresh Project for the Oceanside Campus Project from CDW-G and Dell using the Foundation for Community Colleges agreements CB-0000-4442, and CB-0000-4206 and Golden Star Technology, Inc. using CMAS # 3-26-05-1025 with specified AV purchases in amount not to exceed $837,478.11.

MiraCosta Community College District Item Report

Item: VII.BB.
Meeting Date: June 25, 2026

Subject:	Approve Purchase for FF&E for OC 1200 Learning Commons
Category:	Consent Items
Institutional Goal Supported:	Goal 1 Goal 3 Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	None

Background:

The purchasing of furniture, fixtures, and equipment (FF&E) is needed in association with new construction and renovation projects. These FF&E items, specifically, seating, desks, and miscellaneous items, were identified as necessary equipment for the OC 1200 Learning Commons at the Oceanside campus.

Status:

California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as “piggyback”) obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district. The district has identified the use of the Corporate Spaces, Inc dba Parron Hall (PA) and the Foundation for Community Colleges agreement CB-0000-7787 with Agati for the purchase of specific items at the lowest cost and best overall value for the district purchases.

The total FF&E purchases have been estimated at a cost of $525,000.00 including sales tax and are detailed below:

Project Name	Estimated Cost	Supplier
Library	$175,000.00	Parron Hall (Allsteel)
Library	$350,000.00	Agati c/o Parron Hall

Funds for equipment are budgeted within the district’s fund 43 budget.

Recommended Action:

Authorize the procurement with Corporate Spaces, Inc., dba Parron Hall (PA) and the Foundation for Community Colleges agreement CB-0000-7787 with specified FF&E purchases in an amount not to exceed $525,000.00.

MiraCosta Community College District Item Report

Item: VII.CC.
Meeting Date: June 25, 2026

Subject:	Ratify Award and Execution of Construction Contract for Oceanside B4100 Modernization Project
Category:	Consent Items
Institutional Goal Supported:	Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. 04307 4100 R&R Construction MCC0260051 - signed

Background:

As part of the Measure MM bond program, via a competitive bidding process pursuant to Public Contract Code §20650, et seq, Bid No. MM-26-002, the MiraCosta Community College District's ("District") Program Management Office ("PMO") has procured construction services pricing for the Oceanside B4100 Modernization project ("Project"), which is a component of the district's Board of Trustees ("Board") approved Modernization for all Campuses project.

The District's Board approved agenda item IX. B. at its May 14, 2026, meeting, which authorized the assistant superintendent/vice president, administrative services to award and execute a construction contract for the Project to the lowest responsive and responsible bidder as long as the lowest responsive and responsible bidder's bid fell at or below $800,000.00 and District staff brought this contract award before the Board for ratification within sixty (60) days of the Assistant Superintendent/Vice President, Administrative Services awarding and executing the construction contract for Project.

Status:

The competitive bidding process for the Project closed on May 27, 2026 at 11:00 AM. A total of three (3) firms submitted bids. All bids were deemed responsive. The details of the three (3) submitted bids are as follows:

Firm	City & State	Bid Total
Richard & Richard Construction	San Marcos, CA	$242,000

Bingham Construction	San Diego, CA	$275,762
GQ Builders, Inc.	Rancho Sante Fe, CA	$374,000

Richard & Richard Construction ("Richard") was determined to be the lowest responsive and responsible Bidder. Furthermore, Richard's bid was determined to be within the Board approved construction services contracting authority of $800,000.00 for Project delegated to the assistant superintendent/vice president, administrative services at the Board's May 14, 2026, meeting. Thus, pursuant to the assistant superintendent/vice president, administrative services' authority approved by the Board at its May 14, 2026 meeting, the assistant superintendent/vice president, administrative services awarded and executed the Project contract to Richard & Richard Construction in the amount of $242,000.00 on June 3, 2026, and District staff is bringing this contract execution and award to the Board for ratification.

Recommended Action:

Ratify the assistant superintendent/vice president, administrative services' award and execution of a $242,000 construction contract to Richard & Richard Construction for the Oceanside B4100 Modernization project.

AGREEMENT

THIS AGREEMENT is entered into **Click here to enter a date.** in the City of Oceanside, County of San Diego, State of California, by and between **MIRACOSTA COMMUNITY COLLEGE DISTRICT**, a California Community College District hereinafter "District" and Richard and Richard Construction ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Building 4100 Modernization, BID #MM-26-002.** The Work includes he following Alternate Bid Items: **NONE**. Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the **Architect, Architects Moser Drew** and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. Contract Time. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work Forty (40) days after the commencement date of the Work set forth in the Notice to Proceed. The Contractor shall complete all Punchlist items noted on Substantial Completion of the Work within the time established pursuant to the Contract Documents. Failure of the Contractor to achieve Substantial Completion of the Work within the Contract Time and/or to complete all Punchlist items within the time established, the Contractor shall be subject to assessment of Liquidated Damages as set forth in the Special Conditions.

3. Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of Two Hundred Fourty Two Thousand Seven Dollars ($242,007).

   3.1. Progress Payment Retention. If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to Paragraph 9 of the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.

4. Limitation on Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents; (iii) loss of productivity; (iv) inefficiencies or loss of efficiency; or (v) other similar special or consequential damages.

5. **District Representative**. The District Representative is the District's Director of Purchasing or his/her designee.

6. **Notices**. Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

   If to the District:
   BB Boynton, Contracts Manager
   MiraCosta Community College District, Kitchell
   1 Barnard Drive, Building T120
   Oceanside, CA 92056

   If to the Contractor:
   Garrett Binkley, Project Manager
   234 Ventura st. Suite 100
   San Marcos, CA
   92078

7. The Contract Documents. The documents forming a part of the Contract Documents consist of the following:

00 01 10	Table of Contents	00 52 00	Agreement
00 11 13	Notice Call for Bids, including Bid Addenda, if any	00 61 10	Bid Bond
00 21 13	Instructions for Bidders	00 61 13	Performance Bond
00 41 00	Bid Proposal	00 61 14	Labor and Material Payment Bond
00 43 24	Pre-Bid Inquiry Form	00 62 90	Verification of Certified Payroll Records Submittal to Labor Commissioner
00 43 36	Subcontractors List	00 65 36	Guarantee Form
00 45 13	Qualifications Statement	00 72 00	General Conditions
00 45 19	Non-Collusion Affidavit	00 73 00	Special Conditions
00 45 26	Certificate of Workers Compensation Insurance		Drawings
00 45 27	Drug-Free Workplace Certification		Specifications

8. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Contract has been duly executed by the District and the Contractor as of the date set forth above

"DISTRICT"
MiraCosta Community College District

By: Elba Gomez
Elba Gomez
Vice President, Administrative Services

"CONTRACTOR"
[Contractor Name]

By: _____
David Rex
(Name Printed or Typed)

Title: President

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, United Fire & Casualty Company, as Surety and Richard & Richard Construction Co., Inc., as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **MIRACOSTA COMMUNITY COLLEGE DISTRICT** ("the Obligee") for payment of the penal sum of Two Hundred Forty Two Thousand Seven and 00/100 Dollars ($242,007.00) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **BID # MM-26-002; Building 4100 Modernization**.

WHEREAS, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Principal's obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On June 1, 2026 before me, Maria Guise, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIA GUISE
Commission # 2444156
Notary Public - California
SAN DIEGO County
My Comm. Expires APR 14, 2027

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: Surety Company	Signer Is Representing: _____

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UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARIA GUISE, LAWRENCE F. MCMAHON, SARAH MYERS, RYAN E. WARNOCK, MARIA HALLMARK, MINNA HUOVILA, JOHN R QUALIN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of February, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 15th day of February, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 1st day of June, 20 26.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0049 1217

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On June 2, 2026 before me, Priscila Campos-Garcia, Public Notary
(insert name and title of the officer)

personally appeared David A.J. Rex,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PRISCILA CAMPOS-GARCIA
Commission No. 2438327
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires February 14, 2027

Signature _____ **(Seal)**

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, United Fire & Casualty Company, as Surety and Richard & Richard Construction Co., Inc., as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **MIRACOSTA COMMUNITY COLLEGE DISTRICT** ("the Obligee") for payment of the penal sum of Two Hundred Forty Two Thousand Seven and 00/100 Dollars ($242,007.00) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **BID # MM-26-002; Building 4100 Modernization**.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys' fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration,

deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 1st day of June, 2026 by their duly authorized agent or representative.

Richard & Richard Construction Co., Inc.
(Contractor-Principal Name)

By: _____
(Signature)

David Rey
(Typed or Printed Name)

Title: President

(Attach Notary Public Acknowledgement of Principal's Signature)

United Fire & Casualty Company
(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

Lawrence F. McMahon, Attorney-in-Fact
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

Gabriella Grady
(Contact Name)

P.O. Box 73909
(Street Address)

Cedar Rapids, IA 52407
(City, State & Zip Code)

(319) 399 - 7500 (888) 726 - 9738
Telephone Fax

ggrady@unitedfiregroup.com
(Email address)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On June 1, 2026 before me, Maria Guise, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

MARIA GUISE
Commission # 2444156
Notary Public - California
SAN DIEGO County
My Comm. Expires APR 14, 2027

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: Surety Company	Signer Is Representing: _____

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UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARIA GUISE, LAWRENCE F. MCMAHON, SARAH MYERS, RYAN E. WARNOCK, MARIA HALLMARK, MINNA HUOVILA, JOHN R QUALIN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of February, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 15th day of February, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Judith A Jones
Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 1st day of June, 20 26.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0049 1217

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On June 2, 2026 before me, Priscila Campos-Garcia, Public Notary
(insert name and title of the officer)

personally appeared David A.J. Rex,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PRISCILA CAMPOS-GARCIA
Commission No. 2438327
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires February 14, 2027

Signature _____ **(Seal)**

ROOF PROJECT FINANCIAL DISCLOSURE CERTIFICATE
(Public Contract Code §3006(b))

Project Name: BID #MM-26-002; Building 4100 Modernization

I, _____ certify that I am the _____ with _____, (Name)
(Title/Position) (Name of Employer)

the_____ and that I have not offered, given, or agreed to give,
(architect, engineer, roofing consultant, contractor, materials manufacturer, distributor, or vendor)

received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the Contract for the work associated with the Project commonly described as **BID # MM-26-002; Building 4100 Modernization**. As used in this Certificate, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore,

☐ I, _____, _____, certify that I do not have,
(Name) (Name of Employer)
and throughout the duration of the Contract for this Project, I will not have, any financial relationship in connection with the performance of this Contract with any architect, engineer, materials manufacturer, distributor, or vendor that is not disclosed below.

☐ I _____, _____ have the following financial
(Name) (Name of Employer)
relationships with an architect, engineer, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract(s):

Name & Address of Building	Contract Date & Number
Attach additional disclosures, if necessary, to this Certificate	

I certify that to the best of my knowledge, the contents of this Certificate are true, or are believed to be true.

_____
Signature

_____
Print Name

_____
Date

_____
Print Name of Employer

VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR COMMISSIONER

I am the Project Manager (Superintendent/Project Manager) for Richard and Richard Construction (Contractor) in connection with Mira Costa Building 4100 Modernization (Project Name)

1. This Verification is submitted to MiraCosta Community College District concurrently with the Contractor's submittal of an Application for Progress Payment to the District, identified as Application For Progress Payment No. _____ ("the Pay Application").
2. The Pay Application requests the District's disbursement of a Progress Payment for the value of Work performed between _____, 20___ and _____, 20___.
3. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
4. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
5. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.
6. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on the _____ day of _____, 20___ at _____.
(City and State)

By: _____

_____
(Typed or Printed Name)

GUARANTEE

NOTE: This form is to be submitted with the final pay request
Project: BID # MM-26-002; Building 4100 Modernization

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of two (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Contractor

Richard and Richard Construction
(Contractor Name)

(Signature of Contractor's Authorized Employee, Officer
Or Representative)

Andrew Allabaugh, Estimator
(Printed Name and Title)

6/2/2026
(Date)

CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM

BID # MM-26-002; Building 4100 Modernization

Pursuant to Article 15.2.2 of the General Conditions, I certify as follows:

1. The portion of the Claim made on behalf of the Subcontractor to which this certification is attached is made in good faith.
2. I have reviewed the attached Subcontractor Claim and certify that to the best of my knowledge and belief, the amounts claimed for costs, expenses and damages incurred and supporting data submitted to CM/Contractor by the Subcontractor on behalf of any and all subcontractors or suppliers to Subcontractor, of all tiers, or any person or entity under Subcontractor, are accurate and complete. Subcontractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, that are not accurate and complete.
3. The amount requested accurately reflects the amount for which the Subcontractor believes the District is liable to Contractor.
4. The Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq).
5. I am duly authorized to certify the Subcontractor Claim on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at _____, on _____, 20___.
(City and State)

_____
(Signature)

_____
(Print Name)

_____
(Title)

_____
(Name of Contractor)

1. **Work.** The Contractor shall complete the Work and other obligations of the Contractor under the Contract Documents within the Contract Time and for the Contract Price, subject only to adjustments thereto as provided in the Contract Documents.

   1.1. Labor and Materials. The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.

   1.2. Division of State Architect; Project Inspector. If the Work is subject to jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be performed in accordance with DSA approved plans and specifications and DSA directives. All Work shall be completed under the observation of the Project Inspector. The Project Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. The Contractor shall not perform any Work deviating from the Contract Documents solely on the basis of direction by the Project Inspector; such deviations shall be deemed Defective or Non-Conforming Work subject to correction or replacement at the sole cost of the Contractor and without adjustment of the Contract Time. The Contractor shall provide the Project Inspector with access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed. The District is responsible only for payment of the fees of the Project Inspector for standard eight (8) hour work day Mondays through Fridays, excepting holiday days. The Contractor is responsible for Project Inspector fees for Work performed outside such days/times.

2. **Submittals.**

   2.1. Submittals. The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted. The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Architect's review of Submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission of the Submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect's review thereof.

   2.2. Substitutions. No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty-five (35) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District

shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

3. Contract Time; Construction Schedule.

3.1. Time of Essence. Time is of the essence to the Contractor's completion of the Work and other obligations of the Contractor under the Contract Documents. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage to achieve Substantial Completion of the Work within the Contract Time.

3.2. Substantial Completion; Punchlist.

3.2.1. Substantial Completion. Substantial Completion is that stage in the progress of the Work when all of the Work is completed in accordance with the Contract Documents, subject only to minor corrective work and the District can occupy or use the Work for its intended purposes. Substantial Completion shall be determined by the Architect, the Project Inspector or District upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination by the Architect, the Project shall be final and binding on the Contractor.

3.2.2. Punchlist. Upon achieving Substantial Completion, the Architect, the Project Inspector or District and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor ("the Punchlist"). The exclusion of, or failure to include, any item on the Punchlist shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents. The Architect, Project Inspector or District will establish the time for the Contractor's completion of all Punchlist items. The good faith and reasonable determination of the time for the Contractor's completion of all Punchlist items shall be final and binding on the Contractor.

3.3. Construction Schedule.

3.3.1. Contractor Preparation and Updates. If required by the Contract Documents, the Contractor shall prepare a Construction Schedule in such form and format required by the Contract Documents. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the Construction Schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.

3.3.2. Three-Week Look-Ahead Schedule. The Contractor shall prepare and update weekly during the Work, a Three-Week Look-Ahead Schedule which manpower, construction activities (on-site and off-site) and sequencing/durations of the construction activities. If a Construction Schedule is required by the Contract Documents, the Three-Week Look-Ahead Schedule is in addition to and not in lieu of the Construction Schedule.

3.3.3. Recovery Schedule. If in the reasonable determination of the District, Substantial Completion will not be achieved within the Contract Time based on the progress of Work indicated in the Construction Schedule or a Three-Week Look-Ahead Schedule, the District may direct the Contractor to prepare a Recovery Schedule showing how the Contractor will achieve Substantial Completion of the Work within the Contract Time. Unless delays to Substantial Completion of the Work are caused by the District, the Contractor is solely responsible for costs to complete Work in accordance with a Recovery Schedule.

3.4. Contract Time Adjustments. The Contract Time is subject to adjustment only for Excusable Delays or Compensable Delays and only upon the Contractor's strict compliance with notice and substantiation requirements relating to any Contractor request for adjustment of the Contract Time.

3.4.1. Force Majeure and Excusable Delays. Excusable Delays are delays caused by Force Majeure events which are unforeseeable and unavoidable casualties or other unforeseen causes, circumstances or events beyond the control, and without fault or neglect, of the Contractor. Force Majeure events include unanticipated and unusual and unanticipated transportation delays, unanticipated unusually severe weather conditions, acts of God, acts of a public enemy, war/insurrection, earthquakes and floods. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an Excusable Delay occurs, the Contract Time shall be subject to adjustment only if the Contractor notifies the District in writing within ten (10) days of an Excusable Delay event and the Contractor establishes that the event(s) forming the basis for Contractor's request to adjust the Contract Time are: (i) outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) directly and adversely impacted the completion of the Work. Excusable Delays shall not result in adjustment of the Contract Price; the sole and exclusive remedy for an Excusable Delay is adjustment of the Contract Time.

3.4.2. Compensable Delay. If Substantial Completion of the Work is delayed and such delay is caused by the acts or omissions of the District ("Compensable Delays"), upon Contractor's written notice to the District within ten (10) days of the occurrence of a Compensable Delay, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the District. Pursuant to California Public Contract Code §7102, if Substantial Completion by a Compensable Delay, the Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages, including without limitation loss of productively, loss of efficiency, home-office expenses, and other similar items. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work.

3.5. Liquidated Damages. Should the Contractor neglect, fail or refuse to: (i) achieve Substantial Completion of the Work within the Contract Time or (ii) complete Punchlist items within the time established pursuant to the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages. The Contractor and the District specifically agree that the Liquidated Damages are reasonable estimates of the District's damages in the event of delayed Substantial Completion or delayed Punchlist Completion, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. If the Contractor fails or refuses to complete Punchlist items and the District elects to exercise its right to cause completion or correction of such items, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.

3.6. Final Completion. Final Completion is when all Work has been completed in accordance with the Contract Documents, all Punchlist items are completed and all other obligations of the Contractor under the Contract Documents are fully performed by the Contractor. Final Completion shall be determined by the Architect, the Project Inspector or District upon request of the Contractor. The good faith and reasonable determination of Final Completion by the Project Inspector, the Architect or District shall be controlling and final.

3.7. Final Acceptance. Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Trustees; such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Trustees after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents shall be deemed to be the date upon which the District's Board of Trustees approves of the Final Acceptance of the Work.

4. Changes.

4.1. Changes to the Work. The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. Changes approved by the District shall be reduced to Change Order in the form established by the District.

4.2. Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change

Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 4.2, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Trustees to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

4.3. Contractor Notice of Changes. If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the District, the Project Inspector and the Architect, if any, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same ("Change Notice"). The District shall consider any such claim only if sufficient supporting documentation is submitted with the Contractor's submittal of the Change Notice. The Contractor acknowledges that its failure, for any reason, to submit the Change Notice and supporting documentation within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation.

5. Safety; Security.

5.1. Safety. The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site. The Contractor shall implement and enforce personal safety measures required by all applicable laws, ordinances, rules or regulations for all personnel at the Site. The Contractor shall implement site safety measure such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contract Price and the Contract Time are not subject to adjustment for the Contractor's compliance with personal and site safety requirements.

5.2. Security. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not

such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors.

5.3. **Off-Road Diesel Engine Vehicles.** The Contractor shall comply with California Air Resource Board regulations "ARB Regulations") governing the use of off-road vehicles with diesel fueled engines ("Regulated Vehicles") if the Work or Project involves the use of any Regulated Vehicle by the Contractor or Subcontractor of any tier.

5.3.1. **Certificate of Reported Compliance ("CRC").** The Contractor shall verify that every Regulated Vehicle used at the Site has a current and valid Air Resources Issued CRC. Subcontracts of the Contractor must require: (i) Subcontractor use of Regulated Vehicles at the Site with valid CRCs; and (ii) any Sub-Subcontracts of the Subcontractor must require Sub-Subcontractors to use Regulated Vehicles at the Site with valid CRCs. The Contractor is responsible to obtaining and maintaining copies of CRCs for all Regulated Vehicles used at the Site. The Contractor shall maintain copies of CRCs for all Regulated Vehicles used at the Site for three (3) years after completion of the Work. Upon request of the District, the Contractor shall provide evidence of compliance with CRC requirements for Regulated Vehicles.

5.3.2. **Prohibit Use of Regulated Vehicle Without CRC.** The Contractor shall not use, and the Contractor shall not permit any Subcontractor of any tier to use, any Regulated Vehicle at the Site that does not have a current and valid CRC. The Contractor is responsible for implementing all measures and submitting such reports required by law, rule or regulation if a Regulated Vehicle without current and valid CRC is used at the Site.

5.3.3. **Signage Notice.** If Regulated Vehicles are used at the Site for eight (8) or more calendar days, the Contractor shall post signage at such location(s) and with such content as required by 13 California Code of Regulations §2449(j)(5). The Contractor shall prepare, install and maintain such signage without adjustment of the Contract Price.

5.3.4. **Contractor Compliance.** The Contractor's compliance with ARB Regulations is a material obligation of the Contractor under the Contract Documents. The Contractor shall be solely responsible for any penalty, fine or other assessment imposed for violation of any regulation or requirement relating to use of Regulated Vehicles at the Site.

6. Labor.

6.1. Prevailing Wage Rates. The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.

6.2. Apprentices. Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.

6.3. DIR Registration.

6.3.1. Contractor and Subcontractor Compliance. Strict compliance with DIR Registration requirements pursuant to Labor Code §1725.5 is a material obligation of the Contractor hereunder. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

6.3.2. Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

6.3.3. Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).

6.3.4. Contractor/Subcontractor Penalties pursuant to § 1771.1(g). "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars ($100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars ($8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5."

6.3.5. Subcontractor Penalties pursuant to § 1771.1 (h)(1). "In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars ($100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars ($10,000)."

6.4. Certified Payroll Records.

6.4.1. Compliance With Labor Code §§1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.

6.4.2. Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code §1776 is an express condition precedent to the District's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code §§1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.

6.4.3. Limits on Hours/Days of Work. The Contractor and Subcontractors shall not require or permit any worker to provide more than eight (8) hours of work per day or forty (40) hours of work per week without additional compensation as mandated by law.

6.5. Competency and Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

7. Superintendent. The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor. **Subcontractors**. The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

8. **Project Certification**. If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.

9. **Payment of the Contract Price**. The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30)

days of the District Representative confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price.

9.1. Single Disbursement of Contract Price. If the Contract Time is sixty (60) days or less, the District will disburse the entire Contract Price upon the Final Completion of the Work and the Contractor's submittal of a billing for payment of the Contract Price. Interim or partial payments of the Contract Price will not be made where the Contract Time is sixty (60) days or less.

9.2. Contract Time Sixty Days or More. If the Contract Time is sixty-one (6) days or more, the Contractor may submit applications for payment on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. The value of Work verified by the District Representative to be completed shall be based upon a Schedule of Values of the Contract Price prepared by the Contractor and accepted by the District. No payment of the Contract Price will be made until the Contract Price Schedule of Values has been prepared and accepted by the District. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of Final Completion of the Work, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.

10. Insurance. The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract Documents. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.

11. Indemnification. Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Trustees and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including without limitation, attorneys' fees, which arise out of or related in any manner to this Contract or the Work. The Contractor's obligations hereunder include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) Stop Notice claims; and (e) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.

12. Suspension and Termination.

12.1. Termination. The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract, in whole or in part, at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience; no payment shall be made or due from the District for the unperformed portion of the Work.

12.2. Suspension. The District may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. When all or a portion of the Work is to be suspended for any reason, the Contractor and each Subcontractor shall protect the Work in place or in progress and materials/equipment at the Site from damage, destruction or deterioration. The Contractor shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto. If the District orders suspension of the Work, an adjustment shall be made to the Contract Price for additional cost to complete the Work which are directly and actually caused by suspension, delay or interruption ordered by the District; provided however that there shall be no adjustment of the Contract Price: (i) if the Work was or would have been suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) for loss of efficiency, loss of productively or other similar loss or costs. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

13. Warranty.

13.1. Warranty and Guarantee Obligations. The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails or refuses to commence correction and diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work.

13.2. Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

13.3. Survival of Warranties. The Contractor' warranty and guaranty obligations hereunder shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

14. Tests/Inspections of the Work. The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for all costs, fees or expenses of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. If DSA or the Project Inspector deem any portion of the Work to not be in compliance with requirements of the Contract Documents, a material obligation of the Contractor is its prompt and complete repair, replacement or correction of such portion(s) of the Project so they comply with requirements of the Contract Documents. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

15. Miscellaneous.

15.1. Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

15.2. Public Contract Code §9204 Claims Resolution Procedures. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204").

15.2.1. Contractor Claims. Contractor Claims are subject to the Section 9204 Procedures provided, however, that the Section 9204 Procedures are expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to submittal and resolution of Claims, change orders, disputes and other matters in controversy under the Contract Documents. By this reference, the Section 9204 Procedures are incorporated herein.

15.2.2. Subcontractor Claims. Subcontractor Claims are subject to Section 9204 Procedures, as modified herein. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq.). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

15.2.3. Contractor Compliance with Government Code Claims Procedures. Disputed Claims and other matters in controversy asserted by the Contractor against the District are a "suit for money or damages" and subject to Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the Contractor's initiation of §20104.4 Dispute Resolution Procedures is the Contractor's compliance with the Government Code Clams Process.

15.2.4. Disputed Claims. Claims not resolved by the Section 9204 Procedures are subject to the binding dispute resolution procedures of Public Contract Code §20104.4 (Section 20104.4 Dispute Resolution Procedures).

15.2.5. Section 20104.4 Dispute Resolution Procedures, Claims Less Than $375,000. Disputed Claims of $375,000 or less shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Mediation conducted pursuant to Section 9204 Procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

15.3. Governing Law; Interpretation. This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.

15.4. Successors. This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.

15.5. Permits; Approvals. Except for the permits or approvals to be obtained by the Contractor as set forth in the Contract Documents, the District shall obtain and pay for all fees, permits or approvals necessary to complete the Work.

15.6. Non-Discrimination. The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.

15.7. Disabled Accessibility and Electronic And Information Technologies. Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the District, from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement. Contractor and any of its Subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

15.8. Days. Unless otherwise stated in the Contract Documents, all references to "days" shall be deemed references to calendar days.

15.9. Severability. If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed here from, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.

15.10. Attorneys' Fees. Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents, the performance of either the District or the Contractor thereunder, or enforcement hereof.

15.11. Provisions Required by the Laws Deemed Incorporated. Each and every provision of law and clause required by the Laws to be inserted in the Contract Documents is deemed to be incorporated herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such revision.

15.12. No Oral Modifications. The terms of the Contract shall be modified only by written instrument duly executed on behalf of the Contractor and District. Verbal or oral modifications to the Contract of terms thereof are not valid or enforceable.

15.13. Entire Agreement. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

[END OF SECTION]

SPECIAL CONDITIONS

1. **Application of Special Conditions.** These Special Conditions form a part of the Contract Documents for the Work generally described as: BID # MM-26-002; Building 4100 Modernization.

2. **Notice To Proceed; Commencement of Contract Time.** The Contractor shall commence Work and the Contract Time shall be deemed to commence on the date stated in the Notice to Proceed issued by or on behalf of the District to the Contractor.

3. **Liquidated Damages.**

   3.1 Liquidated Damages for Delayed Substantial Completion. If the Contractor does not achieve Substantial Completion of the Work as of expiration of the Contract Time, the Contractor shall be assessed Liquidated Damages in the amount of One Thousand Dollars ($1,000.00) per day after expiration of the Contract Time until Substantial Completion of the Work is achieved.

   3.2 Liquidated Damages for Delayed Completion of Punchlist Items. If the Contractor does not complete Punchlist Items noted upon Substantial Completion within the time established pursuant to the Contract Documents, the Contractor shall be assessed Liquidated Damages in the amount of One Thousand Dollars ($1,000.00) per day from the date established for completion of all Punchlist Items until all Punchlist Items are actually completed.

   3.3 District Withhold of Liquidated Damages; Performance Bond Surety. If the Contractor is subject to assessment of Liquidated Damages for delayed Submittals, delayed Milestone Completion, delayed Substantial Completion and/or delay completion of Punchlist Items, the District may withhold such assessments from the Contract Price then or thereafter due the Contractor. If the assessment of Liquidated Damages exceeds the then remaining balance of the Contract Price, the Contractor and the Surety issuing the Performance Bond shall be jointly and severally liable to the District for assessed Liquidated Damages which exceed the then remaining balance of the Contract Price.

4. **Hours and Days of Work at the Site.**

   4.1 Noise Ordinance Work Hours/Days. In addition to requirements established in other portions of the Contract Documents and by the Laws, the Contractor's performance of Work at the Site shall comply with and limited by construction activity limitations and/or construction noise limitations established by ordinance, rule or regulation by the municipality in which the Site is situated. Generally, Work at the District's Oceanside campus is subject to City of Oceanside construction activities/construction noise ordinances, rules or regulations. Work at the District's San Elijo campus is subject to the City of Cardiff construction activities/construction noise ordinances, rules or regulations. The foregoing notwithstanding, the Contractor is solely responsible for: (i) determining municipal ordinances, rules or regulations relating to construction activities/construction noise limitations; and (ii) compliance with such ordinances, rules or regulations without adjustment of the Contract Price or the Contract Time. Work is not permitted at the Site on Sundays or weekday holiday days.

   4.2 Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; or (ii) when other special events or functions are scheduled. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account and District activities which limit or preclude Work activities at the Site.

5. **Insurance Coverages.**

5.1 Contractor Insurance. The Contractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars ($1,000,000)
	Aggregate: Two Million Dollars ($2,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars ($1,000,000)

5.2 **Subcontractor Insurance.** Pursuant to Article 6 of the General Conditions, each Subcontractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars ($1,000,000)
	Aggregate: Two Million Dollars ($2,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars ($1,000,000)

6. **District Provided Temporary Utilities.** The District will provide the Contractor with utility services and a point of connection for electrical power. If the District provides any utility services for use by the Contractor: (i) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (ii) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District's non-payment of undisputed utility charges. If provided by the District, the Contractor may use the temporary electrical power and domestic potable water service in connection with the Work provided that: (i) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (ii) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District's non-payment of undisputed utility charges. Notwithstanding any provision of the Contract Documents to the contrary, the Contractor shall not use District provided water supply in connection with any earthwork or grading operations; water supply for earthwork or grading operations shall be obtained by the Contractor, without adjustment of the Contract Time or the Contract Price, from an offsite source or mobile water delivery service. Further, notwithstanding the District providing a point of connection for the Contractor's telephone/data service at the Site, the Contractor is solely responsible for the payment of utility service charges therefor.

7. **Contractor Personnel Parking.** Personnel of the Contractor, Subcontractors and others performing Work at the Site will be allowed to park, with a valid District parking permit, in the parking spaces at a location designated by the District. Parking permit charges, if any, shall be borne and paid by the Contractor without adjustment of the Contract Price. The foregoing notwithstanding, the extent or location of parking for such personnel may be modified by the District as reasonably necessary to

facilitate and accommodate necessary parking for the District's activities and functions in and about the Site. Neither the Contract Price nor the Contract Time shall be adjusted as a result of any such District

8. **Mark-Ups on Changes to the Work**. In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

   8.1 **Subcontractor Performed Changes**. For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by all Subcontractors of any tier shall be Fifteen Percent (15%). In addition, for the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to Five Percent (5%) of the allowable actual direct labor and materials costs of Subcontractors performing the Change; the foregoing mark-up shall not be applied to the Subcontractor mark-up.

   8.2 **Contractor Performed Changes**. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be Fifteen Percent (15%).

   8.3 **Bond Premium Costs**. In addition to the foregoing mark-ups on the direct costs of labor and materials, a bond premium expense in an amount equal to the lesser of the Contractor's actual bond premium rate of One Percent (1%) of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed.

   8.4 **Exclusions From Mark-Up of Actual Costs**. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.

9. **Waste and Recycling Report Log**. As required by the Laws, the District collects data and submits reports of all waste and recycling streams. As a part of this effort, the District requires the Contractor to submit reports on all construction generated waste, including soils exports, demolition generated debris, and all general construction debris ("Waste/Recycling Report"). The Contractor shall use the District's form Waste and Recycling Report Log to report all waste at the end of each month. Contractor shall submit the Report with their monthly Payment Application and failure to provide report (even if it is stating zero waste) may result in an Application for Progress Payment not being processed until the Waste/Recycling Report is submitted.

[END OF SECTION]

04307 4100 R&R Construction MCC0260051

Final Audit Report 2026-06-03

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MiraCosta Community College District Item Report

Item: VII.DD.
Meeting Date: June 25, 2026

Subject:	Approve Renewal of Proofpoint Email Security Software Maintenance and Technical Support Agreement
Category:	Consent Items
Institutional Goal Supported:	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. Proposal - Q-334163 Proofpoint Renewal 052926

Background:

Information Technology Services (ITS) utilizes Proofpoint as the district's enterprise email and cloud security platform. The solution provides email threat protection, data loss prevention and encryption, cloud application security monitoring, and automated threat response capabilities designed to safeguard district information systems and sensitive data.

Proofpoint supports the district's cybersecurity program by protecting against phishing attacks, malware, ransomware, business email compromise, and unauthorized disclosure of confidential information. The platform is used to protect student, employee, and institutional data and reduce cybersecurity-related operational disruptions.

During 2025/26, the district expanded its Proofpoint deployment to include Prime Threat Protection and Email Fraud Defense services. These additional capabilities provide enhanced protection against impersonation attacks, fraudulent email activity, and other targeted cybersecurity threats.

Status:

California Public Contract Code section 20661 authorizes community college districts to acquire information technology products and services through competitively awarded contracts established by other public agencies. District staff have determined that the Foundation for California Community Colleges (FCCC) CollegeBuys Master Agreement No. 00004442 with CDW Government, LLC provides the lowest cost and best overall

value for the district's Proofpoint email and cloud security licensing, subscriptions, support, and maintenance requirements.

The proposed renewal provides continued access to Proofpoint's Enhanced Security and Threat Protection, Cloud App Security Broker, Data Loss Prevention and Encryption, and Log API Forwarding services. ITS staff have evaluated the district's cybersecurity requirements and determined that Proofpoint continues to provide the best overall value and functionality through integration with the district's existing technology environment.

The renewal term is July 6, 2026, through July 5, 2027, at a total cost of $175,070.

Funds for this renewal are budgeted within the Information Technology Services budget.

Recommended Action:

Authorize the procurement of Proofpoint email and cloud security licensing, subscriptions, support, and maintenance services from CDW Government, LLC, in accordance with the terms and conditions of Foundation for California Community Colleges CollegeBuys Master Agreement No. 00004442, in an amount not to exceed $175,070.

Quote Confirmation

CORNEL RUSTON,

Thanks for choosing CDW. Review the details of Quote # 6B0CNWL and complete your purchase.

COMPLETE PURCHASE

Quote #	Created	Account #	PO#
6B0CNWL	05/26/2026	1969823	20260526

Notes from your Account Team

Yr1-Renewal-7/6/2026-7/5/2027 Prime

Pricing and Availability Notice -
Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

Product Details

LINE	ITEM	PRICE	QTY	ITEM TOTAL
1	**PFPT DLP&ENCRYPT** MFG # PFPT-M-DLPE-S-A CDW # 7826574 Contract: ClgBuys-CSU Master Agmt #00004442 Catalog (#00004442)	$10.00	2501	**$25,010.00**
2	**PFPT LOG API FORWARDING** MFG # PPAO-M-LAPI-S-A CDW # 7829289 Contract: ClgBuys-CSU Master Agmt #00004442 Catalog (#00004442)	$0.00	1	**$0.00**
3	**PFPT CLOUD APP SECURITY**	$16.00	2501	**$40,016.00**

LINE	ITEM	PRICE	QTY	ITEM TOTAL
	BROKER DATA MFG # PFPT-M-CASBU-S-A CDW # 7827860 Contract: ClgBuys-CSU Master Agmt #00004442 Catalog (#00004442)			
4	**PFPT ENH SEC+THREAT PROT** MFG # PFPT-B-EPTP-S-A CDW # 8255871 Contract: ClgBuys-CSU Master Agmt #00004442 Catalog (#00004442)	$44.00	2501	**$110,044.00**
			Subtotal	$175,070.00
			Shipping	$0.00
			Contract Fee	$0.00
			Recycle Fee	$0.00
			Product Total	**$175,070.00**

Delivery Details

Delivery Address
MIRACOSTA COMMUNITY COLLEGE,
ACCTS PAYABLE
1 BARNARD DR , Oceanside, CA 92056-3899

Delivery Method
Electronic Drop Ship

Billing Details

Billing Address
ACCTS PAYABLE
1 BARNARD DR
Oceanside, CA 92056-3899
US

Payment Terms
NET 30 Days-Govt/Ed

Please remit payment to

CDW Government LLC
75 Remittance Dr Ste 1515

Chicago, IL 60675-1515

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MiraCosta Community College District Item Report

Item: VII.EE.
Meeting Date: June 25, 2026

Subject:	Approve Reorganization of the Civic Center and Facility Rentals Program under Administrative Services
Category:	Consent Items
Institutional Goal Supported:	Goal 3
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. 8C-Status 2. Civic Center and Events Coordinator_JD

Background:

The Civic Center and Facility Rentals Program coordinates community use of District facilities in alignment with Board Policy and Administrative Procedure 6700, while also supporting rental and lease agreements not covered by the Civic Center Act. Although the District has a longstanding commitment to community access, administration of these activities has been decentralized, resulting in limited consistency in oversight, coordination, and accountability. As demand for facility use has grown, so too has the complexity of scheduling, risk management, cost recovery, and coordination with campus services.

The proposed reorganization will centralize oversight of the Civic Center and Facility Use Program within Administrative Services to improve coordination across Facilities, Campus Police, and Fiscal Services. This structure will support alignment with District priorities, reduce disruption to instructional programs and student services, and enhance management of all facility use activities, including Civic Center operations, short-term rentals, and long-term leases. Implementation will occur in phases to establish standard processes, clarify roles and responsibilities, and ensure integration with existing operations.

Status:

See attached Status.

Recommended Action:

Approve the reorganization of the Civic Center and Facility Use Program to report under the Office of Administrative Services, effective July 1, 2026.

Status:

The proposed reorganization will eliminate a vacant, funded 1.0 FTE position for the Energy Management Control Specialist. The annual salary savings of $184,085 (Range 33, Step 3), including statutory and medical benefits, for the elimination of this position will be repurposed to support the reclassification of the Interim Program Manager, Administrative Services and the new Administrative Support Assistant III positions.

The Executive Assistant to the Vice President position (P-05041) has been temporarily reclassified as the Interim Program Manager, Administrative Services (P-13788) to lead implementation and provide oversight of the Civic Center and Facility Use Program.

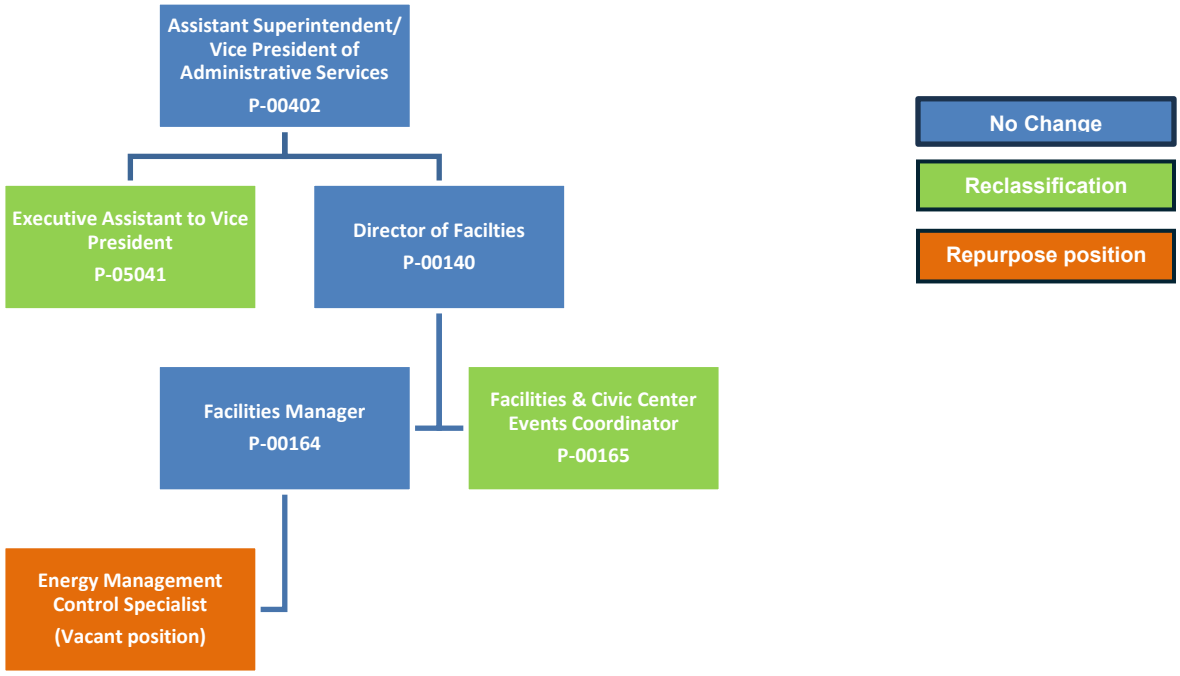
The Facilities & Civic Center Events Coordinator position (P-00165), currently reporting to the Director of Facilities, will be retitled as Civic Center & Events Coordinator and reassigned to report to the Interim Program Manager, Administrative Services. In this role, the coordinator will support day-to-day operations, including the processing and coordination of facility use requests.

In addition, a new Administrative Support Assistant III position (salary range 20) will be established under the Director of Facilities to support facilities-related responsibilities previously performed outside the unit.

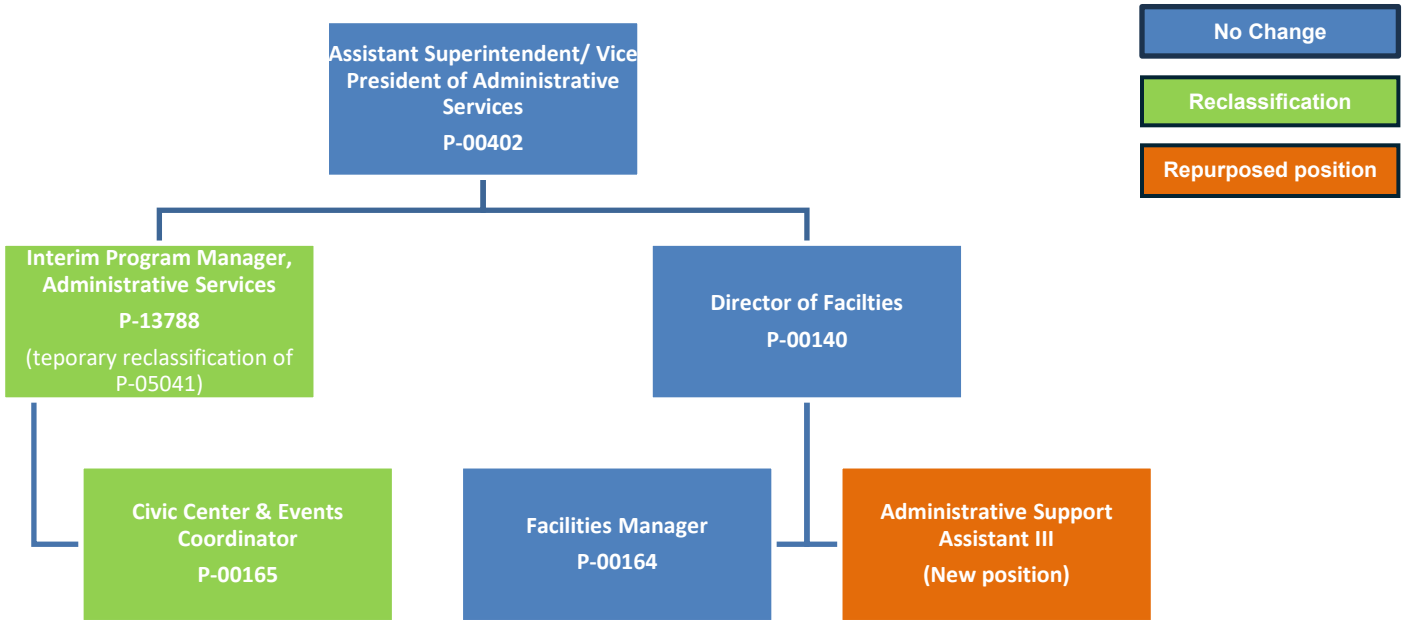
The long-term goal is to transition the Civic Center and Facility Use Program into a self-supporting model that generates sufficient revenue to sustain operations and support future staffing needs, including the potential restoration of dedicated administrative support within Administrative Services.

The proposed reorganization would be effective July 1, 2026. The relevant positions impacted by the reorganization are reflected below.

Current Organization Chart



Proposed Organization Chart



Using Step 3 as the base rate for 2026–2027, the overall change in staffing saves the District $26,448 annually. The elimination of the Energy Management Control Specialist would save the District $184,085 per year, which includes an annual salary of $117,585 and statutory and medical benefits in the amount of $66,500.

The reclassification of the Executive Assistant to the Vice President to the Program Manager of Administrative Services results in an annual increase cost to the District of $20,231, including statutory and medical benefits.

The creation of the Administrative Support Assistant III position will result in an annual cost to the District of $137,406, including statutory and medical benefits.

There is no increased cost for the job title modification for the Civic Center & Events Coordinator position, as the position will continue to be compensated at the same salary range.

Current	
Position	**Total - Annual**
Executive Assistant to the Vice President	**$ 154,893**
Energy Management Control Specialist	**$ 184,085**
Total	**$ 338,978**

Proposed	
Position	**Total - Annual**
Interim Program Manager, Administrative Services	**$ 175,124**
Administrative Support Assistant III	**$ 137,406**
Total	**$ 312,530**
Overall Cost Savings	**$ 26,448**

As authorized by Title 5, Section 53021(c)(1):

- Eliminate the vacant 1.0 FTE Energy Management Control Specialist, effective July 1, 2026.
- Establish a new 1.0 FTE Administrative Support Assistant III position, Range 20, effective July 1, 2026.
- Reclassify the Executive Assistant to the Vice President, position P-05041, to the Interim Program Manager of Administrative Services, effective July 1, 2026.
- Reclassify the Facilities and Civic Center Events Coordinator, position P-00165 to the Civic Center & Events Coordinator, effective July 1, 2026.

CIVIC CENTER AND EVENTS COORDINATOR

Reports to:	Manager or Director		
Dept:	Administrative Services	**Range:**	26
FLSA:	Nonexempt	**EEO:**	Professional/Nonfaculty

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed by individual positions.

BASIC FUNCTION:

Under general supervision, coordinates and oversees the District's Civic Center and Events Coordination in accordance with Education Code requirements, District policies, and public-agency laws governing facility rentals. Promotes and markets available District facilities; serves as the primary point of contact for inquiries, reservations, permits, agreements, and risk-management documentation; ensures proper application of rental fees; coordinates event logistics with internal departments; and manages program budgets, invoicing, and compliance. Provides advanced administrative, operational, and customer-service support to ensure smooth, consistent, and legally compliant use of District facilities by community members, vendors, and outside organizations. Performs related duties as assigned.

ESSENTIAL DUTIES & RESPONSIBILITIES:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Exhibit an equity-minded focus, responsiveness, and sensitivity to and understanding of the diverse academic, socioeconomic, cultural, gender identity, sexual orientation, and ethnic backgrounds of community college students, and employees, including those with physical or learning disabilities, and successfully foster and support an inclusive educational and employment environment.

2. Coordinate the District's Civic Center Facilities Use and district-wide events in compliance with the California Education Code, District Board policies, and administrative procedures regulating public use of facilities.

3. Promote and market District facilities to eligible community groups and organizations; maintain online presence, public information, and rental guides; conduct outreach to increase appropriate use of District spaces; conduct tours of facilities to potential vendors, community groups and organizations.

4. Serve as the primary point of contact for all Civic Center inquiries; guide organizations through the reservation, contract, and insurance processes; provide timely and accurate responses regarding availability, fees, procedures, and regulations.
5. Receive, review, and process facility rental applications and permits; confirm event details; determine eligibility under Civic Center categories; verify appropriate fees and classifications; schedule and reserve facilities using standardized methods.
6. Prepare, route, and execute facility use agreements, addenda, amendments, and related documents; ensure all agreements use District-approved templates and processes; review terms for completeness and legal compliance.
7. Verify receipt and validity of certificates of insurance, additional insured endorsements, hold-harmless agreements, and other required risk-management documentation; collaborate with District's Risk Department to ensure compliance with insurance requirements.
8. Calculate Civic Center rental fees based on approved schedules; prepare and issue invoices; collect payments; track revenue; reconcile discrepancies; and update fee schedules as approved.
9. Monitor program budgets, revenue, and expenditures; prepare reports and projections; recommend operational improvements to enhance cost recovery and program sustainability.
10. Coordinate with other departments such as College Police, Facilities, Custodial, ITS, Fiscal Services, etc. to support event logistics, equipment needs, staffing, access, security, and post-event inspections.
11. Serve as the liaison with outside vendors, contractors, and service providers supporting Civic Center events; ensure that any food or catering brought to campus complies with District policies, health regulations, insurance requirements, and permitted vendor lists.
12. Ensure consistent application of District-wide reservation processes, contract templates, fee schedules, and approval workflows; train internal departments on proper procedures and legal requirements.
13. Maintain accurate records of permits, agreements, insurance certificates, invoices, payments, and event histories; prepare reports on program usage, revenue, and trends.
14. Maintain Civic Center webpages, facility availability calendars, application materials, rate sheets, and required public notices.
15. Conduct or coordinate pre-event and post-event inspections as needed; document facility condition; work with departmental staff to resolve damages, cleaning needs, or violations.
16. Assist in developing, revising, and implementing Civic Center and event coordination procedures, operating manuals, and emergency response guidelines; conduct internal and external customer surveys and review results for process improvement.

OTHER DUTIES:

1. Coordinate staff training on Civic Center procedures and systems.
2. Assist with special projects, audits, or compliance reviews.
3. Provide advanced administrative support to the department.
4. Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

1. California Education Code provisions governing Civic Center facility use and public-agency facility rental laws.
2. Public-agency contracting practices, insurance requirements, indemnification, and risk-management principles.
3. Facility scheduling procedures, event coordination logistics, and customer service best practices.
4. Principles of marketing and community outreach.
5. Principles, practices, concepts and techniques used in customer service, public relations and community outreach.
6. Modern office practices, procedures and equipment including computers and applicable software programs.
7. The district's recordkeeping and general accounting systems, practices and procedures for processing information and interpreting input and output data.
8. District practices and procedures for budgeting, purchasing and maintaining public records.
9. Math and basic accounting techniques.
10. Practices of effective maintenance planning and scheduling.
11. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
12. District organization, functions, operations, rules, policies and procedures applicable to assigned areas of responsibility.
13. Safety policies and safe work practices applicable to the work.

ABILITY TO:

1. Interpret and apply Civic Center Act requirements, District policies, and rental regulations.

2. Communicate clearly, tactfully, and effectively with diverse community organizations and stakeholders.
3. Prepare and process facility use agreements, contracts, permits, and risk-management documents.
4. Verify compliance with insurance requirements and apply risk-transfer principles.
5. Calculate rental fees, prepare invoices, track payments, and reconcile accounts.
6. Organize and coordinate events requiring input from multiple departments.
7. Promote facilities through effective outreach, marketing, and communication strategies.
8. Compose clear, concise and comprehensive analyses, correspondence, reports, studies, agreements, presentations and other written materials from brief instructions.
9. Use reservation software, scheduling systems, and standard business technology.
10. Establish priorities and work effectively and independently meeting established deadlines.
11. Analyze situations and adopt effective courses of action.
12. Maintain accurate financial, operational, and legal records.
13. Track statistical information utilizing spreadsheets and databases.
14. Communicate effectively, both orally and in writing.
15. Operate a computer and standard business software.
16. Represent the district effectively in dealings and negotiations with permittees, consultants, contractors, vendors and the public.
17. Demonstrate sensitivity to and understanding of diverse academic, socioeconomic, cultural, ethnic and disability issues.
18. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION AND EXPERIENCE:

Graduation from an accredited two-year college and two years of experience coordinating public-use facilities, event management, community programs, or administrative support involving contracts or public-sector procedures. Experience in a public agency is preferred.

LICENSES AND OTHER REQUIREMENTS:

A valid California driver’s license and the ability to maintain insurability under the district’s vehicle insurance program.

WORK DIRECTION, LEAD AND SUPERVISORY RESPONSIBILITIES:

May provide lead-level work direction to lower-level staff, student employees and temporary staff.

CONTACTS:

District administrators, faculty, staff, students, contractors, consultants, vendors, outside organizations and the general public.

PHYSICAL EFFORT:

The physical efforts described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Primarily sedentary with intermittent standing, walking, bending and stooping; occasional light lifting and carrying of objects weighing up to 25 pounds; ability to travel to various locations on and off campus as needed to conduct district business.

EMOTIONAL EFFORT:

Ability to develop and maintain effective working relationships involving interactions and communications personally, by phone and in writing with a variety of individuals and/or groups from diverse backgrounds on a regular, ongoing basis; ability to work effectively under pressure on a variety of tasks concurrently while meeting established deadlines and changing priorities.

WORKING CONDITIONS:

Primarily business office environment; subject to frequent public contact and interruption; intermittent exposure to individuals acting in a disagreeable fashion; occasional evening, weekend and/or holiday hours are required on an as-needed basis.

MiraCosta Community College District Item Report

Item: VII.FF.
Meeting Date: June 25, 2026

Subject:	Ratify and Approve Contracts and Purchase Orders
Category:	Consent Items
Institutional Goal Supported:	Goal 3
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. Contract and Purchase Order Ratification Report - 4-21-26 - 6-2-26

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 2026 = $119,100.00), will be presented to the Board of Trustees for prior approval, but that contracts valued at less than the current Public Contract Code bid level may be presented to the board for ratification rather than prior to execution. All contracts ratified by the board shall be deemed to be fully executed district commitments and may not be subsequently cancelled, withheld or amended, unless determined by the vice president, administrative services to be a legally unenforceable obligation.

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

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

Status:

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

Recommended Action:

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

Contract and Purchase Order Ratification List
April 21, 2026 - June 2, 2026

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**
26001845	Maurice Gannon	5A Parking Lot Islands Rosemary Rock Mulch (Fac)	$24,700.00
26002045	Maurice Gannon	5A Drainage and Rock Mulch Installation (Fac)	$23,300.00
26002046	Frontier Fence Company Inc	4300 Cart Expansion & PRV Enclosure (Fac)	$21,710.00
26001846	Maurice Gannon	4C 4-Yard Dumpster Organization (Fac)	$21,300.00
26001770	Eugene Fitzpatrick	T510-T520-T530 Cabling Upgrade (ITS)	$20,250.00
26002011	Maurice Gannon	CME 4-Yard Bin Enclosure (Fac)	$18,660.00
26001758	Maurice Gannon	4200 Facilities Yard Expansion (Fac)	$18,200.00
26002123	Maurice Gannon	3400 Communication Vault Keystone Retaining Wall and Protective Railing (Fac)	$11,800.00
26001768	Communication Wiring Specialists Inc	Cable Repairs for OCN, SAN, CLC (ITS)	$10,670.00
26002020	AO Reed & Co	Building Contractor (Fac)	$10,000.00
26001693	Eugene Fitzpatrick	TCI electrical outlets (Fac)	$5,200.00
26001694	Pathway Communications, Ltd	Contract Services (ITS)	$5,000.00

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

Emergency Repair Contracts Without Bid			
PO #	**Vendor**	**Description**	**Amount**
	No Entries at this time		

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 - $119,100			
PO #	**Vendor**	**Description**	**Amount**
26001771	Eide Bailly LLP	Consulting Firms or Individuals (VP Off)	$70,000.00
26001695	Trace3	Software Renewal (ITS)	$55,608.00
26001799	CDW-G	Equipment (ITS)	$52,014.26
26002122	Cart Mart Inc	Equipment (Fac)	$49,953.56
26001882	Open Biopharma Training Institute, Inc.	Contract Services (Wrk Dev)	$45,000.00
26001733	SecureW2 Inc	Software Renewal (ITS)	$42,464.15
26001736	Mn8 Creative, Inc/CollegeAPP	Marketing Campaign (PIO)	$37,887.50
26001677	Orca Biosystems, Inc.	Contract Services (Wrk Dev)	$36,000.00
26002072	Futures Platform Oy	Software Licenses (Pres)	$32,900.00
26002083	Pablo Hernandez	Consulting Firms or Individuals (Nat & Soc Sci)	$32,000.00
26001735	ePlus Technology, inc.	Software Renewal (ITS)	$31,610.52
26001782	ImageSource	Consulting Firms or Individuals (ITS)	$30,650.00

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**
26001800	HSV Consulting Inc	Contract Services (VP Off)	$22,500.00
26002109	Ken Grody Ford	Blanket (Fac)	$19,485.00
26002021	Economic Modeling, LLC	Software maintenance agreement (Car Ed)	$17,500.00
26002026	Power Plus Productions	Contract Services (Found Dev)	$17,000.00
26001877	FA Davis Company	Instructional Supplies (Nurs)	$15,456.00
26001995	Dell	Equipment (ITS)	$15,382.01
26001769	Desert NewCo, LLC	Contract Services (ITS)	$15,263.19
26001956	HACU	Advertising (Pres)	$15,000.00
26002022	ePlus Technology, inc.	Software maintenance agreement (ITS)	$13,502.72
26001962	Prenger Solutions Group, LLC	Software maintenance agreement (Found Dev)	$13,500.00
26001875	Empowering Latino Futures	Advertising (PIO)	$13,100.00
26001806	Gideon Taylor Consulting LLC	Software Maintenance (ITS)	$11,979.00
26001721	Sialia Wear LLC	Promotional Items (A&R)	$11,144.34
26001978	Rapid Consulting, LLC	Equipment (Pol)	$11,019.24
26001888	Brilliant Marketing Ideas	Supplies (ESL)	$10,891.78
26002098	Turf Star Inc	Blanket (Fac)	$10,825.00
26001916	Waxie	Supplies (Fac)	$10,347.36
26002012	West Coast Sand and Gravel	Site Improvement (Fac)	$10,327.05
26001820	OverDrive	Library E-Resources (Lib)	$10,000.00

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**
26001979	4imprint	Promotional Items (Std Eqty)	$9,932.02
26002044	4allpromos	Promotional Items (Found Dev)	$9,302.33
26001914	Waxie Sanitary Supply	Supplies (Fac)	$8,430.28
26001925	Dell	Equipment (ITS)	$8,379.06
26002121	Home Depot	Blanket (Fac)	$8,118.75
26001972	Air Filter Supply a California Corporation	Supplies (Fac)	$7,687.92
26002096	Lawnmowers Plus Inc	Blanket (Fac)	$7,577.50
26001965	The RP Group	Contract Services (Car Ed)	$7,500.00
26001871	4imprint	Promotional Items (St Eqty)	$7,357.72
26001121	UpToDate Inc	E-Resources (Lib)	$5,973.00
26002108	Napa Auto Parts	Blanket (Fac)	$5,953.75
26001879	NCS Pearson Inc	Supplies (ESL)	$5,829.26
26002027	Ashley's Party Rentals, Inc.	Contract Services (Found Dev)	$5,486.71
26002097	The PAPE Group Inc.	Blanket (Fac)	$5,412.50
26001767	Frontier Fence Company Inc	Automated Gate Remotes (Fac)	$5,246.00
26001810	Anthropic - A Series of Aurum Vp Fund LLC	Blanket Purchase Order (IS)	$5,200.00

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

Change Orders			
PO #	**Vendor**	**Description**	**Amount**
2500516	Mason Interactive Inc.	Advertising (PIO)	$7,000.00

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

Construction Contract Change Orders			
PO #	**Vendor**	**Description**	**Amount**
	No Entries at this time		

Total Contract Expenditures: $1,091,487.48

Ratify MCC purchase orders 260001121 through 26002124

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**
26000067_SCON	National University	National University-MiraCosta MOU	$0.00
26000079_SCON	City of Carlsbad	TCI Lease	$519,358.86

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**
26000061_SCON	Thrive San Diego Sports	Civic Center - Basketball May 2026	$4,360.00
26000062_SCON	Thrive San Diego Sports	Civic Center - Thrive Basketball	$4,360.00
26000074_SCON	Haneen Choir California	Civic Center - Turkish Concert	$4,051.83
26000072_SCON	Unbrokn Futures Foundation	Civic Center - Youth Basketball	$2,775.00
26000063_SCON	Oceanside Breakers	Civic Center - Oceanside Breakers Soccer	$640.00
26000065_SCON	North County Transit District	Civic Center - NCTD Supervisor Academy	$360.00
26000073_SCON	SanDiego350	Civic Center - Tides of Tomorrow Collabration Meeting	$340.00
26000064_SCON	Oceanside Breakers	Civic Center - Oceanside Breakers Team Meeting	$60.00
26000070_SCON	Mastiff Sausage Company, Inc.	Partnership - Food Truck	$0.00
26000071_SCON	Mabuhi Enterprises LLC	Partnership - Food Truck	$0.00

Capital Improvement Program Contract and Purchase Order Ratification List
April 21, 2026 - June 2, 2026

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**
26002008	Botsford Construction Inc	04309 OC T100 Interior Modernization (OC)	$73,333.00
26002009	Botsford Construction Inc	04310 Removal of Trailer T310 (OC)	$64,270.00
26001907	Communication Wiring Specialists Inc	04313 Install Fiber infrastructure in building T140 (OC)	$49,025.40
26001912	Botsford Construction Inc	04235 B4400 Modifications to Ceilings, Lighting & Paint (OC)	$24,890.00
26001937	Eugene Fitzpatrick	04313 Electrical Setup & Installation of ITS Imaging Tables (OC)	$24,700.00
26001994	Botsford Construction Inc	04329 Student Services Building Stair Tread (OC)	$19,925.00
26002002	Ahmed Hussein	04311 Trenching, Installing Conduit and Backfilling for Building T140 (OC)	$19,630.00
26001936	Botsford Construction Inc	04313 Remove Wall and replace carpets in Trailer T140 (OC)	$16,800.00
26002003	Botsford Construction Inc	04324 4600 Office Refresh (OC)	$16,465.00
26002004	Russ Stroika	04309 T100 Exterior Painting (OC)	$9,000.00

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 written quotes, pre-existing contracts, or negotiations to maximize the district's value.

POs Greater Than $25,000			
PO #	**Vendor**	**Description**	**Amount**
26001812	Parron Hall Office Interiors	04303 B1000 Furniture for Academic and Career Pathways. (OC)	$110,815.96
26001996	Parron Hall Office Interiors	04307 New Furniture for 4100 (OC)	$80,801.02
26001763	Class Leasing LLC	04311 Purchase the T570 (1) 24' x 60' Office Building (OC)	$67,363.00
26001911	Architects Mosher Drew	04307 Architectural services for 4100. (OC)	$44,500.00
26001753	Waxie Sanitary Supply	04205 3000 Series Janitorial Supplies. (OC)	$38,691.26
26002068	Williams Scotsman Inc	04244 final T140 invoices. (OC)	$34,058.38
26001980	Parron Hall Office Interiors	04205 Furniture for Uprise. (OC)	$26,411.95

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**
26001797	Diegoview LLC	04237 4500 Reno Photo Documentation (OC)	$17,186.00
26001752	Parron Hall Office Interiors	04303 Staff Chairs for Fiscal Services (OC)	$15,795.04
26001908	Global Equipment Company	04303 Art B2200 20' Lift (OC)	$15,561.04
26001910	Botsford Construction Inc	04307 4100 Site Prep (OC)	$14,980.00

26001755	Parron Hall Office Interiors	04205 Office furniture for 31107 (OC)	$10,352.75

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**
26001909	Takach Press Corp	04303 Tabletop Etching Press for Art B2200 (OC)	$7,894.00
26002067	Division of the State Architect	04119 Plan/Review Fees (SAN)	$7,201.23
26001754	Aztec Landscaping, Inc.	04204 Interior Gym Cleaning (OC)	$4,475.00
26002066	Division of the State Architect	03722 OAH Services (OC)	$2,865.00
26001938	Plastics Family Holdings Inc.	04303 Acrylic Boxes for displaying art (OC)	$2,068.43
26002035	CDW Government Inc	04205 3000 Series Technology Equipment. (OC)	$1,227.99
26001756	Bell Blueprint	04237 and 04213 Blanket PO Printing services for (OC)	$1,000.00

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

Change Orders			
PO #	**Vendor**	**Description**	**Amount**
26001936	Botsford Construction	Replace Sub Floor, Paint Walls and add gutter to Trailer T140	$7,705.00
26002002	Ahmed Hussein	Typo correction to match executed agreement	$1,645.00

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

Construction Contract Change Orders			
PO #	**Vendor**	**Description**	**Amount**
	No entries at this time		

Total Contract Expenditures: $ 830,636.45

Ratify Purchase Orders – 2600:1752-56, 1763-65, 1797, 1812, 1907-12, 1936-38, 1980, 1994, 1996, 2002-04, 2008, 2009, 2035, 2066, 2067

MiraCosta Community College District Item Report

Item: VIII.A.
Meeting Date: June 25, 2026

Subject:	Approve Employment Contract for Superintendent/President
Category:	Action Items
Institutional Goal Supported:	Goal 4
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. Johnson, Lennor Dr. - Contract 06.08.2026

Background:

In accordance with Board Policy 2431: Superintendent / President Selection, the Board of Trustees conducted a comprehensive, national search for the next Superintendent / President to lead MiraCosta College. The Board interviewed four highly qualified candidates and unanimously agreed to hire Dr. Lennor Johnson, as the new Superintendent / President.
Dr. Johnson currently serves as Superintendent / President at Imperial Valley College and has held several distinguished roles in institutions of higher education over the course of his career.

Status:

The Board of Trustees provided direction to staff to prepare a contract effective August 1, 2026 to July 31, 2029, and to place Dr. Johnson on step 4 of the 2026–2027 Executive Salary Schedule. The annual salary is $367,077. The Superintendent/President also receives a $750 monthly allowance for use of a personal vehicle for district business, $750 monthly allowance for special expenses incurred in the course of performing the official duties, $125 per month for mobile communication service, and a doctoral stipend of $3,200 per year.

Recommended Action:

Approve employment contract for superintendent/president, effective August 1, 2026.

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

This employment agreement ("Agreement") is made August 1, 2026, by and between the MiraCosta Community College District and its Board of Trustees (collectively identified as "District") and Dr. Lennor Johnson ("Johnson") in San Diego County, California, for the employment as the Superintendent/President.

1.0 APPOINTMENT

The District appoints and agrees to employ Johnson in the position as the Superintendent/President of the District on the terms and conditions specified in this Agreement. Johnson agrees to accept his appointment to the position of Superintendent/President and agrees to serve as an employee of the District and as an agent of the District's Board of Trustees ("Board"). Johnson agrees to perform the duties specified in the position description adopted by the Board for this position and as outlined below in section 5.0.

2.0 TERM

This Agreement is for a 3-year term commencing on August 1, 2026, and ending on July 31, 2029. The Board of Trustees may renew this Agreement in accordance with Board Policy provided that the Superintendent/President's most recent performance evaluation has been "satisfactory."

3.0 SALARY

Johnson shall be paid according to the Superintendent/President position, step 4, $367,077 annually on the 2026–2027 Executive Annual Salary Schedule. The salary will be paid according to District's customary payroll practices. All payments of salary or other compensation payments will be reduced by any applicable withholdings and deductions (including voluntary withholdings).

Johnson shall be eligible for an annual doctoral stipend in the amount of Three Thousand Two Hundred Dollars ($3,200). This stipend shall be paid in equal installments in accordance with the District's regular payroll schedule and shall be in addition to Johnson's base salary and other benefits as outlined in this Agreement.

If Johnson works for less than a full fiscal year, the initial or final checks will be adjusted for the number of contract days actually worked. For this purpose only, the daily rate is calculated by dividing the annual salary by the number of contract days.

The Board reserves the right to increase the annual salary paid to Johnson during the term of this Agreement. Any adjustment to the salary paid to Johnson shall be at the sole discretion of the Board. In accordance with the requirements of Government Code § 53262, subdivision (a), any adjustment to the salary paid to

Johnson must be ratified by the Board at an open and public meeting and expressly reflected in the Board minutes. A change in salary shall not constitute the creation of a new contract nor extend the expiration date of this Agreement.

4.0 HOURS OF WORK

As Superintendent/President, Johnson shall render twelve (12) months of full and regular service to the District, consisting of two-hundred forty-four (244) duty days, which includes vacation days provided in section 12.2 below. In addition, Johnson will receive all District-approved holidays and approved leaves. Accrual and carry-over of vacation shall be consistent with Board Policy. Vacation shall be scheduled so as not to interfere with fulfilling District duties and responsibilities and with notice to the President of the Board. Vacation requests will be entered into the District's timekeeping system and approved by the Vice President of Administrative Services.

Johnson acknowledges, understands, and agrees that the position of Superintendent/President will regularly require more than eight (8) hours of work a day and/or more than forty (40) hours of work per week. As the position of Superintendent/President is an over-time exempt position, Johnson shall not be entitled to overtime compensation.

Johnson shall devote his full-time attention to the duties and responsibilities of his position and shall not accept outside employment without prior notice and approval of the Board.

5.0 DUTIES AND RESPONSIBILITIES

As Superintendent/President, Johnson shall be employed as an "academic employee" within the meaning of Education Code § 87001(a), as an "educational administrator" as defined in Education Code § 87002(b), and as a "management employee" within the meaning of Government Code § 3540.1(g). Johnson will carry out duties consistent with this appointment as follows:

5.1 Duties. Under the direction and supervision of the Board, and in a manner consistent with the delegation of authority codified in Board Policy 2430, Johnson shall perform the duties of the Superintendent/President, including those duties prescribed by Board Policies and District Administrative Procedures, as well as any other such duties that may be assigned by the Board, or prescribed by law, and shall at all times perform all such duties in a manner satisfactory to the Board.

As Superintendent/President, Johnson shall have primary responsibility for management of all District affairs and for the execution of Board Policy and shall also perform all duties prescribed by the Education Code. Johnson shall be the Board's chief executive officer with the duty to timely inform the Board regarding matters requiring Board action or that otherwise relate to the Board's ability to effectively perform its role. In carrying out these general duties, the Superintendent/President's highest priority shall be to provide leadership that supports student success.

5.2 Personnel Matters. As Superintendent/President, Johnson shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including selection, assignment, transfer, discipline, and dismissal of employees. Johnson shall also be responsible for ensuring (1) that all District employees enjoy a work environment free of unlawful harassment, discrimination, and retaliation, and (2) that allegations of unlawful harassment, discrimination, and retaliation are promptly and thoroughly investigated and addressed.

5.3 Administrative Functions. As the chief executive officer of the District, Johnson shall: (1) execute all policies and directives adopted and/or approved by the Board and make appropriate recommendations to the Board regarding same; (2) periodically evaluate or cause to be evaluated the performance of all District employees; (3) advise the Board on the fiscal condition of the District; (4) endeavor to maintain and improve his professional competence; (5) establish and maintain positive community, staff, and Board relations; (6) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning personnel matters; (7) recommend to the Board possible District goals and objectives; (8) maintain and promote a rich academic environment of inclusion, diversity, equity, accessibility, and open debate in which the exchange of ideas shall flourish; and (9) unless excused or unavoidably detained, attend all regular, special, and closed session meetings of the Board.

5.4 External Relations. As Superintendent/President, Johnson shall represent the District before the public and shall maintain both inside and outside the District a program of public relations as may serve to keep the public informed as to the activities, needs, and results of the District.

Johnson will act as the primary liaison with the local, state, and federal agencies and with local, state, and federal elected representatives. To maintain the District's community funded status, Johnson may attend appropriate professional meetings at local, state, and national levels provided his physical absence from the District does not interfere with the efficient operations of the District. Reasonable expenses incurred at such professional meetings shall be reimbursed in accordance with Article 9.0, if authorized under Board Policies. Johnson shall periodically report to the Board on all such professional activities financed by the District.

To the extent Johnson seeks to travel to attend conferences or other events outside of California, he shall notify the Board president at least one week before such out of state travel.

6.0 PERFORMANCE EVALUATION

In accordance with Board Policy 2435 and Administrative Procedure 2435, the Board shall evaluate the performance of the Superintendent/President, utilizing a mutually-agreed-upon evaluation process and evaluation tool. This evaluation shall be based upon the Superintendent/President's goals and objectives, as mutually agreed by Johnson and the Board.

Unless otherwise agreed to by the parties, Johnson and the Board shall meet annually, prior to July 1, to establish the performance goals and objectives of the Superintendent/President for the following year. These goals and objectives shall be in writing and be based on the duties and responsibilities set forth in this Agreement, as well as the Board's priorities and any other criteria mutually agreed upon by the parties.

Johnson shall inform the Board on or before March 1 of each year of Board's need to complete his annual performance evaluation as Superintendent/President. After consultation, Johnson and the Board shall agree on a timeline for the evaluation process to be completed by July 1 of each year.

The Board will devote a portion of at least one (1) meeting annually to a discussion and evaluation of the performance of the Superintendent/President. The Board's formal evaluation of the Superintendent/President will be in writing and placed in a sealed envelope in the Superintendent/President's personnel file marked "Confidential: To be opened only upon authorization of the Board." A copy will also be provided to Johnson.

At the conclusion of the evaluation and by July 1, the Board shall give consideration at its discretion to extending this Agreement for one additional year. Failure of the Board to complete the evaluation process in a timely manner shall not be construed as a negative comment on the performance of the Superintendent/President. At the same time, failure of the Board to complete the evaluation process shall not result in the amendment or extension of this agreement, nor shall it preclude the Board from giving notice of termination or nonrenewal in accordance with Articles 12 and 13 of this Agreement.

7.0 HEALTH AND WELFARE BENEFITS

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

8.0 RETIREMENT BENEFITS

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

8.1 To be eligible for the health and welfare benefit program described in this section, Johnson must retire from the District, have reached age fifty-five (55) by June 30 of the fiscal year in which their retirement is effective, and have completed ten (10) years of service as a Superintendent/President with the District.

8.2 The District will provide health and welfare coverage for Johnson and any eligible dependents at the same level and on the same basis as that of an active administrator (with the exception of disability and accident insurance) from the age of retirement from the District until Johnson reaches age sixty-five (65). Once eligible, Johnson is assured of program continuation until age sixty-five (65), full length of the

program, waiver or death, whichever occurs first. At the age of sixty-five (65), Johnson will transition to the "Post 65" Benefit Program.

8.3 The Post 65 Benefits Program provides for the reimbursement of healthcare premiums and/or Medicare supplement payments for Johnson and his spouse/domestic partner. Johnson and their spouse/domestic partner will be eligible to receive a healthcare premium reimbursement not to exceed $5,000 per year for each Johnson and Johnson's spouse/registered domestic partner until Johnson dies.

9.0 RELOCATION EXPENSES

Should Johnson relocate to a residence within a 30-mile distance of the District's main campus located at 1 Barnard Drive, Oceanside, California, 92056 and within the boundaries of either the District or an adjoining community college district, within eighteen months from the effective date of this Agreement, the District agrees to reimburse Johnson for actual costs or expenses incurred in moving Johnson's household goods and personal effect and those of his immediate family from Johnson's current residence to the new residence in an amount not to exceed Ten Thousand Dollars ($10,000.00). Eligibility for reimbursement require paid receipts dated within eighteen (18) month of the effective date of this Agreement.

10. SABBATICAL

10.1 Eligibility. As a condition precedent to the submission of a request for sabbatical leave, Johnson shall meet the following criteria:

a. Shall have rendered at least six (6) consecutive years of service in the position of Superintendent/President for the District preceding the granting of leave. Not more than one such leave shall be granted in each six (6) year period. (Education Code § 87768).

b. Shall agree to render service to the District equal to twice the period of leave upon return from sabbatical leave. (Education Code § 87770).

c. Shall furnish a suitable bond to the Board upon approval of a sabbatical leave application. (Education Code § 87770).

10.2 Requirements. Johnson shall submit a request for sabbatical leave to the Board. The sabbatical leave may be for one or more of the following: travel, study, research, or writing. A satisfactory means of covering Johnson's assignment during the period of sabbatical leave and availability of funds must be determined prior to the start of the sabbatical. Additionally, an overall satisfactory evaluation should precede approval for sabbatical leave.

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

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

10.4 Report on Activities While on Leave. Johnson shall file a report with the Board within ninety (90) days of his return summarizing the sabbatical experience. This report may be included as an attachment to the annual evaluation.

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

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

11.0 WORK-RELATED EXPENSES

11.1 Use of personal vehicle for District Business. Johnson is required to maintain a valid California driver license and have a vehicle available at all times to perform the duties of the Superintendent/President. To defray the costs of this vehicle requirement, Johnson shall be provided a monthly transportation allowance of seven hundred and fifty dollars ($750). This allowance shall cover all costs associated with Superintendent/President's use of his personal vehicle for District business within San Diego County. Johnson shall also be eligible to be reimbursed for parking in San Diego County and mileage and parking expenses related to approved business travel out of the county.

11.2 Special Expense Allowance. The District shall provide Johnson with a special expense allowance in the amount of seven hundred and fifty dollars ($750) each month during the term of this Agreement for expenses incurred in the course of performing the official duties of the Superintendent/President, such as attendance at the events of local nonprofit organizations; the costs of membership in local, community service organizations; hospitality; and other expenses related to the performance of the public relations duties of Superintendent/President.

11.3 Reimbursement for Job-Related Expenses. Johnson shall be reimbursed for all documented, actual, reasonable, and necessary expenses incurred as a result of performance of job duties in accordance with Board Policies and District Administrative Procedures, including, but not limited to, business-related travel (e.g., lodging, meals, parking, tolls), membership in professional organizations, attendance at professional conferences, and purchase of business-related supplies, but only to the extent that such expenses are not covered by the special expense allowance, described in section 11.2 above.

11.4 Mobile Device Reimbursement. The District shall provide Johnson an additional monthly allowance for the purchase of a mobile communication device and service plan acceptable to the District, as per Board Administrative Procedure 6450, currently one hundred twenty-five dollars ($125) per month as an exceptional heavy user. Johnson acknowledges and agrees that the preceding expense considerations are currently considered as taxable compensation by the United States and State of California governments.

12.0 LEAVES

12.1 Sick Leave. Johnson shall accrue sick leave at the same rate (one day per month) as other administrator employees of the District.

12.2 Vacation. As Superintendent/President, Johnson shall accrue thirty (30) days of paid vacation per year. No more than sixty (60) days of vacation time may be accumulated at any one time. Once Johnson has accrued a total of sixty (60) unused vacation days, and unless specifically authorized by the Board, he shall not be entitled to accrue any additional vacation time until his vacation balance is reduced below sixty (60) days. Johnson shall not take more than a total of forty-five (45) vacation days at any one time without prior approval of the Board. All vacation must be scheduled at a time convenient to the Board and the operations of the District. At the time of separation, accumulated vacation, if any, up to the accrual cap, will be paid at the then-current daily rate of the Superintendent/President's salary.

13.0 PHYSICAL EXAMINATION

As superintendent/president, Johnson shall have a complete medical examination not less than once every two years and not more than once each year, unless otherwise separately authorized or directed by the Board. Johnson shall file with the District a confidential report, completed by the examining physician, certifying continuing fitness for duty as the Superintendent/President. All costs and expenses of such a medical examination not included in the District's health benefits coverage shall be paid by the District.

14.0 OTHER EMPLOYMENT

Should Johnson apply for or become a finalist for any other position during the term of this Agreement, he shall notify the Board president within one (1) week of his application or knowledge of his candidacy as a finalist. For the purposes of this article, "finalist" shall mean that Johnson has been selected for, and invited to participate in, a final round of interviews by a prospective employer. Failure to provide such notice shall constitute grounds for termination of this Agreement for cause.

15.0 TERMINATION OF AGREEMENT

15.1 Mutual Consent. Johnson may terminate his obligations under this

Agreement by giving the District at least 30 (thirty) calendar days' advance notice, or as otherwise mutually agreed by both parties.

15.2 Settlement on Termination of this 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 Johnson may receive shall be equal to the monthly salary of Johnson multiplied by the number of months left on the unexpired term of the contract or twelve (12) months, whichever is less, and shall not include non-cash items except for health benefits. The District will also provide Johnson with the cash-equivalent of his then-current health and welfare benefits through the twelve-month period, or until Johnson obtains employment that provides similar benefits, whichever comes first. The intent of this provision is to satisfy the requirements of Government Code §§ 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 Johnson, Johnson 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.

The parties further agree that the salary sum described above constitutes liquidated damages in recognition of the extreme difficulty of determining actual damages to Johnson resulting from the termination of this Agreement without cause. These liquidated damages represent the sole and exclusive remedy of Johnson for any and all damages, known or unknown, tort, contract, or otherwise, arising from either his employment with the District or from the termination of his employment with the District without cause. The parties recognize that upon payment of the liquidated damages sum, Johnson will be foreclosed from bringing any action or proceeding of any nature against the District.

15.3 Termination of this Agreement During its Term With Cause. The Board may terminate this contract during its term and discharge Johnson if he commits a material and substantial breach of this Agreement and/or for cause. Such breach of contract and discharge shall nullify the terms of this Agreement and Johnson shall cease to receive any form of compensation upon the effective date of termination.

a. 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.

b. Prior to exercising this option, the Board shall give Johnson thirty (30) days' advance written notice of its intention to terminate this Agreement, which shall include a statement of the specific acts or omissions that give rise to the proposed action. No action shall be taken on a proposed termination until Johnson has had an opportunity to meet with the Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions alleged have been corrected, to the satisfaction of a majority of the Board. Unless otherwise agreed by the parties, this opportunity to be heard shall be provided within fifteen (15) calendar days after being served the notice of the Board's intention. This meeting with the Board shall not be an evidentiary hearing, but the parties are expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney. The meeting with the Board shall be the Superintendent/President's exclusive right to any hearing otherwise required by law.

c. Any decision to terminate this Agreement for cause shall be effective upon the date determined by the Board, except that such date shall not be sooner than thirty (30) days after the notice of termination is given to the Superintendent/ President. In the event that the Superintendent/President is terminated for cause, all rights and obligations of the parties under this Agreement shall be deemed fully satisfied on the effective date of the termination and the Superintendent/President shall not be entitled to any severance payment or to any further benefit under this Agreement, other than a payment for any accrued, unused paid vacation time in accordance with section 12.2 above.

16.0 NONRENEWAL OF AGREEMENT

Should the Board decide not to re-employ Johnson as Superintendent/President after the expiration of this Agreement, the Board shall notify him in writing at least six (6) months prior to the expiration date of this Agreement. Failure by the Board to timely notify Johnson of a decision to non-renew this Agreement will result in an extension of the term of this Agreement for one (1) additional year only. In the event this Agreement is automatically extended in accordance with this article, the Board shall ratify the extension in an open and public meeting of the Board.

17.0 GENERAL PROVISION

17.1 Governing Law and Venue. This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the state of California. The parties also agree that in the event of litigation, venue shall be the proper state or federal court serving San Diego County, State of California.

17.2 Entire Agreement. This Agreement contains the entire Agreement and understanding between the parties. There are no oral understandings, terms, or

conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. This Agreement is intended by the parties to be the sole instrument governing the relationship between the parties unless a provision of law, now or hereinafter enacted, is specifically applicable to this Agreement or to the relationship between Johnson, the District, and its Board.

17.3 No Assignment. Johnson may not assign or transfer any rights granted or obligations assumed in this Agreement.

17.4 Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded by mutual, written agreement, executed by both parties.

17.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

17.6 Conflict. In the event of a conflict between the terms of this Agreement, or any amendments thereto, and the terms of Board Policies, the terms of this Agreement shall prevail.

18.0 PROVISIONS OF GOVERNMENT CODE §§ 53243.3-53243.4

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

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

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

18.4 “Abuse of office or position” is defined in Government Code § 53243.4 to mean either of the following:

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

b. A crime against public justice, including but not limited to, a crime described in title 5 (commencing with Section 67), title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 2 of the Penal Code.

19.0 ACKNOWLEDGEMENT AND CONSENT

By signing below, Johnson, Frank Merchat, as President of the Board, and Raye Clendening, as Vice President of the Board, acting on behalf of the District, acknowledge that they each have read and fully understand the terms and conditions of this Agreement and that they consent and agree to each and every term and condition contained herein.

Dr. Lennor Johnson	Date

FOR MIRACOSTA COMMUNITY COLLEGE DISTRICT:

Frank Merchat President, Board of Trustees MiraCosta Community College District	Date

Raye Clendening Vice President, Board of Trustees MiraCosta Community College District	Date

MiraCosta Community College District Item Report

Item: VIII.B.
Meeting Date: June 25, 2026

Subject:	Final Report Update on Emergency Actions in Response to Oceanside Power Outage
Category:	Action Items
Institutional Goal Supported:	Goal 2 Goal 3 Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	None

Background:

Resolution No. 18-25/26 was approved at the May 14, 2026, board meeting to authorize the superintendent/president to declare an emergency and to take emergency actions in accordance with Public Contract Code §22050.

On the afternoon of April 23, 2026, the Oceanside campus experienced a power outage when a contractor, digging new fence post holes, hit an unforeseen and unmarked medium voltage electrical line. This incident caused a significant disruption of instruction and support services, resulting in the closure of the campus. Although a third-party company had been engaged to mark utilities prior to the work, this specific line, which was encased in concrete, was not detected or known to district staff.

Status:

To respond to this emergency, Southern Electric was engaged without the requirement for advertising or competitive bidding, as permitted under emergency procurement provisions. Southern Electric completed electrical testing and medium voltage line replacement for a total project cost of $50,092.63. The broken electrical line has been permanently repaired, and all power has been restored.

Recommended Action:

For information only**.**

MiraCosta Community College District Item Report

Item: VIII.C.
Meeting Date: June 25, 2026

Subject:	Ratify Collective Bargaining Agreement between the MiraCosta Community College District and the MiraCosta College Faculty Assembly
Category:	Action Items
Institutional Goal Supported:	Goal 4
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. Faculty Assembly Contract 2025-2028 - July 1, 2026 Update_06.01.2026

Background:

The collective bargaining agreement between the MiraCosta Community College District and the MiraCosta College Faculty Assembly ("Faculty Assembly") is set to expire on June 30, 2028. The district and Faculty Assembly previously agreed to reopen Article L.1.0, Academic Freedom and L.2.0 Intellectual Property in 2025-2026. During the fall of 2025 and spring of 2026, the District engaged in collegial negotiations with the Faculty Assembly pursuant to Board Policy 7140.

Status:

The District and the Faculty Assembly have negotiated an amendment to July 1, 2025 to June 30, 2028 Collective Bargaining Agreement between the MiraCosta Community College and Faculty Assembly, which was subsequently ratified by the Faculty Assembly's membership in May 2026. The economic and non-economic issues were reviewed with the Board of Trustees in closed session throughout the negotiation process.
The complete document is available online and a copy is on file with the secretary of the Board of Trustees.

Recommended Action:

Ratify Collective Bargaining Agreement for July 1, 2025 to June 30, 2028 between the MiraCosta Community College District and the MiraCosta College Faculty Assembly commencing July 1, 2026, and authorize the superintendent/president to sign the

agreement on behalf of the District, as stated.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

DISTRICT/FACULTY ASSEMBLY AGREEMENT

FOR THE PERIOD JULY 1, 2025 - JUNE 30, 2028

UPDATED JULY 1, 2026

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MiraCosta Community College District
District/Faculty Assembly Agreement
Signature Page

Sunita Cooke — Date
Superintendent/President
MiraCosta Community College District

~~Mary Gross~~~~Billy~~William Gunn — Date
President
MiraCosta College Faculty Assembly

ARTICLE A: GENERAL PROVISIONS

This Agreement is made and entered into by and between the Board of Trustees of the MIRACOSTA COMMUNITY COLLEGE DISTRICT ("District") and the MIRACOSTA COLLEGE FACULTY ASSEMBLY ("Assembly"), and shall be binding upon themselves and their successors for the term of this Agreement. The district recognizes the Assembly as the exclusive representative of all full-time faculty (contract, regular and temporary) employed by the MiraCosta Community College District, as described in the certification of the Public Employment Relations Board of the State of California, dated January 16, 2015, in case number LA-RR-1240-E, a copy of which is attached hereto as Appendix 11 and incorporated herein.

This Agreement is entered into pursuant to the Educational Employment Relations Act (hereafter EERA) at Government Code section 3540 et seq.

This Agreement shall remain in full force and effect for the term as specified in section D.1.0. For the duration of this Agreement, the Assembly and the district shall not be obligated to meet and negotiate with respect to any subject or matter, except for any Article within this Agreement that specifically requires the parties to meet and negotiate over that Article during the term of this Agreement. Upon mutual written agreement, the parties may reopen additional Articles for negotiations.

Appendices to this document may be modified by mutual agreement.

A.1.0 SAVINGS

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, the provision shall be stricken from the Agreement, but all other provisions shall continue in full force and effect for the duration of this Agreement. The parties will meet and negotiate a replacement provision for the stricken provision within thirty (30) calendar days of receipt of an initial proposal for replacement of the provision by either party.

If any provision of this Agreement is contrary to or inconsistent with a federal or state law, because of a change to any such law, the parties will meet and negotiate a replacement provision within thirty (30) calendar days of receipt of an initial proposal by either party.

A.2.0 RIGHTS OF THE ASSEMBLY

A.2.1 Assembly Rights to Reasonable Access

Unless limited by this Agreement, the Assembly retains all of its legal rights, such as rights of reasonable access and reasonable use of mailbox, email, web and other district facilities in a manner consistent with the law.

A.2.2 Assembly Rights to Present at New Employee Orientation

The district will conduct an employee orientation for all newly hired full-time faculty members. The district will provide the Assembly with at least ten (10) days advance notice of the date and time of the orientation. The Assembly shall be provided ninety (90) minutes to orient newly hired full-time faculty during the orientation. Additional time may be provided to the Assembly upon approval from the district to meet with new employees during orientation.

A.2.3 Assembly Rights to Appoint Members to District Fringe Benefits Committee

The Assembly shall have the right to appoint two (2) full-time faculty representatives and one (1) full-time faculty alternate to the District Fringe Benefits Committee.

A.2.4. Assembly Rights to Purchase Reassigned Time

In addition to the reassigned time provided by the district as specified in section B.2.0, the Assembly shall have the right to purchase reassigned time for conducting Assembly activities at the class III, step 5 non-contractual rate. To the extent practicable, the Assembly will advise the district of its intent to purchase reassigned time on or before October 1 for spring assignments and March 1 for fall assignments. The Assembly shall make payment for purchased reassigned time within thirty (30) days of receipt of an invoice for the purchase of reassigned time from the district.

A.2.5 Assembly Rights to Information

The district shall provide the Assembly with a list of the names, departments, work locations, home addresses, home telephone numbers, cell phone numbers, and personal email addresses on file with the district for all full-time faculty members on or before the following dates: October 1, February 1, and May 1.

The district shall notify the Assembly within thirty (30) days of Board approval of the initial employment of any new full-time faculty. The district shall provide the Assembly the contact information specified above for newly hired faculty members on or before August 1.

Home addresses, home telephone numbers, cell phone numbers, and personal email addresses on file with the district will be omitted for those faculty members who request

that this information not be disclosed to the Assembly through a written request to the Vice President of Human Resources.

On or before October 1 (for fall semester information) and February 1 (for spring semester information), the district shall also provide the Assembly with the following information for all faculty members:

1) Date of hire;
2) Seniority number;
3) Salary schedule placement;
4) Activity status (e.g. active, sabbatical, reduced workload) and percentage of assignment;
5) Overload assignment for the current semester;
6) Amount of banked LHE;
7) Reassigned time for non-contractual, non-teaching assignments for the current semester; and
8) Faculty service areas (FSAs).

Upon request, the district agrees to furnish the Assembly in a timely fashion with copies of public records as per the California Public Records Act. This includes Board agenda packets; tentative, preliminary and final budgets; and other information that is relevant to negotiations, grievance processing, and/or Assembly business related to administration of this Agreement.

A.3.0 RIGHTS OF THE DISTRICT

Unless limited by this Agreement, the district retains all of its legal rights to direct, manage, and organize in a manner not inconsistent with California statutes and PERB and other applicable decisions.

All such rights of management not limited by the clear and explicit language of this Agreement are expressly reserved to the district and the express provisions of this Agreement constitute the only contractual limitations on the district's rights.

A.4.0 NONDISCRIMINATION

The district will abide by all nondiscrimination requirements of the Educational Employment Relations Act ("EERA") and not discriminate against any faculty member because of membership in or lawful activity on behalf of the Assembly.

The district and the Assembly agree not to discriminate unlawfully against any employee covered by this Agreement on any basis protected in board policy, state or federal law including but not limited to age, ancestry, color, ethnicity, gender, gender expression,

gender identity, genetic information, marital status, medical condition, mental disability, national origin, parental status, physical disability, pregnancy, race, religious creed, sex, sexual orientation, or military or veteran status of any person, or because they are or perceived to have one or more of the foregoing characteristics. Section A.4.0 is not subject to the grievance procedure in this Agreement.

A.5.0 SAFETY

The district shall furnish a place of employment which is safe for employees pursuant to applicable law and regulations.

The district agrees that whenever feasible faculty members will be included in any district-sponsored emergency notification systems and trainings that are implemented for full-time or contract employees of the district, and the Assembly agrees that it will make every reasonable effort to aid the district in implementing systems and procedures to ensure the currency and accuracy of the contact information for faculty members.

The district administration shall notify a faculty member as soon as reasonably possible of any credible personal threat against that person received by the district. A faculty member who becomes aware of physical violence or a credible threat against a student or employee, or destruction or credible threat of destruction or property, shall report the threat to the MiraCosta College Police Department as soon as safely feasible.

The district encourages faculty members to inform the Risk and Safety Manager of any perceived hazards in the workplace or on campus without fear of reprisal. A faculty member who observes or experiences any hazard that they perceive to be unsafe shall report the condition to the Risk and Safety Manager by either sending an e-mail to hr_department@miracosta.edu or by calling that office at (760) 795-6866. The district provides a system of anonymous notification by faculty members about hazards at the internal fraud hotline (800) 860-0597. The Risk and Safety Manager maintains procedures for identifying and evaluating workplace hazards and will notify the Assembly of reports made and the corrective actions taken resulting from reports made by faculty members or that may impact faculty working conditions.

A.6.0 FACULTY DEFINITIONS

In this Agreement, any reference to "faculty" shall be understood to apply to full-time faculty, unless otherwise specified.

Regular Faculty
: Permanent (tenured), full-time faculty employees.

Contract Faculty
: Probationary (untenured), full-time faculty employees.

Full-Time Faculty
: Refers to regular or contract faculty or any faculty member employed under a full-time contract at MiraCosta College.

Classroom Faculty
: Faculty whose primary duties are associated with course instruction.

Non-Classroom Faculty
: Faculty whose primary duties are associated with counseling, library, or similar non-classroom student support activities.

Faculty Coordinators and Articulation Officer
: Faculty whose duties include time reassigned to coordinate designated programs and services.

Non-Teaching Assignments
: Assignments outside a faculty member's regular load that are not part of typical classroom or non-classroom assignments (such as classroom observation; administrative, governance or directorial duties; or special projects).

A.7.0 OTHER DEFINITIONS

Domestic Partners
: All references to "spouses" in this Agreement shall be read to include registered domestic partners as permitted by California law.

ARTICLE B: SUPPORT FOR ACADEMIC SENATE AND FACULTY ASSEMBLY FUNCTIONS

B.1.0 SUPPORT FOR ACADEMIC SENATE LEADERSHIP RESPONSIBILITIES

The Academic Senate shall be provided with 1.4 FTE reassigned time per semester in support of Academic Senate leadership responsibilities for the President, Vice President or President-elect, and Coordinating Officer.

The Academic Senate shall also be provided with 2.6 FTE reassigned time per semester for faculty chairs and co-chairs of district governance committees.

The Academic Senate shall have the discretion to distribute this reassigned time as it deems appropriate. The Academic Senate president will notify the Office of Instruction prior to the end of the preceding semester as to which faculty are receiving reassigned time.

B.1.1 Support for Summer Academic Senate Responsibilities

The Academic Senate president or designee shall be provided with a stipend equal to 132 hours at the applicable non-contractual, non-teaching hourly rate for carrying out their duties during the summer.

Other full-time faculty members on the Academic Senate shall be compensated at the applicable non-contractual hourly rate for participation in up to three (3) Senate meetings during the summer months, with a maximum of four (4) work hours per meeting to compensate for meeting participation and preparation. Faculty members serving on district and Academic Senate standing committees appointed to participate in the collegial governance of the College will be compensated at their hourly rate for participation in meetings scheduled during the summer to conduct business that cannot be conducted during the regular academic year. Faculty will be paid for two (2) work hours at the applicable non-contractual hourly rate for each hour of attendance to compensate for meeting participation and preparation.

A stipend equal to 66 hours at the applicable non-contractual, non-teaching hourly rate shall be provided to the PDP Coordinator for carrying out their duties during the summer.

B.2.0 SUPPORT FOR FACULTY ASSEMBLY LEADERSHIP RESPONSIBILITIES

The Assembly shall be provided with 2.3 FTE reassigned time per semester in support of Assembly leadership responsibilities.

The Assembly shall have the discretion to distribute this reassigned time as it deems appropriate. The Assembly president will notify the Office of Instruction prior to the end of the preceding semester as to which faculty are receiving reassigned time.

The district shall designate an individual office on-campus for use by the Faculty Assembly.

B.2.1 Support for Summer Faculty Assembly Responsibilities

The Assembly president or designee shall be provided with a stipend equal to 132 hours at the applicable non-contractual, non-teaching hourly rate for carrying out their duties during the summer. Upon mutual agreement with the district, the district may increase this amount by 66 hours (2.0 non-contractual, non-teaching LHE) for a total of 198 hours.

In addition to the stipend provided by the district, the Assembly shall have the right to purchase additional time to conduct Assembly activities in the summer. The Assembly shall compensate the district for this time at the faculty member's non-contractual, non-teaching rate. The Assembly shall make payment for any additional time purchased within thirty (30) days of receipt of an invoice for the purchase from the district.

Other full-time faculty members on the Faculty Assembly Council shall be compensated at their non-contractual, non-teaching rate for participation in up to three (3) Council meetings during the summer months, with a maximum of four (4) work hours per meeting to compensate for meeting participation and preparation.

Assembly members serving on Faculty Assembly standing committees shall be compensated at their non-contractual, non-teaching rate for participation in meetings scheduled during the summer to conduct business that cannot be conducted during the regular academic year. Faculty will be paid for two (2) work hours at their non-contractual, non-teaching rate for each hour of attendance to compensate for meeting participation and preparation.

ARTICLE C: FACULTY WORKLOADS

C.1.0 UNIFORM WORKLOAD MEASURES

C.1.1 Definition of Workload Measures

Contact Hours

Scheduled class lecture or laboratory hours or the equivalent, including scheduled counseling and library hours, and administrative or governance duties assumed by virtue of reassignment.

Preparation Hours

Hours directly associated with assigned contact hours and necessary for affiliated lecture or laboratory class preparation, student evaluation, or the equivalent.

Student Hours

Hours engaged in direct student interaction in addition to contact hours, including office hours, advisory activities, presentations, or the equivalent.

Institutional Service Hours

Hours engaged in institutional administration, governance, and development via college committee, Academic Senate, Faculty Assembly or departmental work, conducting evaluations for full-time faculty members, curriculum development, faculty meetings, or the equivalent, in addition to any such duties assumed by virtue of reassignment.

Weekly Faculty Contact Hours (WFCH)

The total number of contact hours per week for a particular assignment (see "contact hours" above).

Full-Time Equivalent (FTE)

Workload equivalent to a full-time contract load per semester or per year.

Lecture Hour Equivalent (LHE)

A uniform measure of faculty workload as defined below.

Other Professional Duties

Hours associated with pre-semester preparation for classes, additional professional development activities beyond required "flex" hours, and other professional duties as mutually agreed, in writing, between the Assembly and the district.

C.1.2 Rounding

Throughout Articles C and D, fractions expressed as rounded decimals represent full, unrounded fractions for the purposes of calculating load or compensation (e.g. 0.667 = 2/3,

2.333 = 7/3). When banked or recorded, load and sick leave amounts shall be recorded to the nearest 1/1000 (e.g. 2.667 LHE) where possible. Paid compensation amounts shall be rounded to the nearest penny.

C.1.3 Workloads and Workload Equivalencies

Workloads and workload equivalencies shall be common for each full-time faculty appointment, as denoted in the tables below:

1. "Contractual Days" are the 176 days as defined by the academic calendar.
2. See section C.7.0 for contracts extending beyond 176 days.
3. See section C.5.0 for load balancing between semesters.
4. In some years Regular Assignment Days may total 166. On those years All-College Day is included in the 10 "flex" days.

FULL-TIME CONTRACTUAL WORKLOAD (REGULAR CALENDAR, ANNUAL FTE)

DAYS	*FALL*	*SPRING*	*ANNUAL*
Contractual Days	88	88	176
Flexible Calendar*	(5)	(5)	(10)
All-College Day	(1)	0	(1)
Regular Assignment Days (includes finals)	82	83	165

WEEKS	*FALL*	*SPRING*	*ANNUAL*
Contractual Weeks	17.6	17.6	35.2
Flexible Calendar*	(1.0)	(1.0)	(2.0)
All-College Day	(0.2)	0	(0.2)
Regular Assignment Weeks (includes finals)	16.4	16.6	33.0

HOURS	*FALL*	*SPRING*	*ANNUAL*
Contractual Work Hours	704	704	**1408**
Flexible Calendar*	(40)	(40)	(80)
"Flex" Obligation (Preapproved Activities)	(30)	(30)	(60)
Other Professional Duties	(10)	(10)	(20)
All-College Day	(8)	0	(8)
Regular Assignment Weeks (includes finals)	656	664	1320
Classroom Faculty			
Student Hours	(82)	(83)	(165)
Institutional Service Hours	(82)	(83)	(165)
Class Contact & Preparation (includes finals)	492	498	**990**
Non-Classroom Faculty			
Institutional Service Hours	(82)	(83)	(165)
Student Contact and Preparation	574	581	**1155**

*Note: minor adjustments to the allocation of flexible calendar days (e.g. 4 flexible calendar days in one semester and 6 days in the other) may be permitted in order to facilitate calendar development.

The breakdown of 80 flexible calendar hours into 60 hours of "flex" obligation and 20 hours other professional duties is based on a 15 LHE classroom load. Refer to section C.16 for more details on the flexible calendar and "flex" obligation.

See Appendix 1.1 for detailed tables of annualized faculty workloads for the full contractual calendar (176 days), and the instructional calendar (165 days). See also Appendices 1.2 and 1.3 for detailed tables and examples of workload factors.

C.2.0 UNIFORM WEEKLY WORKLOADS

A full-time contractual workload (1.00 FTE) shall consist of 15.00 LHE per semester (sum of classroom and non-classroom LHE).

The standard contractual work week for all full-time faculty is forty (40) hours. Faculty are expected to be reasonably available on regular and any extended contract days (if applicable) for meetings and other scheduled institutional service during that time. The uniform 40-hour work week for each 1.00 FTE faculty appointment shall be distributed among common duties as denoted in the following tables.

Key for the tables:
WFCH = weekly faculty contact hours
PREP = weekly preparation hours
STU = weekly student hours
INSV = institutional service hours

The breakdown of contact and preparation hours is shown in these tables for discipline factors of 1.000 for classroom assignments and 0.600 for non-classroom assignments. See the tables in section C.3.5 and Appendix 1.2 for the breakdown of contact and prep hours for other workload factors.

C.2.1 Contractual Assignments

	FTE		LHE		Hours per Week		Weeks		Total Hours
PER FTE (per year)	1	=	30	=	40	x	35.2	=	1408
PER LHE (per semester)	0.033	=	1.00	=	2.67	x	17.6	=	47.0

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR CONTRACTUAL CLASSROOM ASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	15	+	15	+	5	+	5	=	40	x	17.6	=	704
PER LHE	1.000	+	1.000	+	0.333	+	0.333	=	2.667	x	17.6	=	47

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR CONTRACTUAL NON-CLASSROOM ASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	25	+	10	+	0	+	5	=	40	x	17.6	=	704
PER LHE	1.667	+	0.667	+	0.000	+	0.333	=	2.667	x	17.6	=	47

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR CONTRACTUAL LEAVES AND REASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	40	+	0	+	0	+	0	=	40	x	17.6	=	704
PER LHE	2.667	+	0.000	+	0.000	+	0.000	=	2.667	x	17.6	=	47

C.2.2 Non-Contractual Assignments

	FTE		LHE		Hours per Week		Weeks		Total Hours
PER FTE (per year)	1	=	30	=	30	x	33.0	=	990
PER LHE (per semester)	0.033	=	1.00	=	2.00	x	16.5	=	33.0

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR NON-CONTRACTUAL CLASSROOM ASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	15	+	15	+	0	+	0	=	30	x	16.5	=	495
PER LHE	1.000	+	1.000	+	0.000	+	0.000	=	2.000	x	16.5	=	33.0

Note: Effective 2013/14, non-contractual classroom assignments carry an obligation of 2.0 hours of professional development activities ("flex" credit) per 1.0 non-contractual classroom LHE. This is in addition to the hours shown in the table above (refer to sections

C.16.0, "'Flex' obligation for full-time faculty members," and D.2.2, "Non-contractual compensation per LHE (classroom assignments)").

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR NON-CONTRACTUAL NON-CLASSROOM ASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	25	+	10	+	0	+	0	=	35	x	16.5	=	577.5
PER LHE	1.667	+	0.667	+	0.000	+	0.000	=	2.333	x	16.5	=	38.5

C.2.3 Weekly Workloads for Leaves and Reassigned Time

A full standard contractual work week for leaves and reassigned time shall include forty (40) hours per week. These hours shall be translated into LHE according to the formulas and tables in section C.2.1.

C.2.4 Weekly Workload Regulations By Class: Classroom Faculty

Classroom Faculty Workloads

The standard contractual work week for credit and noncredit classroom faculty is forty (40) hours. The standard instructional work week shall consist of thirty (30) hours of instructional time, class preparation and student evaluation (contact hours and preparation hours). The remaining time will consist of five (5) student hours (which includes office hours as defined by section C.15.0), and five (5) institutional service hours. Noncredit faculty may substitute three (3) of the required five (5) weekly student hours for additional preparation hours. These hours shall be translated into classroom LHE according to the formulas and tables in section C.2.1.

For purposes of compensation, all instructional assignments for classroom faculty must first be included within base contractual workloads. Non-instructional assignments and overload are accounted for only after all other instructional assignments have been accounted for in a classroom faculty member's base load.

C.2.5 Weekly Workload Regulations By Class: Non-Classroom Faculty

Counseling Workloads

The standard contractual work week for counselors is forty (40) hours, including twenty-five (25) contact hours, ten (10) preparation hours, and five (5) institutional service hours. The twenty-five (25) contact hours is defined to include any counseling activity in which counseling service is provided to a student or students, including instruction, workshops, individual or group counseling. The ten (10) preparation hours include course work

preparation and counseling preparation (of which 5 hours must be on campus). The expectation is that thirty (30) hours will be on campus. Counselors assigned to teach classes are designated as classroom faculty for that portion of their workload, which is computed accordingly as classroom LHE. Counselor assignments to teach classes require a "flex" obligation of two (2.0) hours of documented professional development activities per one (1.0) classroom LHE (fall and spring). These hours shall be translated into non-classroom LHE according to the formulas and tables in section C.2.1.

During the scheduling request period, counselors may request to conduct up to fifteen (15) hours of their required thirty (30) on campus hours remotely, encompassing both student contact hours and preparation time. Authorization of remote hours will be approved by the dean. If student demand necessitates additional on campus hours for non-classroom faculty, the district will make every effort to assign the hours to faculty members (full-time or associate) who agree to accept additional on campus hours. If the request for remote work is modified and/or denied, the appropriate dean will provide a written rationale prior to the start of the semester to the requesting faculty member.

All instructional assignments for counseling faculty will be assigned as overload, unless an exception is approved by the appropriate vice president.

Librarian Workloads

The standard contractual work week for librarians is forty (40) hours with twenty-five (25) hours of base duties, ten (10) preparation hours, and five (5) institutional service hours. The twenty-five (25) hours of base duties include fifteen (15) hours of reference services and ten (10) hours of librarian specialization including curriculum development, database management, emerging technologies development, collection development, library exhibits and displays, and cataloging. The expectation is that thirty (30) hours will be on campus. Librarians assigned to teach classes are designated as classroom faculty for that portion of their workload, which is computed accordingly as classroom LHE. Librarian assignments to teach classes require a "flex" obligation of two (2.0) hours of documented professional development activities per one (1.0) classroom LHE (fall and spring). These hours shall be translated into non-classroom LHE according to the formulas and tables in section C.2.1.

During the scheduling request period, librarians may request to conduct up to fifteen (15) hours of their required thirty (30) on campus hours remotely, encompassing both student contact hours and preparation time. Authorization of remote hours will be approved by the dean. If student demand necessitates additional on campus hours for non-classroom faculty, the district will make every effort to assign the hours to faculty members (full-time or associate) who agree to accept additional on campus hours. If the request for remote work is modified and/or denied, the appropriate dean will provide a written rationale prior to the start of the semester to the requesting faculty member.

All instructional assignments for librarians will be assigned as overload, unless an exception is approved by the appropriate vice president.

C.3.0 UNIFORM WORKLOAD FACTORS

Unless otherwise specified by this Agreement, minimum workloads for faculty assignments include one weekly work hour of preparation for each associated weekly contact hour. However, some assignments made to faculty may require a relatively greater or lesser number of preparation and evaluation hours relative to the number of weekly contact hours. The LHE for these assignments is calculated by multiplying the weekly faculty contact hours (WFCH) for each component of an assignment (lecture, lab) by the relevant discipline factor and/or performance factor, and adding over all components:

LHE = (WFCH) x (discipline factor) x (performance factor) [summed over all components of assignment]

Discipline and performance factors are specified in section C.3.5. The tables in Appendix 1.3 show examples of workload calculation using these factors.

C.3.1 Discipline Factors

Variations from the norm may occur as a consequence of the nature of the discipline in which that assignment falls in combination with the effects of different methods of instruction (i.e., lecture vs. laboratory). Such assignments require less than one hour of preparation/evaluation per weekly contact hour. Workload adjustments for such variations are aeffected by means of discipline factors attached to the assignment.

C.3.2 Performance Factors

Variations from the norm may also occur as a consequence of a faculty obligation to extensive additional student engagement in combination with the effects of different methods of instruction. Such assignments require more than one hour of preparation/evaluation per weekly contact hour. Workload adjustments for these variations are implemented by means of performance factors attached to the assignment.

C.3.3 Calculation of Discipline and Performance Factors

Discipline and performance factors are calculated by dividing 15 LHE by the number of weekly contact hours that would be required for a full load (1 FTE) for that type of assignment:

discipline or performance factor = 15/(WFCH for full load)

The tables in section C.3.5 specify workload adjustment values (discipline and performance factors) to be applied to each activity to which faculty may be assigned. The tables in Appendix 3 list the factors agreed to for specific assignments. A particular assignment may carry both discipline and performance factors. Appendix 1.3 provides examples of how workload factors are applied.

Appendix 2 lists criteria used in assigning discipline and performance factors to specific assignments.

C.3.4 Applicability of Workload Factors

All discipline and performance factors shall apply equally, uniformly, and in full to all contractual and non-contractual assignments included within the scope of this Agreement, including contractual assignments, overload and intersession assignments.

C.3.5 Table of Workload (Performance or Discipline) Factors

These tables show only workload factors (performance or discipline factors) currently in use. See Appendix 1.2 for a complete set of tables of hours corresponding to various workload factors.

The tables specifying the agreed performance and discipline factors to be applied to specific faculty assignments are found in Appendix 3.

Performance and discipline factors for courses may be established or modified as per the workload factor review process described in section C.3.6. Any changes to workload factors shall take effect at the start of the semester or intersession following final approval and shall be recorded in the tables in Appendix 3 within sixty (60) days of final approval.

Classroom Assignments

The sum of weekly faculty contact hours and preparation hours for all classroom assignments is equal to thirty (30) hours per week, 2.00 hours per LHE. Each classroom assignment also includes five (5) hours of direct student contact and five (5) hours of institutional service, for a total of forty (40) hours per week. The table below shows the breakdown of weekly faculty contact hours and preparation hours for the performance and discipline factors currently in use.

See Appendix 3 for a table showing the workload factors associated with particular classroom assignments.

Performance or Discipline Factor	Weekly hours per FTE		Weekly hours per LHE		Prep hours per contact hour
	Contact	Prep	Contact	Prep	

1.667	9.0	21.0	0.600	1.400	2.333
1.500	10.0	20.0	0.667	1.333	2.000
1.200	12.5	17.5	0.833	1.167	1.400
1.000	15	15.0	1.000	1.000	1.000
0.833	18	12.0	1.200	0.800	0.667
0.750	20	10.0	1.333	0.667	0.500
0.682	22	8.0	1.467	0.533	0.364
0.625	24	6.0	1.600	0.400	0.250

Non-Classroom Assignments

The sum of weekly faculty contact hours and preparation hours for all non-classroom assignments is equal to thirty-five (35) hours per week, 2.33 hours per LHE. Each non-classroom assignment also includes five (5) hours of institutional service activities, for a total of forty (40) hours per week. The table below shows the breakdown of weekly faculty contact hours and preparation hours for the discipline factor of 0.600, the only factor currently in use for non-classroom assignments.

Performance or Discipline Factor	Weekly hours per FTE		Weekly hours per LHE		Prep hours per contact hour
	Contact	Prep	Contact	Prep	
0.600	25	10	1.667	0.667	0.400

Leaves and Reassignments

Leaves and reassignments are based on a total workload of forty (40) hours per week.

C.3.6. Workload Factor Review Process

Workload factors associated with courses shall be reviewed and revised according to the following process:

STEP ONE: By the end of week 4 of the spring semester the department requesting a lab, discipline, or performance course workload factor be established or re-rated shall provide a written justification, including the Course Outline of Record (COR) to the appropriate dean. The justification must address the appropriate criteria as specified in Appendix 2.

STEP TWO: By the end of week 8 of the spring semester the dean reviews the written justification and COR, and provides a written rationale of whether or not they support the request. If the dean supports the request, they shall forward the original request and their written rationale to the appropriate vice president and the Assembly president or designee. If the dean does not support the request, they shall return the original request and their written rationale to the department. A copy of the denial of the request shall also be sent to the appropriate vice president. Departments may forward the original request and the dean's written rationale to the Assembly president or designee, with or without dean support. The

department may submit a written appeal to the denial of the original request to the appropriate vice president within ten (10) business days. If the department does not appeal within ten (10) business days, the decision of the dean stands.

STEP THREE: The appropriate vice president shall review any workload factor requests submitted by the dean by the end of week 12 of the spring semester. The vice president shall notify the Assembly of their approval or denial of the request, and any proposed workload factor. The vice president shall provide the Assembly at least ten (10) business days to respond before forwarding an approved recommendation to the superintendent/president.

Upon receipt of an appeal from the department, the vice president shall form a workload review team to make a final recommendation. The workload review team shall consist of the appropriate vice president, one dean, the Vice President of Human Resources or designee, the Assembly president or designee, an associate faculty representative or designee, and one faculty member mutually agreed upon by the parties. None of the members of the workload review team may be the dean or faculty member of the department making the request. All appeals shall be reviewed within four (4) weeks from the date of receipt of appeal documents by the appropriate vice president. If the workload review team does not agree with the department's recommendation, a written rationale will be provided to the department and dean. All final recommendations shall be submitted to the superintendent/president.

STEP FOUR: The superintendent/president considers the request and chooses one of the following courses of action:

A) If the superintendent/president supports the request, and the request has no fiduciary impact, the superintendent/president's decision will be communicated to the appropriate vice president for implementation within ten (10) business days.
B) If the superintendent/president supports the request and the request has a fiduciary impact, the superintendent/president will present the recommendation to the Board of Trustees at the next Board business meeting. If the Board approves the request, the decision will be communicated to the appropriate vice president for implementation. If the Board does not approve the request, the superintendent/president will provide a written rationale to the appropriate vice president and the Assembly.
C) If the superintendent/president does not support the request, the superintendent/president will provide a written rationale to the appropriate vice president and the Assembly within ten (10) business days.

C.4.0 REASSIGNED DUTIES

Regular faculty may be assigned, on a temporary or permanent basis, in whole or in part, to administrative, coordinative, directorial, governance, or other comparable duties in lieu of

normal assignments to classroom, counseling, or librarian duties. Any such assignment is a "reassignment" and may be made only within the bounds of the 176-day annual contractual calendar, unless the faculty member is appointed to an extended contract (see section C.67.0), in which case the bounds of the reassignment may, upon agreement between the district and Assembly, extend to the length of the contract period in days. All reassignments will have a list of duties and responsibilities to be completed within the reassigned time hours (see section C.4.1).

Reassigned duties for regular faculty (except those in table C.4.2) extend either through a complete fall or spring semester, or through both fall and spring semesters, or through the full length of an extended contract. Faculty whose assignments comprise more than 100% reassigned time must obtain an exception by the appropriate vice president.

C.4.1 Reassigned Workload

Workload equivalencies for reassigned duties are based on a uniform contractual work week of forty (40) hours per week, eight (8) hours per day, as illustrated in the following table:

AMOUNT		ASSIGNED WORK HOURS							
FTE	LHE PER YEAR	PER WEEK	PER DAY	PER YEAR (by contract period in days)					
				176	182	195	199	203	212
1.000	30.00	40.00	8.00	1408	1456	1560	1592	1624	1696
0.967	29.00	38.67	7.73	1361	1407	1508	1539	1570	1639
0.933	28.00	37.33	7.47	1314	1359	1456	1486	1516	1583
0.900	27.00	36.00	7.20	1267	1310	1404	1433	1462	1526
0.867	26.00	34.67	6.93	1220	1262	1352	1380	1407	1470
0.833	25.00	33.33	6.67	1173	1213	1300	1327	1353	1413
0.800	24.00	32.00	6.40	1126	1165	1248	1274	1299	1357
0.767	23.00	30.67	6.13	1079	1116	1196	1221	1245	1300
0.733	22.00	29.33	5.87	1033	1068	1144	1167	1191	1244
0.700	21.00	28.00	5.60	986	1019	1092	1114	1137	1187
0.667	20.00	26.67	5.33	939	971	1040	1061	1083	1131
0.633	19.00	25.33	5.07	892	922	988	1008	1029	1074
0.600	18.00	24.00	4.80	845	874	936	955	974	1018
0.567	17.00	22.67	4.53	798	825	884	902	920	961
0.533	16.00	21.33	4.27	751	777	832	849	866	905
0.500	15.00	20.00	4.00	704	728	780	796	812	848
0.467	14.00	18.67	3.73	657	679	728	743	758	791
0.433	13.00	17.33	3.47	610	631	676	690	704	735
0.400	12.00	16.00	3.20	563	582	624	637	650	678
0.367	11.00	14.67	2.93	516	534	572	584	595	622
0.333	10.00	13.33	2.67	469	485	520	531	541	565

0.300	9.00	12.00	2.40	422	437	468	478	487	509
0.267	8.00	10.67	2.13	375	388	416	425	433	452
0.233	7.00	9.33	1.87	329	340	364	371	379	396
0.200	6.00	8.00	1.60	282	291	312	318	325	339
0.167	5.00	6.67	1.33	235	243	260	265	271	283
0.133	4.00	5.33	1.07	188	194	208	212	217	226
0.100	3.00	4.00	0.80	141	146	156	159	162	170
0.067	2.00	2.67	0.53	94	97	104	106	108	113
0.033	1.00	1.33	0.27	47	49	52	53	54	57

C.4.2 Standing Reassignments

Standing reassignments are made for positions that are required by law, regulations, or accreditation standards. Reassigned time shall be provided as specified below.

Standing reassignments are as follows:

Title	*Duties*	*FTE*	*Days*
Articulation Officer	Articulation	1.000	195
Faculty Coordinator	EOPS	0.80	195
Faculty Coordinator	Online Education	1.000	195
Faculty Coordinator	Student Accessibility Services ("SAS")	1.000	195
Faculty Coordinator	Transfer Center	0.80	195

C.4.3 Reassignments for Faculty Governance Committee Chairs and Coordinators

The Academic Senate shall be provided reassigned time per semester for faculty governance committee chairs and co-chairs as specified in section B.1.0.

Reassigned time for special program and instructional coordinators shall be provided as shown in Appendix 5.1. Reassigned time is listed on a per-semester basis.

C.4.4 Other Reassignments (Governance, Special Projects, etc.)

The amount of FTE reassigned for governance and other special projects not mentioned in sections B.1.0, C.4.2, or C.4.3 will be determined by an evaluation of the total assignment workload or weekly workload required as per the table of values in section C.4.1, approved by the superintendent/president or the appropriate vice president.

The district also periodically receives grant and categorical funding from the state and federal government for specific programs and projects (e.g., Puente, MANA, MESA, Transitions, etc.). The district will adhere to the reassigned time allocated by those grants and funding requirements. All reassigned time is contingent on continuation of funding for these programs.

C.4.5 Duties and Weekly Work Schedules for Reassigned Faculty

Appropriate duties and weekly work schedules are determined by the college administration in ~~concert~~ collaboration with the faculty member reassigned, consistent with the number of weekly hours assigned to such duties, and in accordance with the relevant workload tables.

C.5.0 LOAD BALANCING

Load balancing is an option available only to contract (untenured) faculty. This option provides contract faculty with schedule flexibility during the time when they are ineligible to bank and unbank overload LHE as specified in section D.3.0.

The normal expectation is that in any academic year full-time contractual workloads for each faculty member will be split evenly between fall and spring semesters (15.00 contractual LHE each semester). However, contract faculty whose contractual workload in the fall semester exceeds 15.00 LHE may credit any portion of the excess amount to their spring workload obligation, but any such credit shall not exceed 3.00 LHE.

Contract faculty may be assigned fewer than 15.00 contractual LHE in the fall semester only with the approval of the appropriate vice president. Faculty assigned fewer than 15.00 contractual LHE in the fall semester shall be required to make-up the scheduled underload during the spring semester.

In extenuating circumstances, when unbanking is unavailable, load balancing for regular (tenured) faculty member may be allowed upon mutual agreement between the appropriate dean and the faculty member, and approval of the appropriate vice president.

C.6.0 EXTENDED CONTRACTS

Faculty contracts in excess of 176 days are extended contracts. Contractual workload duties will be extended on a pro-rata basis for each contractual day beyond 176.

Faculty on extended contracts, including any applicable faculty coordinator roles as outlined in section C.4.2 and the articulation officer, shall submit calendars specifying their work days for each semester. ~~"Contractual Days" are the 176 days as defined by the academic calendar. "Extended Contract Days" are days in excess of 176 that fall between July 1 and June 30.~~ Alterations to the calendar may be made with prior authorization from the appropriate dean or vice president.

Positions with Extended Appointments

Extended contracts shall be limited to the following positions:

DAYS	*POSITION*
195	Articulation Officer Counselors (including Career, Mental Health, and EOPS Counselors) Faculty Coordinator, Career Studies & Services Faculty Coordinator, Extended Opportunity Programs & Services Faculty Coordinator, Online Education Faculty Coordinator, Student Accessibility Services Faculty Coordinator, Transfer Center Learning Disabilities Specialist Learning Disabilities Specialist/Counselor Librarians Nursing Instructor, Simulations & Skills

C.6.1 Extended Contracts: Overload and Intersession Assignments

Any assignments made beyond contractual minimums but within the bounds of the contractual calendar for faculty on extended contracts shall be non-contractual overload assignments as defined in section C.8.0. Any such assignment shall not extend beyond the bounds of the regular contract period or extensions thereof.

Any assignments made outside the bounds of the contract period to faculty on extended contracts shall be non-contractual intersession or non-contractual, non-teaching assignments, as defined in sections C.~~7~~9.0 and C.~~9~~10.0. Such additional services must be approved in advance by the appropriate administrator or designee.

C.7.0 NON-CONTRACTUAL ASSIGNMENTS: GENERAL PROVISIONS

Any assignments of any kind made to full-time faculty in excess of contractual minimums, are non-contractual assignments with workloads determined and compensated in accordance with the standards for non-contractual LHE (FTE), as defined in previous Articles of this Agreement.

All non-contractual assignments are voluntary on the part of the faculty member.

The district has no obligation to extend nor to guarantee non-contractual assignments to any faculty member.

Non-contractual assignments are limited as follows:

1. OVERLOAD ASSIGNMENTS: Regular classroom, counseling, or library assignments that fall within the beginning and ending dates of the annual contractual calendar or extensions thereof, and in excess of contractual minimums, as specified in section C.8.0.
2. INTERSESSION ASSIGNMENTS: Regular classroom, counseling, or library assignments that fall within the confines of the calendar approved for any intersession term, as specified in section C.9.0.
3. NON-TEACHING ASSIGNMENTS: Administrative, coordinative, directorial, governance, or project-specific duties that may fall internal or external to the beginning and ending dates of the annual contractual calendar or extensions thereof, as specified in section C.10.0.
4. OTHER NON-CONTRACTUAL ASSIGNMENTS: As specified in section C.11.0.

C.8.0 NON-CONTRACTUAL ASSIGNMENTS: FULL-TIME FACULTY OVERLOAD

Any regular classroom, counseling, library, or other comparable assignments made to contractual (full-time) faculty in excess of 30.00 LHE annually but falling within the bounds of the contractual calendar or any extensions thereof shall be treated as non-contractual overload assignments.

Any such assignments are voluntary on the part of the faculty member, except in such cases when a contractual assignment cannot be confined within the bounds of 15.0 LHE per semester.

The combination of oOverload and non-teaching assignments shall not exceed 8.00 LHE per semester (0.533 FTE per semester) unless an exception is approved for emergency or exigent circumstances by the appropriate vice president. Faculty are not eligible for overload assignments in any semester they are also unbanking.

Faculty designate ~~on the load card which assignments or portions of assignments in excess of 15.0 LHE made in the fall or spring semester are to be credited as overload, if such excess hours are not applied to load balancing, and may further designate~~ which assignments or portions of designated overload assignments are to be banked and/or compensated at the prevailing overload rates of compensation.

Overload assignments shall be compensated per assigned LHE in accordance with the appropriate salary schedule.

C.9.0 NON-CONTRACTUAL ASSIGNMENTS: INTERSESSIONS

The District and Assembly agree to reopen this section in 2026–2027 to negotiate impacts related to the winter intersession.

Any regular classroom, counseling, library, or other comparable assignments made to contractual (full-time) faculty where the work hours for that assignment fall outside the start or end dates of the annual contractual calendar or any extensions thereof, but within the start and end dates of the calendar for any authorized intersession term shall be treated as non-contractual intersession assignments.

Unless otherwise modified by a change in the academic calendar, the summer term comprises the sole intersession term at the college.

Any such assignments are voluntary on the part of the faculty member.

Summer intersession classroom assignments shall not exceed 10.00 LHE (67% FTE); however, the appropriate vice president may authorize a summer assignment that exceeds 10.00 LHE (67% FTE). The cap on summer assignments does not apply to faculty receiving summer stipends for Academic Senate, Faculty Assembly or program coordinator duties (see sections B.1.1 and B.2.1).

Intersession assignments may not be banked.

Intersession assignments shall be compensated per assigned LHE in accordance with the appropriate salary schedule set forth in section D.2.2 and D.2.3.

C.10.0 NON-CONTRACTUAL ASSIGNMENTS: NON-TEACHING ASSIGNMENTS

Non-Teaching (Administrative) Duties

Faculty may be assigned on a non-contractual basis to administrative, coordinative, directorial, governance, project-specific, or other comparable non-teaching duties.

Duty days and weekly work schedules will be assigned by the supervising administrator, consistent with the appropriate workload tables as contained in this Agreement. This may include non-contractual hours not otherwise described in this Agreement for the Academic Senate president, Faculty Coordinators, governance chairs and co-chairs as approved by the appropriate vice president.

Any such assignments are voluntary on the part of the faculty member.

Compensation for all non-contractual, non-teaching assignments shall be determined by the total number of work hours required by the activity and compensated at the applicable

non-contractual non-teaching hourly rate as set forth in section D.2.4. For assignments of three (3) LHE or more, the entire term of the assignment must be treated as a reassignment ~~of contractual duties~~, as per the provisions of section C.4.0. For assignments of less than three (3) LHE, the faculty member shall be compensated at the applicable non-contractual hourly rate for the total number of hours of the assignment. Upon mutual agreement between the faculty member and the appropriate dean, assignments of less than three (3) LHE may be designated as reassigned time during the semester.

Other Standing Non-Contractual, Non-Teaching Assignments

The table below shows compensation for non-contractual, non-teaching assignments for specific departments. If these positions are filled by a full-time faculty member, they shall be compensated for the specified number of hours at the appropriate non-contractual hourly rate.

Department	***Duty***		***Total Hours***
Art	Art Gallery Coordinator (per semester)		120 per semester
International Languages	Summer International Language Lab Coordinator		20

C.11.0 OTHER NON-CONTRACTUAL ASSIGNMENTS

Substitute Faculty Assignments

Substitute faculty assignments shall be compensated for both contact and affiliated preparation and grading hours, in the amount as specified by the applicable discipline and performance factors. Substitute assignments shall be paid per prorated LHE at the applicable classroom non-contractual rate.

Class Proctoring

Class proctoring assignments (e.g. administering exams with no preparation required) shall be compensated for contact hours only, at the applicable classroom non-contractual hourly rate.

Faculty Observation and Evaluation

Faculty carrying out observation and evaluation of associate faculty shall be compensated for 3.0 work hours (0.091 non-contractual non-teaching LHE) per observation at the applicable non-teaching non-contractual hourly rate. When two faculty members are involved in a single evaluation, this compensation may be distributed according to the work

performed by each. An additional 1.0 hour will be paid to faculty conducting an off-site dual enrollment course evaluation.

Beginning ~~Spring~~Fall 2027, any ~~full-time~~ faculty member conducting an evaluation for an associate faculty member must~~will~~ complete a one-hour self-paced training on the associate faculty evaluation process and evaluation best practices. The training must be completed at least once every three years and faculty will be paid for one hour at their non-contractual hourly rate.

Honors Contracts

Faculty teaching honors contracts shall be compensated for 7.50 hours per student upon completion at the end of the term, paid at the applicable non-contractual hourly rate, and upon approval by the appropriate dean and vice president.

A maximum of seven (7) honors contracts may be accepted per faculty member per semester, unless an exception is granted by the appropriate vice president. If the faculty member conducted work on an honors contract for a student who subsequently dropped, they will notify the appropriate dean and vice president and submit hours worked (not to exceed 7.5).

Work Experience and~~,~~ Internships ~~and Honors Contracts~~

Faculty teaching work experience and~~,~~ internship classes~~, and honors contracts~~ shall be compensated for 7.50 hours per student ~~upon completion at the end of the term, paid at the applicable non-contractual hourly rate, and upon approval by the appropriate dean and vice president.~~ enrolled at census, paid at the applicable non-contractual hourly rate (0.227 non-contractual LHE).

~~A maximum of seven (7) honors contracts may be accepted per faculty member per semester, unless an exception is granted by the appropriate vice president. If the faculty member conducted work on an honors contract for a student who subsequently dropped, they will notify the appropriate dean and vice president and submit hours worked (not to exceed 7.5).~~

C.12.0 CLASS ASSIGNMENTS

C.12.1 Assignment Priority

If necessary due to course cancellations or other unforeseen circumstances, a full-time faculty member may be assigned a course section previously assigned to associate faculty in order to provide the full-time member with a full workload. This must take place before the

first day of class; exceptions may be granted by the appropriate vice president. A full-time faculty member may not be assigned a section previously assigned to associate faculty solely for the purpose of teaching overload (unless the overload is necessary for load balancing within an academic year).

C.12.2 Scheduling

A faculty member may be assigned classroom, librarian, or counseling duties during evening hours. Evening hours are defined as regular, contractual assignments ending after 7:00 p.m.

At least twelve (12) hours shall elapse between the end of the last scheduled assignment on one day and the beginning of the first scheduled assignment on the following day. These restrictions shall not apply to institutional service hours or to assignments designated as overload.

The twelve (12) hour rule may be waived upon mutual agreement between the faculty member and the dean. The appropriate vice president may also grant a one-semester exception to the twelve (12) hour rule to meet the needs of a specific program or department. The faculty member may request the reason for any such exception in writing.

C.12.3 Online Instructional Assignments

Assignments

Classroom faculty members shall teach at least one sixteen (16) week class section, or two consecutive eight (8) week class sections, per semester "on-ground," unless an exception is approved by the appropriate vice president.

Online Certification Requirements

Beginning in fall 2022, all faculty members assigned to teach distance education courses shall be required to meet the two online certification requirements described below. Those who complete the required district training and certification form will be certified to teach online.

1. District Provided Training: Complete a district approved training by the start of the fall 2022 semester covering: the Federal Education Rights and Privacy Act ("FERPA"), copyright, and accessibility standards. The training shall be available to faculty without charge, as self-paced online as follows:

    a. Initial training - The initial certification training shall be no longer than three (3) hours for all required content.

    b. Refresher training - Faculty shall be required to complete a refresher training once every four (4) years to maintain currency to teach online. The refresher training shall be no longer than ninety (90) minutes for all required content.

2. Certification Form: Faculty shall be required to sign the *MiraCosta Online Class Requirements Self- Checklist,* which is attached as Appendix 9. By signing the certification form, faculty agree to abide by all recommendations on the checklist. Those who do so are agreeing to meet these recommendations in each class taught in an online or hybrid format on an ongoing basis. Faculty members shall be required to recertify once every four (4) years to maintain currency to teach online.

The appropriate dean or designee shall document that all faculty who are assigned to teach distance education courses have satisfied the certification requirements above. The dean or designee shall maintain a comprehensive list of certified online instructors, and shall consult this list prior to assigning a faculty member to teach a distance education course in accordance with department and district procedures.

The district must inform faculty members when recertification is required at the beginning of the academic year that the certification will expire. If a recertification notice is not provided on time, the faculty member will maintain certification until notice is given and the faculty member is afforded three (3) months to complete the process.

Exceptions to this requirement may be granted by the appropriate vice president, such as in emergency situations that require late instructor assignments. Efforts will be made to provide appropriate distance education training to the faculty member during the semester of the assignment. Completion of any training during this time will be at the discretion of the faculty member and in consultation with the department chair.

During the 2025–2026 academic year, the district and the Faculty Assembly, in consultation with the Faculty Coordinator of Online Education and Instructional Designer, will create a workgroup to collaborate and develop the online certification training requirements, using the parameters described below:

- Any new certification requirements shall not take effect until Fall 2026.
- The initial online certification training will include at least eight (8) hours of pedagogical, UDL, and LMS training to ensure compliance with accreditation standards.
- The initial online certification training will include an additional three (3) hours of ADA and FERPA training.
- The initial online certification training shall be eligible for Flex.
- The initial online certification requirements shall include a process to review and waive the training requirements for faculty members who have received similar online certification training from another institution of higher education and/or @ONE. This review and waiver process shall be conducted by the Faculty Coordinator for Online Education in consultation with the appropriate dean.
- The initial online training should be completed prior to the start of any online assignment with the district; however, due to schedule changes or unusual circumstances, online training may be completed no later than 50% through the initial assignment.
- The workgroup will create a recertification training that includes self-paced modules and a self-review process that incorporates the Online Class Quality Guidelines. The self-paced recertification training shall not exceed three (3) hours total every four years. Faculty members shall also certify three (3) hours of professional learning for online teaching to include trainings, workshops, and conferences within the preceding four-year period. The recertification process would not exceed six (6) hours total every four years.

C.12.4 Dual Enrollment Assignments

Unless waived upon mutual agreement of the faculty member and the dean, dual enrollment assignments may only be made as an overload assignment.

The district will consult with the Assembly prior to completing agreements on dual enrollment.

C.13.0 CLASS SIZE MAXIMA

C.13.1 Future Policy Changes

Both the Assembly and the district reserve the right to negotiate a change to any class size maxima (CSM) in future negotiations.

C.13.2 Policy Limitations

No class scheduled shall have a maximum assigned that is above the official maximum seating capacity of a room regardless of the approved CSM.

C.13.3 Implementation of New or Altered CSM

All CSM for new courses shall take effect in the fall semester immediately following approval. Changes to existing CSM, temporary pilot projects, or other alternatives that modify CSM for one or more sections of a course shall be implemented in the registration cycle immediately following the approved change. The Office of Instruction shall archive and make available to faculty and administrators all rationales/validations used to establish changed CSM. The Office of Instruction is responsible for editing the course outline of record to include new and revised CSM and shall publish a list of CMS that is revised by June 30th of each year and posted to the Courses and Programs Committee web page.

C.13.4 Class Size Maxima Process

This process allows faculty to request a class size maximum (CSM) for new courses and changes to existing courses. The process encourages a partnership with the school dean and includes a review process that allows faculty to resolve differences. Faculty who choose to maintain the comparable or default CSM as established in the curriculum process, including for honors, labs, or equivalent courses, are not required to engage in the CSM process as outlined in C.13.4; instead, the CSM will be confirmed during the technical review process.

1. When requesting the establishment of or change to a CSM, the department chair/designee shall submit a "Class Size Maxima Proposal Form" requesting one of the following. Requests must adhere to the appropriate scheduling deadlines:
   - Establish new course CSM: Form must be submitted to the dean in the academic year the new course is proposed.
   - Modify existing course CSM: Form may be submitted to the dean at any time. Applicants should discuss the timeline with their dean.
   - Request a temporary change to a CSM as part of a pilot project or other alternative: Class Size Maxima Proposal Form may be submitted any time. Applicants should discuss the timeline with their dean.

2. The appropriate dean shall review the submission with the department chair/ designee and respond within ten (10) business days of the date of submission. Deans may accept the recommendation, reject the recommendation, or propose additional research (which may include the recommendation of a pilot program or other alternative). The review and response time may be extended upon agreement between the school dean and department chair/designee, which shall be confirmed in writing. If further research is agreed upon the process is suspended until completion of the research, pilot program or other alternative.

3. (a) If the CSM request is approved by the appropriate dean the form shall be submitted to the Office of Instruction for inclusion on the new or existing course outline of record within five (5) business days of receipt.

   (b) If the CSM request is rejected the appropriate dean must provide a written rationale for the rejection on the "Class Size Maxima Request" form, recommend a CSM and return the form to the submitting department chair/designee within ten (10) business days of receipt.

4. (a) If the department chair/designee accepts the appropriate dean's recommended CSM or proposal, they must notify the dean within five (5) business days of the dean's recommendation. The dean shall submit the form to the Office of Instruction for inclusion on the new or existing course outline of record within five (5) business days of receipt of the acceptance of the dean's recommendation.

   (b) If the department chair/designee disagrees with the school dean's recommendation they may request the Assembly president or designee to convene a Class Size Maxima Ad Hoc group. The request to the Assembly shall be made within ten (10) business days of the dean's notice of rejection. The Assembly president or designee shall facilitate the scheduling of a review process to take place within ten (10) business days of the request for a review. The ad hoc group shall consist of four members, including two instructional deans appointed by the vice president of Instruction (excluding the school dean who denied the request) and two faculty members appointed by the requesting faculty member's department chair/designee (excluding the requesting department chair/designee).

5. The Class Size Maxima Ad Hoc Group shall review all information provided by the requesting department and school dean and make a recommendation to the vice president of Instruction.

The vice president of Instruction shall review the recommendation from the Class Size Maxima Ad Hoc Group and render a final decision within ten (10) business days of receiving the recommendation. That decision shall be final with no further appeals opportunities available. Any approved changes to CSM shall be included in the course outline of record within five (5) business days of the decision.

C.14.0 OFFICE HOURS

Regular office hours (a minimum of two hours per week) must be scheduled and maintained by each full-time instructor. Office hours must be announced to students by course syllabus and/or the course management system. Office hours must also be submitted to the appropriate dean by the end of the first week of class or as soon as approved. The purpose of office hours is to provide students with a definite time when they know that they will be able to consult with or get feedback from their instructor. Office hours may be held in a location on campus, by phone, or online (by an appropriate method, such as Zoom, email, chat, discussion board). The method chosen by the instructor for their office hours should reflect the needs of the students.

C.15.0 ACADEMIC CALENDAR

Refer to section C.1.3 for annual contractual workloads. See also BP/AP 4010, "Academic Calendar."

C.15.1 Commencement

As part of their institutional service professional obligations to the district, all full-time faculty members are expected to participate in commencement exercises at the conclusion of each academic year. Faculty members on approved leave are exempt from this requirement. Faculty who must take personal necessity or sick leave should follow the normal process for reporting an absence. In the event of extenuating circumstances (such as attending a conference), faculty members may be excused from this requirement upon written approval from the appropriate vice president. Faculty members who are absent must submit an absence report.

The day of commencement shall be included as one of the 176 days in the regular contract year and listed as a duty day on the academic calendar.

C.16.0 FLEXIBLE CALENDAR DAYS AND "FLEX" OBLIGATION

The number of contractual flexible calendar days in the academic calendar is agreed upon via collegial negotiations between the Assembly and the district and subject to annual approval by the Chancellor's office of the California Community Colleges. See also section C.1.3 for the current number of flexible calendar days.

See also section I.1.0, "Professional Development Program."

C.16.1 "Flex" Obligation for Full-time Faculty Members

Each full-time faculty member shall complete and properly document two (2) hours of documented professional development activities ("flex" credit) per semester per assigned 1.0 classroom LHE during the fall and spring semesters. This includes both contractual and non-contractual classroom assignments. Intersession, non-classroom or non-teaching assignments, and reassigned time carry no associated "flex" obligation.

"Flex" obligation associated with non-contractual fall and spring classroom assignments is above and beyond standard contractual duties and is compensated as described in section D.2.2.

C.16.2 Other Professional Duties Associated with the Flexible Calendar

As noted in the workload table in section C.1.3 and described in section C.16.1, there are currently ten (10) "flex" days on the academic calendar, equivalent to eighty (80) contractual work hours. Any of these eighty (80) hours not spent participating in documented professional development activities shall be spent performing non-classroom duties or other professional duties, as defined in section C.1.1. Preapproved professional development hours associated with non-contractual classroom LHE (overload) are separately compensated and do not count towards the eighty (80) contractual work hours (refer to sections C.16.1 and D.2.2).

ARTICLE D: COMPENSATION

D.1.0 ANNUAL FULL-TIME FACULTY SALARY SCHEDULE

The increases applied to the annual faculty salary schedule shall be determined as follows:

Year	COLA
2025-2026	4.0%
2026-2027	2.5%
2027-2028	2%*

* If the annual rate of inflation, as measured by the CPI for All Urban Consumers (CPI-U) for San Diego-Carlsbad Area published by the U.S. Bureau of Labor Statistics exceeds 5% annualized from July 2026–June 2027 and Property Tax Revenues Released June 2027 exceeds 5%, either party may initiate renegotiation of COLA for 2027–2028 within 30 days of the release of the CPI-U data.

The annual faculty salary schedules shall be as specified in Appendix 7.1.

Off Schedule Payment:

1. Eligibility: Full-time faculty employed as of the first day of Flex in August 2026 are eligible for the one-time, off schedule payment described below in Academic Year 2026–2027. Full-time faculty employed as of the first day of Flex in August 2027 are eligible for the one-time, off schedule payment described below in Academic Year 2027–2028.
2. Payment Amount: The off schedule payment amount shall be calculated from the full-time faculty member's base contractual salary (30 LHE). Overload and other non-contractual work are not eligible for the off schedule payment.
3. Payment Terms. A 1.5% off schedule payment will be made in December of 2026 for full-time faculty eligible in Academic Year 2026—2027 and a 1% off schedule payment will be made in December of 2027 for full-time faculty eligible in Academic Year 2027—2028.
4. Proration and Deductions: Full-time faculty who leave the district before the end of the academic year in which the payment is made will have a prorated amount of the payment deducted from their final paycheck by payroll.

D.1.1 Compensation for Extended Contracts

Faculty members in grant or categorically funded, non-tenure track positions whose assignments extend beyond 176 days will receive a workload and base salary factor reflecting the number of contractual days.

Annual salary for full-time faculty working under extended contracts shall be calculated by multiplying the regular full-time salary at the applicable class and step by a workload/salary factor, calculated in accordance with the following formula; each additional contractual day is equivalent to eight hours of assigned work:

salary factor = (contract days)÷176

Salary factors for extended contracts currently in use are:

Days	Workload/Salary Factor
195	1.1080

D.1.2 Initial Placement on the Salary Schedule

Initial Class Placement

Initial placement on the salary schedule above Class I is based on graduate semester hours and/or upper division semester hours taken as part of a graduate degree program at accredited colleges and universities after completion of a baccalaureate degree or possession of an earned Doctorate from an accredited institution or foreign equivalent. Exceptions may be approved by the superintendent/president or designee. Details on calculation of units and descriptions of the qualifications for classes I through VI for non-CE and CE faculty are described in Appendix 6.

All coursework and degrees submitted for salary placement or advancement must have been obtained from an institution of higher education accredited by one of the regional accrediting associations or foreign equivalent.

If a newly hired faculty member has completed coursework or degree requirements prior to their date of hire that is not initially reflected on their transcript, they shall be retroactively placed at the appropriate class and step upon submission of a transcript showing the completion of coursework or degree requirements. The faculty member shall be eligible for retroactive pay back to their first date of employment or to the date the coursework or degree requirements were met, whichever is later. Retroactive pay shall be provided in the first payroll cycle after submission of a transcript showing the completion of coursework or degree requirements. Transcripts showing completion must be submitted by the end of the faculty member's first contract year.

Initial Step Placement

The maximum number of years of credit for initial step placement depends on the employment experience as outlined below:

- The experience shall be successful full-time employment in accredited private and public universities, colleges, and community colleges; public and private elementary and high schools. Where circumstances warrant, e.g. academic or other experience directly related to the academic process within the district, the Board may approve initial placement above the normal limits set in this paragraph upon the recommendation of the superintendent/president.

- Successful full-time teaching or other professional experience for at least 75 percent of a school year will constitute as a full year of service.

- As shown in the chart below, two (2) or more FTE years of professional experience on a part-time basis in a school or college during the preceding six (6) years shall be counted for a maximum of three (3) years of service. Two (2) or more years of full time or FTE part-time professional experience in a non-school setting shall be counted for a maximum of three (3) years of service, provided that the experience is directly related to the MiraCosta position and occurred during the last six (6) years (e.g. librarian in a public library; counselor in a non-school setting). FTEs used will be those established for that teaching discipline or other service area at MiraCosta College.

- Practical experience credit will be granted for full-time employment in the applicable discipline to instructors or other non-classroom positions that are generally considered to be vocational and for which the state minimum qualifications recognize experience in addition to college course work. One (1) year experience credit on the salary schedule will be granted for each two (2) years of practical experience during the last ten (10) years, up to a maximum of three steps on the salary schedule. Practical experience to be utilized for salary schedule placement shall be approved by the superintendent/president or designee.

Three Types of Experience	FT / PT*	Counts	Go Back	Max Allowed	Comments
School	Full	1 for 1	no limit	9 yrs	Successful full-time teaching or other professional experience for at least 75% of a school year will be counted as a full year of service. In accredited private and public universities, colleges, and community colleges; public and private elementary and high schools.
	Part	2 for 1	6 yrs	3 yrs	
Non-School	Both	2 for 1	6 yrs	3 yrs	Directly related experience, e.g., librarian in public library; counselor in non-school setting; nursing-clinical educator (non-

					school teaching).
Practical / Vocational	Full	2 for 1	10 yrs	3 yrs	Employment in the applicable discipline. *Applies to MCC positions (classroom & non-classroom) which are generally considered to be vocational and for which the State minimum qualifications recognize experience in addition to college course work.* Practical experience to be utilized for salary schedule placement shall be approved by the superintendent/president or designee.

*FTEs used will be those established for that teaching discipline or other service area at MCC.

D.1.3 Step Advancement

Advancement in salary step is earned at the completion of a minimum of seventy-five percent (75%) of the contract year in a paid status. In no case may a faculty member advance more than one step on the salary schedule in any one school year.

D.1.4 Process for Class Advancement on the Salary Schedule

Advancement in class on the salary schedule shall be by acquisition of approved subject-matter units. The Academic Senate shall forward its recommendations on applications for salary advancement to the superintendent/president or designee.

The following principles for evaluating courses for salary-schedule advancement are established:

A. Recognized Objectives: An instructor should have a recognized objective that would lead toward either improvement in their discipline or area of service; a masters' or doctoral degree in area of service; or meeting minimum qualifications in an additional discipline or area of service.

B. Classification of Disciplines: Disciplines should be construed liberally to allow a faculty member to broaden their intellectual background. The suggested fields are as follows: humanities; natural sciences and mathematics; social sciences; kinesiology, health and nutrition; business education; vocational and technical education; counselor, librarian, student services; and professional courses providing preparation for administration, supervision, or designated services.

C. Exceptions to Listed Teaching Fields: Whenever it is necessary for an instructor to cross subject field areas to improve their background, this will be permitted. For example,

advancement in psychology often depends upon increased competence in mathematics. A psychology instructor, therefore, would be permitted to take courses in statistics to improve their competence in psychology.

Instructors may be granted credit on the salary schedule for a maximum of eight (8) units of lower division work relevant to their area of service when taken at accredited colleges or universities. For instance, a language teacher may want to better understand their own language by taking courses in a foreign language that they have not previously studied. This type of course is usually offered only on a lower-division level.

Refer also to the Academic Senate Salary Advancement Handbook. See Appendix 6 for details on calculation of units and a list of the qualifications for non-CE and CE salary schedule classes.

D.2.0 COMPENSATION FOR NON-CONTRACTUAL ASSIGNMENTS

Non-contractual assignments, including overload and intersession assignments shall be made as described in section C.78.0 through C.112.0 of this Agreement. Non-contractual assignments shall be compensated by multiplying the equivalent contractual compensation times a non-contractual pay factor. The current value of the non-contractual pay factor is **0.7075**.

Semester-length non-contractual assignments (classroom teaching or non-classroom counseling and library assignments) are compensated on an LHE basis. Partial semester non-contractual assignments (e.g. long-term substitution) are compensated on a pro-rated LHE basis. All other non-contractual assignments are classified as non-teaching assignments and are compensated at the rate specified for the faculty member's class and step.

Other non-contractual assignments and stipends are compensated on an hourly basis. Regardless of whether compensation is calculated on an hourly or LHE basis, the pay per work hour is the same for a given class and step on the salary schedule.

Non-contractual assignments are paid in equal installments between September and December for the fall semester and between February and May for the spring semester. Non-contractual assignments that begin before the 15th of the month will be paid in the same month and non-contractual assignments that begin on the 16th of the month or later will be paid in the following month. For assignments of less than a full semester, such as for late start classes or 8-week courses, non-contractual compensation is paid in equal installments over the remainder of the semester.

D.2.1 Non-Contractual Compensation per Work Hour

Non-contractual compensation per work hour (also referred to as the "non-contractual hourly rate") shall be calculated by dividing annual salary at the applicable class and step by

1408 (the number of work hours in a standard 176-day contractual assignment), and multiplying by the pay parity factor of 0.7075:

non-contractual compensation per hour = (annual salary/1408) x 0.7075

The hourly rate resulting from this formula shall be rounded to the nearest penny. Throughout this Agreement, references to "the applicable non-contractual hourly rate" mean the non-contractual compensation per work hour for the faculty member's class and step. Refer to Appendix 7.2 for a table of current non-contractual hourly compensation by class and step.

D.2.2 Non-Contractual Compensation per LHE (Classroom Assignments)

Non-contractual compensation per classroom LHE in the fall and spring shall be calculated by multiplying the faculty member's non-contractual hourly rate (capped at step 10) by 35, to account for 33 work hours per classroom LHE, plus 2.0 hours of documented professional development activities per classroom LHE. Compensation per classroom LHE in the summer shall be calculated by multiplying the faculty member's non-contractual hourly rate (capped at step 10) by 33 since there is no "flex" obligation associated with summer classroom LHE. Refer to section C.2.2 for the definition of non-contractual classroom LHE, and section C.16.1 for the full-time faculty "flex" obligation.

Overload Exception

This section shall only apply to a classroom faculty member whose base contractual load (15 LHE) results in an overload assignment of up to 2 LHE. For example, the faculty member has an assignment of four, 4-LHE courses that result in an assignment of 16-LHE. In these situations, the assigned overload LHE (1 LHE) will be paid as a stipend at the faculty member's regular classroom rate at the end of the semester. The stipend shall be calculated as the difference between the faculty member's non-contractual rate and the regular classroom rate for up to 2 LHE. This section shall not apply to contractual loads that include any reassigned time or a leave of absence.

D.2.3 Non-Contractual Compensation per LHE (Non-Classroom Assignments)

Non-contractual compensation per non-classroom LHE shall be calculated by multiplying the faculty member's non-contractual hourly rate (capped at step 10) by 38.5, to account for 38.5 work hours per non-classroom LHE. Refer to section C.2.2 for the definition of non-contractual non-classroom LHE.

D.2.4 Non-Contractual Compensation per LHE (Non-Teaching Assignments)

Non-contractual compensation per non-teaching LHE (e.g. summer department chair stipends and other non-teaching assignments) shall be calculated by multiplying the faculty member's non-contractual hourly rate by 33, to account for 33 work hours per non-teaching LHE (no associated "flex" obligation). Non-contractual, non-teaching assignments are not capped at step 10. Refer to section C.2.2 for the definition of non-contractual classroom LHE.

D.3.0 OVERLOAD BANKING

"Banking" is an option available to faculty with overload assignments, as defined in C.~~8~~7.0 and C.~~9~~8.0. In lieu of payment for overload assignments, faculty members may elect to bank those LHE for future use as released time. This LHE shall be calculated according to the formulas and tables in section C.2.1.

Full-time regular (tenured) and contract (untenured) faculty members are eligible to bank overload under the conditions specified below. However, only regular faculty members are eligible to unbank accumulated overload.

D.3.1 Conditions for Banking and Unbanking

A full-time faculty member with an overload or non-contractual assignment in excess of base contractual load may choose to bank the extra LHE or be compensated at the applicable non-contractual hourly rate. Depending on the number of LHE banked, a faculty member can unbank between 1 and 15 LHE per semester. Any faculty member wishing to unbank an entire semester (15 LHE) must render satisfactory service in the form of governance activities, departmental activities, or other institutional service each semester that they bank LHE. Unbanked LHE may be used for professional or personal reasons. The accumulated banked LHE, and the resulting unbanked LHE, will have no effect on sabbatical eligibility, fringe benefits, or retirement options.

A regular (tenured) member who does not carry a full load in any semester must withdraw any accrued LHE from the bank to complete the load.

Contract (untenured) faculty members may begin to bank overload and non-contractual assignments in excess of base contractual load for future released time during the third (two-year) contract period. Contract faculty are ineligible to unbank any accumulated LHE until they have been granted tenure as a regular faculty member of the district.

1) ~~Faculty overload may be earned in accordance with current MiraCosta policy.~~
2) Summer intersession assignments may not be banked.
3) Assignments outlined in section C.1~~2~~.0 (Other Non-Contractual Assignments) may not be banked.
4) A faculty member may only use release time under this policy in no more than one semester (15 LHE) out of every three (3) academic years. LHE that is banked and

unbanked within a single academic year to balance a faculty member's load shall not count towards this 15 LHE limit.

5) Because of state-imposed guidelines on part-time/full-time faculty ratios, full-semester unbanking and sabbaticals are limited to six percent (6%) of the faculty in any one semester. The order of priority for leaves approved under this section shall be as follows: sabbatical leaves, faculty members who have not previously unbanked leave, and faculty members who have previously unbanked leave by order of seniority.
6) Banked LHE may not be accumulated and used in the same semester.
7) Faculty on unbanked leave, or any other leave, may not bank overload assignments.
8) All fall and spring classroom LHE come with associated "flex" obligations as specified in section C.16.1. Faculty banking classroom LHE must complete the required "flex" obligation for those LHE in the fiscal year the class is taught and banked.

D.3.2 Banking and Unbanking Procedures

Banking

Both classroom and non-classroom faculty may bank overload assignments or non-contractual assignments in excess of base contractual loads. A faculty member wishing to bank LHE must complete an *Application for Banking LHE* form that includes approval by the dean. This completed form must be submitted to the Payroll Office prior to the latter of the second week of the regular semester or the first meeting of the class to be banked.

No more than twenty-one (21) Lecture Hour Equivalents (LHE) can be accumulated at any point in time.

If an instructor has only a part of a class as overload, the partial LHE is eligible for banking. If a class is canceled, the associated LHE being banked is canceled, and the instructor is paid on a pro-rata basis for the classes that met prior to the cancellation.

Unbanking

A faculty member must apply to unbank accumulated LHE by the fourth week of the semester prior to the semester during which the LHE would be unbanked. An *Application for Unbanking LHE* form must be completed. The amount of unbanked LHE may not exceed the amount of banked LHE. An *Application for Unbanking* may be submitted after the start of a new semester in order to complete a full-time faculty member's load.

Prior to unbanking LHE, the following must be certified by the faculty member, department chair, dean, and the appropriate vice president: (a) the program will not be jeopardized by the absence of the faculty member, (b) competent staff are available to teach the classes/provide the services vacated by the regular faculty member, and (c) unbanking will not interfere with a scheduled evaluation. An extension may be approved by the

appropriate vice president. If a leave is not granted it may be rescheduled to another semester.

Extended Contracts

Faculty on extended contracts unbanking 15 LHE are eligible for a reduction in assignment of eighty-eight (88) contract days. Any such reduction is subject to the calendar approval process. The eighty-eight (88) contract days shall fall between July 1 and December 31 or January 1 and June 30. Exceptions may be granted by the appropriate dean and vice president.

Faculty on extended contracts unbanking less than 15 LHE may elect to have each unbanked LHE converted in accordance with the formulas and tables in section C.2.1. Any such election is subject to the calendar approval process.

Cashing Out Banked LHE

Banked LHE may not be held for more than ten (10) years. If the faculty member does not unbank the LHE by the 10th calendar year following the year in which the LHE were banked, they will be paid for those LHE at the LHE compensation rate in effect at the time those LHE were banked, by January 31st of the 11th calendar year after the year in which the LHE were banked. LHE banked prior to fall 2013 shall be paid at a rate of 33 hours per LHE; LHE banked in fall 2013 or later shall be paid at a rate of 35 hours per LHE. Payroll shall maintain a record of the hours banked per LHE for each faculty member.

By way of example, if a faculty member banks 3 LHE in fall 2011 and 6 LHE in spring 2014, and the faculty member does not take banked time off by the end of 2021, then the faculty member will receive, by January 31st of 2022, payment for the 3 LHE banked in fall 2011 at the LHE compensation rate (and number of hours per LHE) in effect at the time those LHE were banked. The 6 LHE banked in spring 2014 will continue to be banked and are available for banked time off until fall 2024.

Notwithstanding the foregoing, if one of the following events occurs before the end of the 10th calendar year following the year in which the LHE were banked, then the faculty member or their estate or designated beneficiary will be paid for the banked LHE at the LHE compensation rate in effect at the time those LHE were banked, within thirty (30) days following the occurrence of such event. Those events are:

- Death (payable to estate or designated beneficiary)
- Disability (as defined below)
- Retirement or termination
- Unforeseeable emergency (as defined below).

In the event of an unforeseeable emergency, the faculty member will be paid for their banked LHE at the LHE rate in effect at the time those LHE were banked; provided, however

that the amount paid cannot and will not exceed the amount reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, state, local, or foreign income taxes or penalties reasonably anticipated to result from the distribution). Any banked LHE not converted to cash pursuant to the preceding sentence will continue to be held as banked.

A faculty member will be considered disabled if the faculty member is either (a) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months or (b) receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the district by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. In addition, a faculty member will be deemed disabled if determined to be totally disabled by the Social Security Administration.

A faculty member will be considered to experience an "unforeseeable emergency" upon a severe financial hardship to the faculty member resulting from an illness or accident of the faculty member, the faculty member's spouse, the faculty member's beneficiary, or the faculty member's dependent; loss of the faculty member's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, not as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the faculty member. For example, the imminent foreclosure of or eviction from the faculty member's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the costs of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse, a beneficiary, or a dependent may also constitute an unforeseeable emergency. The purchase of a home and the payment of college tuition are not unforeseeable emergencies. Whether a faculty member is faced with an unforeseeable emergency permitting a distribution is to be determined based on the relevant facts and circumstances of each case, but, in any case, a distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the faculty member's assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of banking LHE under the plan.

To request a distribution of banked LHE for an unforeseeable emergency, a faculty member should make a written request to the Vice President of Human Resources.

ARTICLE E: DEPARTMENT CHAIRS AND CE DUTIES

E.1.0 DEPARTMENT CHAIR SELECTION AND DUTIES

Each department chair shall be elected for a term of two (2) years by a majority vote of the full time members of the department and may be recalled at any time. The election must be held by March 5, with the chair-elect taking office the day after commencement. Persons so elected should be tenured faculty members of the department where available. The department chair's duties shall be compensated with reassigned time and a summer stipend according to sections E.2.1 and E.2.2 of this document. In the event the department is unable to elect a chair, the Vice President, Instructional Services, may make a temporary appointment for one year, or the balance of the current year, as appropriate.

The department chair is accountable to their departmental colleagues and dean. They are accountable for classified employees and student workers (under the direction of the dean). The primary responsibilities of the department chair is to work collegially to ensure and facilitate the effective, efficient operation of the department, and to serve as liaison with the administration.

Direct Functions:

1. The department chair or designee is responsible for overseeing and coordinating the department's Student Learning Outcome and Assessment (SLO) process. (ongoing)
2. Acts as spokesperson and advocate for the department. (ongoing)
3. Coordinates interviews for associate faculty positions and makes hiring recommendations in accordance with BP/AP 7120-4 and AP 7120-5. (periodic)
4. Organizes and conducts any department meetings. (ongoing)
5. Responds to pre-requisite challenges. (ongoing)
6. Facilitates department activities (e.g. retreats, workshops, poster sessions, and student conferences). (ongoing)
7. Addresses initial stages of requests for change of grades (after instructors). (ongoing)
8. Recommends schedule, schedule growth, cancellations, faculty assignments to the dean. (ongoing)
9. Recommends the hiring of associate faculty and substitute instructors to the dean. (ongoing)
10. Attends department chairs' meetings (four meetings per semester, including up to one retreat per semester), contributes agenda items before the meeting, and disseminates information from the meetings to department members. (ongoing)
11. Orients new full-time and associate faculty to departmental resources. (ongoing)
12. Responds to initial equivalency requests from a discipline perspective. (ongoing)
13. Provides support for mentoring and development of associate faculty. (ongoing)
14. Serves on the hiring committees, tenure review committees, and peer review committees of full-time faculty in their area. (periodic)

Work with the appropriate dean(s) to:

15. Monitor curriculum development and revision. (ongoing)
16. Evaluate full-time tenured faculty. (periodic)
17. Support completion of state and federal reports. (periodic, only certain departments).
18. Coordinate and submit annual and comprehensive program reviews, including resource and equipment requests. (ongoing)
19. Develop full-time faculty hiring requests for AAC consideration. (periodic)
20. Coordinate the hiring process for full-time faculty. (periodic)

21. Monitor budgets, including personnel expenses and departmental travel budgets [individual departments may elect to have 9811 and personnel budgets monitored and requests for budget transfers submitted partially or entirely by the dean].
22. Address faculty complaints and grievances.
23. Address initial stage of student grievances.

E.1.1. Department Chair Election

Elections will be held every two (2) years. The Office of Instruction shall send a reminder on or before February 1 to departments required to hold department chair elections. Faculty members may submit nominations for department chair to the administrative assistant assigned to the department on or before February 15. Thereafter, if only one faculty member accepts the nomination by the deadline, they are considered the elected department chair. If two or more department members accept the nomination, the administrative assistant shall arrange for the department chair election as described below. The department chair election process must be completed on or before March 5.

Faculty shall be eligible to vote in the department that they are primarily assigned. Primary assignment shall be established in the following order: (1) the department the faculty member was hired into; or (2) by the faculty member having more than fifty percent (50%) percent of their load in an individual department over a two-year lookback period, exclusive of reassigned time. Each full-time faculty member of a department is eligible to vote according to the principle of one (1) person, one (1) vote.

Members will cast a secret ballot either at a meeting with all members voting and present, or through ballots collected by the administrative assistant. Faculty members shall have a minimum of five (5) calendar days to vote if conducted outside of an in-person meeting. A record of the outcome will be contained in the department minutes or other record of action, and a copy will be sent immediately to the Office of Instructional Services in order that changes are officially recorded.

E.1.2 Department Chair Evaluation

A department chair will be evaluated by full-time and associate faculty members of the department before the end of the first semester of a chair's tenure. Evaluation will be repeated in the subsequent semester after any evaluation in which performance is found to be substandard. If a department chair serves multiple terms as chair, the evaluation process shall be completed at a mutually agreed-upon time during each new two-year term.

The dean will evaluate the department chair related to their direct functions and responsibilities as chair. Upon completion of the evaluation process, the department chair shall meet with the dean to discuss the results.

If the faculty members determine that the department chair is not satisfactorily performing the duties of the position, they may initiate the process for recall of the department chair.

If the dean determines that the functioning of the department is being hindered by persistent inability or unwillingness of the chair to perform the duties of the position, they may initiate the process for administrative removal of the chair.

E.1.3. Removal or Recall of the Department Chair

Administration Process: Removal

The dean may recommend removal of a department chair from office at any time after the first evaluation period if the functioning of the department is being hindered by the persistent inability or unwillingness of the chair to perform the duties of the position. Any recommendation for removal must be approved by the appropriate vice president. In such an event, the appropriate vice president will follow due process involving an ad hoc committee. The four-person ad hoc committee will be comprised of the Academic Senate president, their appointee, the appropriate vice president, and their appointee.

Faculty Process: Recall

A single member of that department may petition for recall, citing written reasons for their request, for the matter to be placed on the agenda. The department chair must notify all other members of the department about the request in no fewer than five (5) or more than fifteen (15) business days that the matter is to be discussed at a department meeting. After an interim period of not less than thirty (30) nor more than forty-five (45) calendar days, the department must meet to vote. Two-thirds of the department must be present to vote on recall. Only full-time faculty members are eligible to vote. Eligibility and voting strength shall be determined by the same criteria as for department chair election as described in section E.1.1. The department chair may be recalled by a simple majority of those voting. The minutes or other record of the department meeting should reflect the outcome, but

the debate itself should not be recorded. No department chair can be subjected to more than one (1) recall attempt per academic year.

If the department chair is removed or recalled, a new chair shall be elected by the full-time faculty of the department using the process described in section E.1.1.

E.2.0 DEPARTMENT CHAIR REASSIGNED TIME

Each department chair shall be compensated with reassigned time based upon the procedures outlined below.

E.2.1 Department Chair Reassigned Time Table

The district and Assembly agree that the reassigned time for Department Chairs reflected below shall commence in Fall 2025. Allocations for Summer 2025 reassigned time will be based on the calculations and department configuration from 2024–2025.

Compensation for each department chair shall be provided as reassigned time. Reassigned time shall be based primarily on department size (FTEF) according to the following table:

Department Size (FTEF)		Reassigned Time (FTE)
is at least	**but less than**	
1.00	4.50	0.20
4.50	10.00	0.30
10.00	14.00	0.40
14.00	17.00	0.50
17.00	21.00	0.60
21.00	26.00	0.70
26.00	30.00	0.80
30.00	34.00	0.90
34.00	–	1.00

FTEF is calculated as the average spring and fall FTEF as of February 15 of the preceding academic year.

For the Counseling department, FTEF shall be calculated according to the formula:

FTEF = (number of full-time faculty) + (non-contractual classroom LHE ÷ 15) + (associate faculty counseling hours per week ÷ 25)

For the Library department, FTEF shall be calculated according to the formula:

FTEF = (number of full-time faculty) + (non-contractual classroom LHE ÷ 15) + (associate faculty library hours per week ÷ 15)

Reassigned time for a department chair with an extended contract (Counseling and Library departments) shall extend throughout their contract.

By the beginning of week nine (9) of the spring semester each year, the Office of Instruction shall provide the Assembly with information on spring and fall FTEF and the department chair reassigned time for the upcoming academic year determined in accordance with this Article, for verification and inclusion as an appendix to this Agreement.

E.2.2 Distribution of Department Chair Reassigned Time

Department chair reassigned time may be shared with other members of the department who perform significant departmental duties. The elected department chair must retain the largest share of reassigned time and will be the primary contact between the dean and the department. The elected chair is ultimately responsible for ensuring that all departmental responsibilities and chair duties are carried out. The distribution of reassigned time shall be determined upon mutual agreement between the elected department chair and the appropriate dean, in consultation with the other full-time faculty members of the department.

The maximum reassigned time that may be assigned to a department chair is 0.80 FTE. Any reassigned time above 0.80 FTE must be shared with other full-time faculty in the department.

E.2.3 Summer Compensation

Each department chair is paid for their summer duties via a stipend. This stipend does not count toward the 10.0 LHE maximum a faculty member is allowed to teach during the summer. Stipend LHEs for summer duties are not considered overload and are not capped at step 10.

Summer stipends for departments other than Counseling and Library shall be calculated according to the following formula:

stipend in hours = 13.8 + (spring WFCH x 0.227)

Summer stipends for the department chairs of the Counseling and Library departments shall be calculated using the following formula (this formula has been pro-rated to reflect the extended contracts of the Counseling and Library chairs):

stipend in hours = 9.5 + (spring FTEF x 2.22)

where FTEF for the Counseling and Library departments is calculated according to the formulas established in section E.2.1.

Results shall be rounded to the nearest hour. The minimum stipend shall be 33 hours

(1.0 non-contractual, non-teaching LHE); departments whose stipend is less than 33 hours according to this formula shall receive 33 hours stipend.

For the purposes of Payroll, stipends will be calculated in non-contractual, non-teaching LHE, where 1 LHE = 33 hours.

By the beginning of week nine (9) of the spring semester, the Office of Instruction shall provide the Assembly with information on spring WFCH and stipends for the upcoming summer in accordance with this Article for verification purposes.

Half of the hours paid by stipend shall be on-campus (or at off-campus meetings scheduled by the Office of Instruction). The other half can be performed externally. A schedule of hours shall be produced between the dean and department chair; the distribution of on-campus hours within the total required may be modified by mutual agreement between the dean and department chair at any time during the summer.

If agreed to by the dean, a department chair may share their stipend with others in the department to cover the required time commitment.

If a chair cannot serve in the summer, their stipend can be given to another department member, preferably in the following order: 1) another faculty member in the department; 2) a faculty member in another department; and, 3) the dean (no stipend). These decisions are to be made by the chair and the dean.

E.2.4 Winter Intersession Compensation

Department chairs required to work during the winter intersession shall be compensated via a stipend at their non-contractual, non-teaching hourly rate. The department chair must first discuss the work to be completed with the appropriate dean. If approved, ~~shall submit~~ a personnel requisition will be~~to their~~ submitted by the dean's office for all approved hours ~~worked~~, not to exceed thirty (30) hours total. The personnel requisition must include a description of work and activities to be completed. If agreed to by the dean, a department chair may share these hours with others in the department to cover the required time commitment. The department chair or other faculty who work over the winter intersession will be responsible for entering their time worked into Workday for payment.

E.2.5 Interim Department Chairs

If a department chair is unable to serve any portion of their term during the regular contract year, or any extensions thereof, an interim department chair shall be elected by a majority vote of the full-time members of the department. The election may be held during a departmental meeting, via e-mail, or by ballot collected by the school secretary.

In the event the department is unable to elect a department chair, the appropriate vice president may make a temporary interim appointment.

The interim department chair shall receive reassigned time for department chair responsibilities on a pro-rata basis for the remainder of the semester or academic year, as appropriate. The interim department chair shall assume their role as chair at the earliest practicable time after election. For planned or scheduled leaves expected to last an entire semester, such as a sabbatical or maternity leave, the interim department chair shall assume their role at the beginning of the semester of the leave.

The interim department chair may be recalled under the procedures specified in section E.1.3.

This section may only be invoked for approved leaves of absence expected to last twenty (20) business days or more.

Upon return from the leave of absence, the original department chair shall have the option to resign from the department chair position or resume the responsibilities of the position.

E.3.0 REASSIGNED TIME FOR CAREER EDUCATION DUTIES

Career Education (CE) full-time faculty are eligible for reassigned time based on CE duties performed. The available CE reassigned time shall be distributed based on the criteria outlined in Appendix 4.2 and administered by the CE dean. The details of the application process are outlined in Appendix 4.1.

The basic distribution formula is:

annual FTE for CE individual =
(individual hours validated) ÷ (total hours validated) x (FTE provided)

The total CE reassigned time provided shall be 3.00 FTE (45.0 LHE) per semester.

ARTICLE F: LEAVES

F.1.0 DEFINITIONS

Definition of Immediate Family. Unless otherwise specified below, immediate family shall include a faculty member's current spouse, domestic partner, parent (biological, foster or adoptive, stepparent, or legal guardian), mother-in-law, father-in-law, grandparent, child (biological, adopted, foster child, stepchild, legal ward, child of a domestic partner, or a child in loco parentis), grandchild, brother, sister, and any relative living in the faculty member's immediate household.

F.2.0 DEDUCTIONS OF SALARY FOR LEAVES OF ABSENCE

Unless otherwise specified below, deductions of salary for leaves of absence shall be computed on a workday basis.

F.3.0 LEAVE OF ABSENCE WITHOUT PAY

The Board of Trustees may grant a leave of absence without pay for any purpose.
The district may request a leave of absence without pay for a faculty member for any purpose.

A faculty member may request a leave of absence without pay for any purpose for a period not to exceed one year in up to six-month intervals, except as specified in policy related to parental leaves, subject to the following restrictions:

1. Requests for leaves of absence without pay for thirty (30) days or less shall be submitted on or accompanied by a completed "Leave of Absence without Pay Request Form." Such requests may be allowed with the approval of the appropriate dean and vice president. Board action is not required.
2. Requests for leaves of absence without pay for more than thirty (30) days shall be sent to the Board for approval. Such requests shall be submitted on or accompanied by a completed "Leave of Absence without Pay Request Form" indicating the department's support or nonsupport of the request.
3. A faculty member absent due to illness must exhaust all paid leave to which they are entitled before a request for an unpaid leave of absence will be considered. Verification of the faculty member's inability to return to work from the faculty member's physician shall be required. A second opinion from a medical provider identified and paid for by the district may also be required. A written health clearance from an appropriate medical provider shall be required for return to duty with the district after completing an unpaid leave.

A faculty member who returns from an approved leave of absence without pay (except for extended illness as described above) shall automatically be entitled to all previously accrued but unused/unpaid sick leave. No sick leave shall be accumulated during such period of absence.

F.4.0 SICK LEAVE

The district and the Assembly agree to reopen this section in 2026–2027.

Each full-time faculty member shall accrue one (1) day of sick leave for each calendar month of contracted service. Such leave shall be granted only for personal illness or injury resulting in absence on days that the faculty member is required to render service to the district, except as otherwise provided in this Agreement and district policies or procedures.

The allowance for leave computed on the basis of the faculty member's contract is allowable in full at the beginning of the first day of service.

The amount of leave not taken in any school year shall be accumulated from year to year.

An absence of more than the number constituting half a year's accrual of sick leave (e.g., five (5) days for a unit member who earns ten (10) days of sick leave per year) must be verified by a physician, recognized religious practitioner, or registered nurse. A faculty member absent from duties for reasons of illness or accident for a period of five (5) months or less from the date of expiration of accumulated sick leave shall receive fifty percent (50%) of their regular salary.

Faculty members shall notify the appropriate dean regarding an absence of any duration during a contractual work week. When practicable, faculty members should inform the appropriate dean in advance regarding any planned or scheduled absence. Faculty members are required to report the number of hours absent (up to a maximum of eight (8) hours per day of absence) on the appropriate district form when unable to perform contractual duties during any work day.

All faculty members shall be notified regarding accumulated sick leave balances on a monthly basis.

F.4.1 Accrual and Charging of Sick Leave

The payroll office shall maintain leave records for all faculty. Sick leave is accrued/charged in accordance with the following procedures:

- All faculty are considered "on duty" five (5) days per week for contractual assignments, regardless of the number of days they meet their classes or their duty obligations.

- Sick leave shall be accumulated, reported, and debited in units of days or hours, at the rate of 1 day = 8 hours for contractual sick leave, and 1 day = 6 hours for non-contractual sick leave. Contractual and non-contractual sick leave shall be accumulated, recorded, and debited separately.
- If a faculty member is absent for an entire week, they are charged for five (5) days regardless of the number of days they were scheduled to work that week.

The following provisions shall apply to sick leave accumulation:

Contractual Assignments:

- For days of sick leave to be credited for all contractual assignments, a day shall be defined as consisting of eight (8) work hours, as commensurate with the workload agreements.
- Contractual sick leave shall be accumulated at the rate of ten (10) days per year for a standard 10-month contract.
- For extended contracts, sick leave shall be accumulated as follows:

Contract days per year	Sick leave days per year
195	11

- For partial contracts (less than 1.00 FTE), sick leave days shall be accumulated at the fraction of ten (10) days proportionate to the reduction in workload (e.g. 7.5 days for a 0.75 FTE contract).

Non-Contractual Assignments:

- For days of sick leave credited for all non-contractual assignments, a day shall be defined as consisting of six (6) work hours, as commensurate with the workload agreements.
- Non-contractual sick leave shall be accumulated at the rate of 1/3 day (2 hours) per non-contractual LHE.
- Faculty members' absences occurring during non-contractual assignments are reported via the timekeeping/payroll system.

The following provisions shall apply to debiting of sick leave:

Contractual Assignments:

- Faculty members shall have sick leave deducted on the basis of half-day increments.
    - Faculty members who are unable to perform any contractual duties during an entire work day shall be charged one (1) day of sick leave (including personal necessity leave) for each day they are absent.

- Faculty members who complete any portion, but less than a full day, of their scheduled contractual duties shall be charged a half-day of sick leave.
- Contractual duties include contact hours, preparation hours, student hours, and institutional service hours as defined in section C.1.1 of the Agreement.

Non-Contractual Assignments:

- For days in which a faculty member is absent from part or all of their non-contractual assignment, non-contractual sick leave shall be debited for the work hours missed (contact and prep hours as determined by the appropriate discipline factor). If a faculty member has exhausted all non-contractual sick leave, non-contractual pay will be docked for the work hours missed.

F.4.2 Transfer of Sick Leave

A faculty member who has been an employee of another California public school district, community college district, County Superintendent of Schools, the Office of the Chancellor or Board of Governors of the California Community Colleges, or the Commission on Teacher Preparation, for a period of one school year or more, and who is employed in this district at any time during the second or any succeeding year of their employment with the first district, shall have transferred with such employee to this district the total amount of sick leave that was accumulated in the previous district of employment.

It is the faculty member's responsibility to secure the transfer of any such leave balance from a previous California school employer.

F.5.0 PARENTAL AND FAMILY LEAVES

F.5.1 Parental Leave

Paid Parental Leave

Eligibility: Faculty members whose initial date of hire is at least twelve (12) months prior to taking parental leave. Faculty members are not required to have worked a minimum of 1,250 hours in the twelve (12) months prior to the leave in order to be eligible for paid parental leave.

Purpose: Eligible faculty members shall receive their full salary for a maximum of four (4) workweeks for leave taken for the reason of the birth of a child or the placement of a child with the faculty member in connection with the adoption or foster care of the child. Thereafter, faculty members who continue to be absent from duty under this section, shall

receive fifty percent (50%) of their salary for up to eight (8) additional workweeks. Faculty members are ineligible for paid parental leave during intersession or summer terms.

Faculty shall be authorized to use any accrued leave, including sick leave and unbanked time, to supplement the paid leave for up to eight (8) workweeks. Faculty may elect to convert each unbanked LHE in accordance with the formulas and tables in section C.2.1. Faculty may also unbank additional LHE to complete a full semester at this same rate. No faculty shall be paid in excess of one-hundred percent (100%) of their salary during the period of parental leave.

Use: Paid parental leave must be taken within twelve (12) months of the date of birth or placement of the child with the faculty member. The twelve (12) workweeks do not have to be taken consecutively. Where both parents of the child for whom leave is taken are employed by the district, any amount of parental leave taken by one parent shall not diminish the twelve (12) workweeks of parental leave to which the other parent may be entitled.

Maximum Duration: Paid parental leave shall be exhausted after twelve (12) workweeks. A faculty member shall not be entitled to more than twelve (12) workweeks of paid parental leave in any twelve (12) month period.

Unpaid Parental Leave

Upon written request, a faculty member may request additional unpaid parental leave. Parental leave shall be granted for a maximum of twelve (12) months, whether paid or unpaid. Consideration will be given to granting an extension of the leave, if requested, until the beginning of the next school semester should the expiration of the twelve (12) months of parental leave occur during the school year.

F.5.2 Reproductive Loss Leave

Definitions: "Reproductive loss event" is defined as the day (or for a multiple-day event, the final day) of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction (such as artificial insemination or embryo transfer).

1. A failed adoption event applies to a faculty member who would have been a parent of the adoptee if the adoption had been completed.

2. A failed surrogacy event applies to a faculty member who would have been a parent of a child born as a result of the surrogacy.

3. A miscarriage event applies to a faculty member who experienced a miscarriage, who is the current spouse or domestic partner of a person who experienced a

miscarriage, or who would have been a parent of a child born as a result of a pregnancy that resulted in miscarriage.

4. A stillbirth event applies to a faculty member whose pregnancy resulted in a stillbirth, who is the current spouse or domestic partner of a person whose pregnancy resulted in a stillbirth, or who would have been a parent of a child born as a result of a pregnancy that resulted in stillbirth.

5. An unsuccessful assisted reproduction event applies to a faculty member who experienced such event, who is the current spouse or domestic partner of a person who experienced such event, or who would have been a parent of a child born as a result of a pregnancy had the assisted reproduction been successful.

Eligibility: A faculty member who has been employed by the District for at least thirty (30) days and who has experienced a reproductive loss event or whose spouse or partner has experienced a reproductive loss event, shall be eligible for five (5) days of leave. The leave must be taken within three months of the reproductive loss event and does not have to be taken on consecutive days.

Compensation: Faculty members taking reproductive loss leave may utilize their available sick leave. A faculty member is also eligible for bereavement leave in the event of a stillbirth.

Coordination with Other Leaves: If prior to or immediately following a reproductive loss event, a faculty member is on or chooses to go on leave under California's pregnancy disability law ("PDL"), Family Medical Leave Act ("FMLA"), or any other leave provide by state or federal law, then the faculty member may take reproductive loss leave within three months of finishing the other form of leave.

Maximum Duration: If a faculty member experiences more than one reproductive loss event in a year, they are entitled to no more than twenty (20) days of reproductive loss leave in a twelve (12) month period.

Confidentiality: The District shall maintain the confidentiality of the request and purpose of the leave for a faculty member under this section, except as necessary to affect the purpose of the leave.

F.5.3~~2~~ Family Leave

It is the intent of the district to comply with the California Family Rights Act of 1991 (CFRA) and Federal Family and Medical Leave Act (FMLA) of 1993 and revised 2009 FMLA. (When this article refers to FMLA, it means both the FMLA and CFRA.) These acts entitle employees to up to twelve (12) weeks of unpaid leave (or 26 weeks for leave to care for a

covered service member who is injured or ill) per year (12 months) for the following reasons:

1. Because of the birth of a son or daughter of the faculty member and in order to care for such son or daughter.
2. Because of the placement of a son or daughter with the faculty member for adoption or foster care.
3. In order to care for the spouse/domestic partner, or child (regardless of age or ability to engage in self-care), parent, grandparent, grandchild, or sibling of the faculty member, if such spouse/domestic partner, child, parent, grandparent, grandchild, or sibling has a serious health condition, as verified by an appropriate medical advisor.
4. Because of a serious health condition, as verified by an appropriate physician or recognized religious practitioner, that makes the faculty member unable to perform the functions of their position. A second opinion rendered by a medical examiner selected and paid for by the district may be requested.
5. A qualifying exigency related to the covered family member's active duty or call to active duty in the National Guard or Reserves in support of a contingency operation.
6. To care for a spouse/domestic partner, son, daughter, parent, or "next of kin" of a covered service member of the U.S. Armed Forces who has a serious injury or illness incurred in the line of duty on active duty in the Armed Forces.

FMLA leaves may be requested by the faculty member or the district may designate a faculty member's leave to be FMLA leave when the faculty member takes a leave of absence for an FMLA-qualifying reason.

The district may request that a faculty member provide a medical certification to the district from a health care provider within thirty (30) days, unless it is not practicable under the particular circumstances to do so despite the faculty member's diligent, good faith efforts. For the serious health condition of a family member, the faculty member may be requested to provide written certification that contains: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the faculty member needs to care for their spouse/domestic partner, child, parent, grandparent, grandchild, or sibling.

For a covered service member with a serious injury or illness, the faculty member may be requested to provide written certification that contains information from a health care provider with information regarding the service member's serious injury or illness.

For a qualifying exigency, the faculty member may be required to provide a copy of the military member's active duty orders or other documentation issued by the Armed Forces that indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service.

If the faculty member provides an incomplete medical certification, the district must give the faculty member a reasonable opportunity to cure any such deficiency.

All approved FMLA leaves shall run concurrently with any other paid and/or unpaid leave to which the faculty member may be entitled, i.e. parental, personal necessity, accrued and extended sick leave. FMLA and CFRA leave will run concurrently where applicable. The faculty member shall be notified within five (5) days after FMLA is requested that, if approved, their FMLA leave will run concurrently with all other leaves to which they may be entitled.

While a faculty member is on FMLA leave, the district will continue their health benefits at the same level and with the same premium co-payments that existed prior to the effective date of the leave. Should the faculty member fail to return to work after taking FMLA leave for any reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the faculty member's control, reimbursement for premiums paid by the district during the leave may be required.

Upon expiration of leave, a faculty member is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Faculty members have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed.

If the faculty member and district have agreed upon a date of reinstatement at the beginning of the leave, the district will reinstate the faculty member on the date agreed upon. If the reinstatement date differs from the original agreed-upon date, the district will reinstate the faculty member within two (2) business days of the faculty member's return to work, where feasible.

Faculty members may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the faculty member is ready to return.

The FMLA clearly provides that it does not preempt state law to the extent that the state law is more protective of employee rights (FMLA section 401(b)). Faculty members should consult with Human Resources to determine which act provides the greater benefit to the faculty member on such leave issues.

F.6.0 MILITARY LEAVE

Qualifying military leave shall be granted in accordance with the California Military & Veterans Code section 389 *et. seq.* and the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA"), 38 U.S.C. section 4301, *et. seq.*

The district shall grant faculty members a military leave of absence to the extent required by applicable federal and state law, not to exceed five (5) years.

The faculty member must request a military leave of absence in writing together with a copy of their reporting orders to be eligible for payment of the salary and benefits outlined below.

Leave for Annual Training Duty

A faculty member, upon submission of military orders to report for training duty, shall be granted a leave of absence without loss of salary.

Such training should be scheduled during non-contractual periods or at the convenience of the district whenever possible.

Salary

A faculty member shall be entitled to receive their full salary, including any step advancements, for the first six (6) months of military leave of absence provided it occurs during a paid status period of the faculty member's work year. Salary for absences during months two (2) through six (6) shall be offset by the amount of gross pay received by the faculty member from the military. Requests for military leave beyond six (6) months must be approved by the superintendent/president or designee.

Health Benefits

A faculty member is ineligible for long-term disability coverage while on active duty. All other district-paid health benefits shall be continued for the faculty member and their eligible dependents for the duration of military leave, paid and unpaid.

Sick Leave

Faculty members on military leave accrue any benefits the district provides to other faculty members. For example, if faculty members on other approved leaves are permitted to accrue sick leave, faculty members on military leave will do so as well, as established by this Agreement and district policy and/or procedure.

Reinstatement

Faculty members on military leave shall accrue any benefits afforded by any collective bargaining agreement negotiated during their absence.

Subject to the qualifications and limitations set forth in the Uniform Services Employment Rights Act (USERRA–38 United State Code section 4301 et seq.) and state law, an employee on military leave shall generally be entitled to return to the position that they would have attained with reasonable certainty if not for the absence due to uniform service. A faculty

member shall be placed at the appropriate class and step they would have achieved if not for the absence due to uniformed service.

Prior to resuming work, the faculty member shall be required to submit satisfactory evidence of their physical and mental fitness for duty, including any job-related restrictions or limitations requiring accommodation. Absent unusual circumstances, re-employment shall occur within two weeks after the re-employment application.

F.7.0 QUARANTINE LEAVE

A faculty member unavoidably absent from duty under quarantine imposed by order of any authorized health officer shall be paid regular salary for the period of absence without deduction from the faculty member's sick-leave balance. A copy of the quarantine order showing its applicability to the faculty member must be provided to the Human Resources Department.

F.8.0 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (WORKER'S COMPENSATION)

The district is required, under the California Workers' Compensation Law, to provide employees with coverage that guarantees prompt benefits when an employee is injured on the job or incurs a job-related illness. Benefits are in the form of medical care, temporary disability benefits, and may include permanent disability awards.

Upon reporting an injury, benefits are automatic and are applied according to state law. Faculty members must promptly report injuries to the appropriate deans. The district will also provide industrial illness and injury leave as required by Education Code section 87787.

The following procedures should be followed whenever a faculty member, as required, reports any job-related injury to their dean.

1. All injuries sustained by faculty members while on duty shall be reported at the earliest practical moment to the Human Resources Department, regardless of the nature of the injury.
2. Faculty members at the Oceanside or San Elijo campuses should visit Health Services during hours of operation for examination and/or further medical referral. Faculty members at the Community Learning Center and off-site locations, or whose injuries occur outside the hours of operations for Health Services, will be referred directly to the appropriate district-designated health-care provider.
3. Following a report of a job-related injury or illness, Human Resources shall provide a faculty member with the appropriate claim form.
4. The dean shall complete the Supervisor's Report of Accident Form for each reported injury, regardless of severity. All sections of the report must be completed by the dean.
5. All forms must be sent to the Human Resources Department.

F.9.0 BEREAVEMENT LEAVE

Every faculty member shall be granted three (3) days of bereavement leave with full pay when the death of any member of the immediate family occurs. Additional days may be granted at the discretion of the Board of Trustees. The superintendent/president or designee may approve bereavement leave in other circumstances deemed to fit the spirit and intent of this policy.

Five (5) days leave will be allowed when travel outside the state is required. Bereavement leave in excess of the authorized amount may be charged as personal necessity leave.

Bereavement leave shall be taken within twelve (12) months of the death of the immediate family member.

F.10.0 PERSONAL NECESSITY LEAVE

In cases of personal necessity a faculty member may use up to six (6) days of earned sick leave in any contract year, including any of the following:

- Death of a member of the immediate family when additional leave is required beyond that provided by Board policy.
- Serious illness of a member of the immediate family.
- Accident involving the contract or regular faculty's person or property or the person or property of their immediate family, including unavoidable transportation delays.
- Unavoidable family commitments.
- Emergency administration of estate problems relative to the immediate family.
- Observation of a day(s) of religious significance.
- Appearance in court as a litigant, witness, party or under official order other than subpoena or jury duty.
- For faculty members who have been victims of domestic violence, sexual assault or stalking:

  (a) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;

  (b) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;

  (c) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;

(d) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation; or
(e) To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the faculty member or their child.

- Other personal emergency or necessity leave: Any other significant event, personal to the faculty member, for which other paid leave of absence is not permitted; and which, under the circumstances, the faculty member cannot reasonably be expected to disregard; and which requires the immediate attention of the faculty member during their regularly scheduled work hours. The faculty member may make this request either to their dean or to the Human Resources Department, in writing, and describe the reason for the need for leave. If the request is made to Human Resources, HR will consult with the faculty member's department to determine whether the operational needs of the department will allow for the leave.

Personal necessity is defined as unavoidable in nature, beyond the contract or regular faculty employee's immediate control, and not solely for their personal convenience.

For purposes of this section, "immediate family member" shall also include other persons closely related by blood and/or marriage in addition to the definition in F.1.0, above.

F.10.1 Waiver of Limitation of Personal Necessity

The Board may grant a waiver of the limitation provided by Education Code (i.e. six (6) days for full-time faculty) per contract-year limitation for the use of accrued sick leave benefits for absences that qualify as personal necessity per Education Code section 87781.5 or 88207.

F.11.0 CATASTROPHIC LEAVE PROGRAM

Faculty members may donate eligible leave credits to an employee when that employee or a member of their immediate family suffers from a catastrophic illness or injury. For purposes of this program, the following terms are defined as follows:

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's immediate family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off (including banked time off).

2. "Eligible leave credits" means accrued sick leave to the donating employee.
3. "Representative of employee" is one to whom employee has given medical power of attorney in such cases where the employee is unable to represent themselves due to incapacitation resulting from a catastrophic illness or injury.

For purposes of this program the following conditions are not covered: elective surgery, normal pregnancy, Worker's Compensation claims, disabilities resulting from substance abuse, intentionally self-inflicted injuries, or normal illnesses such as colds, flu, allergies, headaches, etc.

Upon approval by the Board of Trustees, eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

1. The employee who is, or whose immediate family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides a physician's statement of verification of the catastrophic injury or illness.
2. Human Resources determines that the employee is unable to work due to the employee's or their family member's catastrophic illness or injury.
3. The employee has exhausted all accrued paid leave credits.

The maximum amount of time for which donated leave credits may be used may not exceed twelve (12) consecutive months.

An employee who receives transferred leave credits shall use any leave credits that they continue to accrue on a monthly basis prior to receiving transferred leave credits.

If the transfer of leave credits is approved by the Board, any employee may, upon written notice to the Board, donate eligible leave credits at a minimum of eight (8) hours, and in hour increments thereafter, to a maximum of sixteen (16) hours per situation.

A. An employee must retain no fewer than thirty (30) days of sick leave on record to be eligible to donate sick leave days

B. All transfers of eligible leave credits are irrevocable.

Request and Donation Process

Once the employee believes they have met the requirements to obtain catastrophic leave they must submit a completed "Request for Donated Leave" to Human Resources with verification from the attending physician attached.

If the employee has suffered a catastrophic illness or injury resulting in the employee's inability to represent themselves, a representative of the employee may complete the paperwork as long as the representative presents a signed medical power of attorney for the employee.

Human Resources shall submit the request to the superintendent/president for Board action at its next meeting.

If the Board approves the donation of leave credits, Human Resources will announce a call for donations.

Faculty members who wish to donate eligible leave credits must submit a completed "Intent to Donate Leave Credits" to the Payroll Department.

Using the completed “Intent to Donate Leave Credits” forms as a basis, the Payroll Department will transfer leave credits beginning by using the minimum hours donated from each person to meet the anticipated need in an equitable manner.

Once leave has been donated officially, as indicated on the “Intent to Donate Leave Credits,” the form will be returned to the donating faculty member.

F.12.0 JURY DUTY

A faculty member may be granted a paid leave of absence when called for jury duty. A faculty member called for jury duty shall immediately report such notice to their department chair and dean, along with a copy of the jury summons. If absence for jury duty would seriously impair the operation of the college, the dean or appropriate vice president may request that the faculty member seek a postponement of jury service, as allowed by the rules of the county for which the faculty member has been called for jury duty.

Faculty members will be paid at their regular rate of pay for time spent on jury duty. As employees of a public agency, fees paid by the court for jury service should be rejected; however, reimbursement for mileage may be retained. The jury time card must be submitted to the Payroll Department with the faculty absence report.

F.13.0 SABBATICAL LEAVE

The district may grant a leave of absence for study and travel (sabbatical) to any regular, full-time faculty member who has rendered satisfactory service to the district for at least six (6) consecutive years prior to taking the leave, but not more than one such leave of absence shall be granted in each consecutive, six-year period. While absence for an approved nonworking leave shall not be deemed a break in the continuity of service, the time spent on a nonworking leave and/or a sabbatical leave shall not be included as service in computing the six (6) consecutive years required for sabbatical-leave eligibility. Time spent on an approved working leave shall be included in the six (6) years required for eligibility if both the work and the manner of compensation have been approved by the district.

An application for sabbatical leave is to be completed as outlined in the Academic Senate *Sabbatical Leave Handbook* and submitted to the Academic Senate Sabbatical Leave Committee. Applications may be submitted in the sixth year of service (or thereafter) for a sabbatical leave in the seventh year of service to the district.

Prior to submitting the application for sabbatical leave, the following must be certified by the faculty member, department chair, dean, and the appropriate vice president: (a) the program will not be jeopardized by the absence of the faculty member, and (b) competent staff are available to teach the classes/provide the services vacated by the regular faculty member. The chair of the Sabbatical Leave Committee shall notify the dean and department chair of all faculty who have been approved for a sabbatical leave and the semester of the approved leave within ten (10) business days of approval of their application. Faculty members must notify their dean, department chair, and Human Resources if there are any changes to their planned sabbatical leave within ten (10) business days of an approval to change sabbatical leave plans from the Sabbatical Leave Committee (i.e. request to change semester of sabbatical leave, request to delay or cancel sabbatical leave, request to take a 50% sabbatical leave for one year, etc.).

The Academic Senate is responsible for reviewing sabbatical leave applications and making recommendations to the Board. The Academic Senate is also responsible for reviewing sabbatical leave reports for and making recommendations to the Board.
The *Sabbatical Leave Handbook*, which includes information on the types of sabbatical leaves, seniority rules, application procedures, and evaluation standards for reports of completion, shall be maintained by the Academic Senate. The Sabbatical Leave Committee, in consultation with the Academic Senate president, the Faculty Assembly president, and Human Resources, will initiate a draft of proposed revisions to the *Sabbatical Leave Handbook* during the spring semester. Upon completion, the chair of the Sabbatical Leave Committee shall submit a copy of the *Sabbatical Leave Handbook* and any proposed changes to the Assembly president and Human Resources for the purpose of reviewing for potential impacts to faculty working conditions. The Academic Senate president shall also be copied on the communication to the Assembly president and Human Resources. The review process between the district and the Assembly shall be complete before any proposed changes go into effect or are ratified by the Academic Senate.

The number of sabbatical leaves to be granted by the Board of Trustees shall not exceed eight percent (8%) of the full-time faculty per academic year. Exceptions may be approved at the discretion of the college superintendent/president or designee.

Every faculty member, as a condition to being granted a leave of absence pursuant to this procedure, shall agree in writing to render a period of new service to the district following their return from the sabbatical leave that is equal to twice the period of the leave (i.e. 30 LHE of base contractual load).

As a condition of receiving continued salary payments during sabbatical leave, faculty member must obtain a performance bond through the district. Arrangements are to be

made through Human Resources. The bond is to provide surety for the faculty member's fulfillment of all obligations accepted as a condition for the granting of the paid leave. The bond shall be exonerated upon death or physical or mental disability of the faculty member.

Once the performance obligations for which the bonding company is guarantor have been discharged and the sabbatical leave report has been accepted by the Board of Trustees, the faculty member will be deemed to be relieved of further performance requirements, except for the condition of continuous employment for twice the period of the leave.

See also section I.3.0, "Professional Development Allowance" for professional development funding available during sabbatical leaves.

ARTICLE G: EMPLOYMENT AND QUALIFICATIONS

G.1.0 ORDER-OF-EMPLOYMENT NUMBER

Every contract or regular faculty member shall be deemed to have been employed on the date upon which they first rendered paid service in a probationary position, and an order-of-employment number shall be assigned.

Contract or regular faculty members who first render paid service on the same date shall participate in a single drawing, as prescribed in Education Code section 87414, to determine their order of employment.

The order, once determined, shall be permanent, shall be entered on the permanent records of the district, and shall be accessible on demand to any contract or regular faculty member of the district or their designated representative.

A contract or regular faculty member who has resigned and has been re-employed by the Board shall have the date on which they first accepted re-employment as determining their order of employment number.

G.2.0 FACULTY SERVICE AREAS

Pursuant to Education Code section 87743.2, the district and the Assembly negotiate faculty service areas (FSA). A table of currently approved FSAs and related procedures are included in Appendix 8 of this Agreement.

Each regular or contract faculty member shall be assigned one or more FSAs. To qualify for a FSA, a faculty member must meet the relevant state minimum qualifications as well as the district competency standard. New hires are considered competent in the FSA(s) for which they are hired, as determined by Human Resources in consultation with the department into which the new faculty member is hired. Faculty members may demonstrate competence for additional FSAs through 15 LHE service (the equivalent of one semester of full-time service) in the FSA as a fulltime or associate faculty member at MiraCosta.

G.2.1 Establishment of Faculty Service Areas

New or revised FSAs may be included in the Appendix by mutual agreement between the district and the Assembly. The Assembly shall consult with the Academic Senate in developing its proposals.

G.3.0 TEMPORARY FACULTY

Full-time temporary faculty, such as full-time sabbatical leave replacements, are represented by the Assembly and subject to the applicable conditions set forth in this Agreement.

See also AP 7212.

ARTICLE H: EVALUATION AND TENURE REVIEW

H.1.0 GENERAL EVALUATION PRINCIPLES

In accordance with Education Code § 87663(c), evaluation of faculty members shall include, but not be limited to, a peer review process.

The evaluation and tenure review processes have been designed to measure established written criteria and ensure that only information related to those criteria can be considered in the process.

The terms of this Article shall be effective for all faculty undergoing tenure review or evaluation in the fall 2025 semester or later. Any tenure plans or corrective action plans written before fall 2025 shall remain in effect and are not altered by this Article.

The Faculty Assembly president and the Vice President of Human Resources shall confer regarding any questions of interpretation arising from this section. If the Faculty Assembly president and Human Resources disagree, the matter shall become a subject of negotiation between the district and the Faculty Assembly.

H.1.1 Confidentiality

All members of the faculty and administration participating in any evaluation process shall respect the right to privacy of faculty undergoing the tenure review or evaluation processes.

All evaluations and evaluation documents shall be treated as confidential and access to such documents shall be restricted to only those individuals who have a legitimate need to access them during the course of the evaluation process or as part of their regular job duties for the district.

H.1.2 Evaluation Schedule

Full-time faculty evaluation shall occur according to the following schedule:

- **Contract faculty** (referred to in evaluation procedures as “tenure candidates” or “candidates”): at least once every academic year.

- **Regular faculty** (referred to in evaluation procedures as “tenured faculty”): at least once every three (3) academic years.

- **Temporary full-time faculty** at least once during their first semester of employment, using the same forms and processes as tenure candidates.

Faculty members who have elected to retire at the end of the semester or academic year in which they are scheduled to be evaluated may elect either of the following: (1) to undergo

the full evaluation process described in this section, or (2) to receive an evaluation consisting of only student and/or constituent surveys as their final evaluation process as outlined in section H.3.0. In order for this section to apply, the retiring faculty member must have submitted their retirement notice to and had it accepted by the district during the academic semester or year of evaluation. The notice of retirement should be submitted on or before the third week of the semester of the evaluation when the *Evaluation Schedule Report* is due to be submitted. The retiring faculty member shall not be required to establish a PRC; instead, the results of the student and/or constituent surveys shall be discussed in a meeting between the faculty member and the appropriate dean.

H.1.3 Timelines, Deadlines, Exceptions and Voting

The timelines and deadlines established in this Article shall be observed in the tenure review and evaluation processes. Steps in these timelines may be completed prior to the listed deadlines as long as they are completed in sequential order, including as appropriate for the evaluation of short-term classes.

If extenuating circumstances exist, written appeals for timeline extensions outlining the reasons and conditions for the request may be made to the appropriate dean in consultation with the Faculty Assembly president. Whenever possible, the appropriate dean or designee shall respond to the request within two (2) business days, stating reasons for either granting or denying the request. Requests for timeline extensions related to medical or parental leaves shall be made in consultation with the faculty member, dean, the Faculty Assembly president, and Human Resources department. The approval or denial of a request for a timeline extension must be documented in the evaluation packet of the affected faculty member and communicated to the Tenure Review Committee (TRC) chair or the Peer Review Committee (PRC) chair, as appropriate. No exceptions may be made to the March 15 statutory deadline.

All members of the TRC and PRC are expected to attend all committee meetings and prepare all reports as defined by this Article. A member may participate in a meeting by teleconference (e.g., Zoom, Teams, or similar program) with advance notification to the appropriate dean.

TRC and PRC members shall make decisions by consensus, when possible. Where consensus is not possible, decisions shall be made by majority vote. In the event of a tie, the recommendations of the TRC or PRC shall be submitted with all supporting documents to the Appeals and Review Committee for a decision.

H.1.4 Criteria for Evaluation

The following five *Criteria for Evaluation* delineate the areas of performance to be reviewed at the conclusion of each evaluation cycle. Those serving on TRCs and PRCs must limit their evaluation to the five major criteria for the faculty member under evaluation.

All components of faculty evaluation shall be based on the following five *Criteria for Evaluation*:

1. Demonstrated skill in classroom teaching, non-classroom roles, and other responsibilities specifically listed in the employment job announcement. These may include:
    a. Using effective communication, written and oral;
    b. Fostering an inclusive learning environment toward equitable outcomes;
    c. Demonstrating a commitment to cultural competence and equity-minded pedagogies;
    d. Ensuring careful attention to effective organizational skill in the classroom and/or other worksite(s);
    e. Utilizing specific techniques or technology utilized in the classroom and/or worksite(s);
    f. Maintaining a commitment to program/discipline development and enrichment; and
    g. Demonstrating creativity and innovation.

2. Respect for students' rights and needs. This may include:
    a. Demonstrating patience, fairness, and promptness in the evaluation and discussion of student work;
    b. Exhibiting sensitivity and responsiveness to the needs of individual students and their special circumstances, when appropriate;
    c. Demonstrating sensitivity to and understanding of the diverse academic, social, economic, cultural, ability and ethnic backgrounds of community college students which affect the learning process in the specific area of assignment;
    d. Maintaining contractual obligation to teaching and worksite hours and, if appropriate, to regular and timely office hours and/or the course outline of record;
    e. Acknowledging and defending the free inquiry of students in the exchange of criticism and ideas; and
    f. Recognizing the opinions of others.

3. Respect for colleagues and the educational professions. This may include:
    a. Acknowledging and defending the free inquiry of colleagues in the exchange of criticism and ideas;
    b. Recognizing the opinions of others;
    c. Acknowledging sources, when appropriate;
    d. Striving to be objective in their professional judgment of colleagues;
    e. Acting in accordance with the ethics of the profession and with a sense of personal integrity;
    f. Working in a spirit of timely cooperation to develop and maintain a collegial atmosphere;

g. Timely response to the administrative requirements of the assignment, including, but not limited to, submitting census rosters, grades, requests for scheduling information, documentation of services (ex. counseling notes), and/or responsiveness to direct communications; and
h. Demonstrating sensitivity to human and cultural diversity among colleagues.

4. Continued professional growth, which may be demonstrated by:
    a. Participating in self-initiated professional activities such as coursework, attendance at workshops, seminars, or professional meetings;
    b. Developing new curriculum, programs, or services;
    c. Engaging in personal and professional development related to cultural competence and equity-minded practices;
    d. Conducting discipline, programmatic, or pedagogical research;
    e. Contributing to written publications, artistic exhibits, or conference presentations;
    f. Maintaining involvement in professional organizations, community partnerships, or other activities; and
    g. Maintaining currency and depth of knowledge in the primary areas of responsibility.

5. Participation in institutional service and collegial governance. This may include:
    a. Active involvement in a fair share of committee work or leadership roles (e.g., governance councils, advisory committees, ad hoc committees, task forces, and accreditation standards groups);
    b. Active involvement in department or program functioning (e.g., sub-committee work, program review, and participation in Student Learning Outcomes assessment processes); and
    c. Providing service in student organizations and activities, including district sponsored student success initiatives and outreach activities.

Results of Student Learning Outcomes assessments shall not be a factor in faculty evaluation.

H.2.0 EVALUATION OF TENURE CANDIDATES

In accordance with sections 87663 & 87609 of the California Education Code, all contract faculty will be evaluated under a tenure review process that provides for a maximum four (4) year evaluation period before tenure may be granted as a regular faculty member.

Candidates who have previously received tenure at another college may be eligible for early tenure. (See section H.2.10.)

The Board of Trustees shall make all re-employment decisions involving contract faculty members. Rehire and tenure recommendations from the TRC shall be presented to the

appropriate vice president for review. The appropriate vice president shall forward the evaluation packet with their recommendation to the superintendent/president for a final recommendation. The superintendent/president's final recommendation regarding rehire and tenure for each tenure candidate shall be forwarded to the Board of Trustees for a decision.

H.2.1 Evaluation Cycles for Tenure Candidates

- **First Evaluation Cycle**: fall semester of the first academic year

- **Second through Fourth Evaluation Cycles**: spring semester (beginning spring of the first academic year) to end of fall semester

- **Off cycle hires**: Contract faculty must work at least 75% of the number of days in the regular academic year in order to receive credit toward tenure. (Ed. Code § 87468). The academic year begins the first day of the fall semester. (Ed. Code § 87601). Contract faculty hired during the spring semester will begin the formal evaluation process during the next fall semester.

H.2.2 Tenure Review Committee (TRC) Composition

The tenure review committee (TRC) is responsible for evaluating the candidate in accordance with the Criteria for Evaluation and making recommendations regarding re-employment or granting of tenure. Continuity of TRC members should be maintained to the greatest extent possible. However, if extenuating circumstances exist, replacement of a TRC member, including the tenure coordinator, may be permitted with the consent of the TREC chair.

- **TRC Chair:** a discipline expert or tenured member of the department or workgroup to which the candidate belongs elected by consensus of the full-time faculty members of the department or work group. If the department or work group cannot reach consensus the chair shall be elected by majority vote of the full-time faculty members of the department or work group. The chair is responsible for scheduling and leading all TRC meetings, and coordinating the collective writing of all *Tenure Plans* and TRC reports.

- **Two Department or Work Group (D/WG) Peers:** tenured members of the department or workgroup to which the candidate belongs, or tenure candidates in their fourth evaluation cycle who have not been given a Corrective Action Plan during the tenure process. To the extent possible, peers should be from the candidate's discipline or closely related discipline. If there are no tenured discipline peers in the district, the TRC chair and appropriate dean may authorize the use of a discipline consultant from outside the district. The TRC selects both D/WG peers during the first evaluation cycle;

the candidate selects one of the two peers beginning the second evaluation cycle in consultation with the tenure coordinator, and the TRC selects the other.

- **Appropriate Dean:** If the candidate's position falls under the purview of multiple deans, the appropriate vice president will choose which dean will serve on the TRC.

- **Tenure Coordinator:** A tenured member of TREC, appointed by the TREC committee chair in consultation with the TRC chair. The tenure coordinator serves as an advocate of the tenure review process and helps to ensure clarity, accuracy, fairness and equity in the process. Tenure coordinators are non-evaluating, non-voting members of the TRC and do not conduct observations of the candidate. The tenure coordinator shall not be a member of the same department or work group as the tenure candidate, and, whenever possible, shall not be under the direct supervision of the dean assigned to the TRC.

H.2.3 Tenure Plans

The TRC will create a *Tenure Plan* to guide the tenure candidate through each evaluation cycle.

- **First Evaluation Cycle:** no *Tenure Plan* exists. During the first evaluation cycle, the elements of tenure review are prescribed as follows for each candidate:

    - Classroom or worksite observations (as specified in section H.2.4)
    - Student surveys (as specified in section H.2.5)
    - Participation in all required department, program, or work group functions
    - Dean's report (optional)
    - *Candidate Self Study*
    - Submission of an evaluation packet

- **Evaluation Cycles Two Through Four:** A new *Tenure Plan* is created for evaluation cycles two through four. These cycles begin the spring semester of the first academic year and end the next fall semester. In these evaluation cycles, the minimum required elements include:

    - Classroom or worksite observations (as specified in section H.2.4)
    - Student surveys (as specified in section H.2.5)
    - Candidate observation (1)
    - Participation in all required professional development activities*
    - Participation in institutional service, including collegial governance, districtwide initiatives, and all required department, program, or work group functions**
    - Dean's report (optional when the dean completes an observation report)
    - *Candidate Self Study*
    - Submission of an evaluation packet

* To be documented in the *Flex transcript*
** To be documented in the *Candidate Self Study*

- **Optional Elements:** Optional elements, including additional surveys, observations, small group instructional diagnosis (SGIDs), or Flex activity attendance or leadership, may also be included in the *Tenure Plan*. The candidate shall be primarily responsible for choosing optional elements; however, TRC members may choose options linked to particular concerns identified in the *Tenure Plan*.

- **Modifications to the *Tenure Plan***: When a modification to the *Tenure Plan* must be made that affects the timeline for completion, the tenure coordinator must obtain approval by the appropriate dean in consultation with the Faculty Assembly president. Any modifications must be documented in the *Tenure Plan* by the tenure coordinator.

H.2.4 Classroom or Worksite Observations for Tenure Candidates

- **Requirements**

    - Scheduling - By the end of week three (3) of the fall or spring semester, in consultation with the TRC, the candidate shall submit an *Evaluation Schedule Report* that documents the classroom or activity to be observed, including the name of the evaluator; their student/constituent survey selections, including any constituent lists; and the names of TRC members. The candidate shall retain the original report for their evaluation packet and submit a copy to Human Resources.

    - Pre-Observation Discussion - A pre-observation discussion must occur between the evaluating TRC member and the candidate to discuss the specific objectives or goals the candidate will address at the class/activity to be observed. The pre-observation discussion may be in person, by phone, or email. The observer may request course/activity related documents and information, such as syllabi, sample exams, a Canvas tour, discussion of the learning management system, or other media used in the class section being observed. For non-classroom duties, samples of job-related projects and activities may be requested.

    - Post-Observation Discussion - A post-observation discussion must occur between the evaluating TRC member and the candidate to provide feedback concerning their observations as they relate to the criteria for evaluation. The post-observation discussion must occur within one (1) week of the observation.

    - Observation and Discussion Report - Each TRC member who completes an observation must complete an *Observation and Discussion Report*. Only documents provided to the TRC member during the pre-observation discussion,

observation, or post-observation discussion may be attached to the report. All observations shall be complete, and observers shall send *Observation and Discussion Reports* to the tenure coordinator by the following time:

- Cycle 1: The end of week eight (8).
- Cycles 2–4 (Fall): The end of week nine (9).
- Cycles 2–4 (Spring): The end of week fifteen (15).

- Additional Observations - Additional classroom or worksite observations may be performed upon the recommendation of the TRC or at the request of the candidate. Additional observations must be documented in the *Tenure Plan*.

- **Classroom Faculty**

  - Evaluation Cycles One, Three, and Four - Classroom or worksite observations will be conducted for three (3) courses or 60% of a candidate's teaching load (whichever is greater) during the first fall semester of tenure review and in evaluation cycles three and four. If a candidate teaches fewer than three (3) class sections during the evaluation cycle, more than one TRC member may visit the same class section. Otherwise, no two members of the TRC may visit the same class section, unless extenuating circumstances exist and the dean, in consultation with the Faculty Assembly president, grants approval. During evaluation cycle one, at least one (1) observation must be made by the appropriate dean.

  - Evaluation Cycle Two - Classroom or worksite observations will be conducted for four (4) courses or 80% of a candidate's teaching load (whichever is greater) during evaluation cycle two of tenure review. If a candidate teaches fewer than four (4) class sections during cycle two, more than one TRC member may visit the same class section. Otherwise, no two members of the TRC may visit the same class section, unless extenuating circumstances exist and the dean, in consultation with the Faculty Assembly president, grants approval. During evaluation cycle two, at least one (1) observation must be made by the appropriate dean.

- **Non-classroom Faculty**

  - Evaluation Cycles One, Three, and Four - Three (3) observations of selected activities will be conducted during the first fall semester of tenure review and in evaluation cycles three and four. No two members of the TRC should observe the same activity, unless extenuating circumstances exist and the dean, in consultation with the Faculty Assembly president, grants approval. During evaluation cycle one, at least one (1) observation must be made by the appropriate dean.

- Evaluation Cycle Two – Each member of the TRC, including the dean, is scheduled to observe at least one (1) selected activity during evaluation cycle two. No two members of the TRC should observe the same activity, unless extenuating circumstances exist and the dean, in consultation with the Faculty Assembly president, grants approval.

- **Online Observations:** Observation of online classes may take place if the classes are part of the candidate's assigned contract load. Online observations should be comparable in scope to on ground observations. To the extent practicable, if an online class will be observed, the candidate should be observed by a TRC member who has been certified to teach online. The observation length should be at least fifty (50) minutes and does not have to be consecutive in nature.

    - Classroom Faculty: An online observation will include at least one of the following two approaches below to be used during a week-long observation timeframe:

        - The candidate must authorize student-level access to the evaluating TRC member. The TRC member may log into the online course and navigate the course.

        - The candidate and evaluating TRC member may schedule a meeting when both parties can access the online course. During this meeting, the candidate may demonstrate and explain the online course to the evaluating TRC member.

    - Non-classroom Faculty: The candidate will consult their TRC regarding an appropriate activity to be observed. As appropriate to the selected activity, the candidate may need to obtain advance approval of a student for the evaluating TRC member to participate in the activity.

- **Split Assignments:** Candidates whose assignment includes both classroom and non-classroom duties, observations in each evaluation cycle shall be conducted in proportion to the candidate's assignment. The number and type of observations to be conducted in each cycle shall be determined by the TRC.

H.2.5 Student Surveys for Tenure Candidates

Student surveys are to be conducted in accordance with the *Tenure Plan*. The timing of student surveys may be scheduled over a period time (i.e. range of weeks) and not on a specific day. Candidates may not administer or collect their own student surveys.

- **Classroom Faculty:** a *Student Survey of Classroom Instruction* will be administered in four (4) courses or 80% of a candidate's teaching load (whichever is greater) during each evaluation cycle of tenure review. The candidate may elect which courses will be surveyed. Situations in which a candidate teaches fewer than four (4) class sections mandate that all sections be surveyed. Online or self-paced open-entry classes part of the candidate's contract load may be surveyed electronically.

- **Non-Classroom Faculty:** Candidates should seek to obtain a minimum of twenty-five (25) responses in cycle one and thirty-five (35) responses in cycles two (2) through four (4) from the *Student Survey of Non-Classroom Services*. Candidates with non-classroom duties that do not include substantial direct interaction with students shall be surveyed using the *Faculty/Staff Survey of Non-Classroom Services*. Candidates with atypical non-classroom faculty roles may employ uniquely designed surveys for constituents within or outside the district, with the approval of the dean in consultation with the Faculty Assembly president. The method of delivery for student surveys may be by point of service for individual or group contacts, or electronic.

- **Split Assignments:** Candidates whose assignment includes both classroom and non-classroom duties, the appropriate surveys shall be administered in proportion to the candidate's assignment. The number of classroom sections and non-classroom services to be surveyed shall be determined by the TRC.

- **Timing of Student Surveys:** All surveys shall be complete by the following time:

    - Cycle 1: The end of week ten (10); with an exception for late start courses by the end of week eleven (11).
    - Cycles 2–4 (Fall): The end of week nine (9); faculty with late start or eight week courses that start in the second half of the semester are allowed an extension to the end of week eleven (11) to complete their surveys, if needed.
    - Cycles 2–4 (Spring): The end of week fifteen (15).

H.2.6 Other Evaluation Components for Tenure Candidates

- **Candidate Observations:** Candidates shall observe faculty performing their primary job function (instructor, librarian, or counselor) during evaluation cycles two through four. Completion of observations are documented in the *Tenure Plan*, but no formal report is completed.

    - At least one (1) candidate observation must be completed during evaluation cycles two through four. Observations are not limited to TRC members and may include faculty at other institutions or professionals that work in a closely related discipline. The candidate may choose which faculty members to observe, unless otherwise determined by the TRC to address specific concerns. Completion of the observation(s) is recorded in the *Candidate Self Study*.

- **Flex Transcript:** During the second through fourth evaluation cycles, the candidate must document their participation in professional activities since their last evaluation by including a copy of their Flex transcript. This report shall be submitted as part of the candidate's evaluation packet.

- **Dean's Report:** Each evaluation cycle, the appropriate dean has the option to prepare a report pertinent to the criteria for evaluation. The report may include, but is not limited to, the candidate's professional interactions with colleagues, participation in institutional service, classroom management, promptness in evaluation of student work, adherence to timelines and due dates of administrative duties (e.g. grades, submission of census rosters), maintaining contractual obligations to teaching and worksite hours as related to classroom management (e.g. maintaining schedule of classes and office hours). This report shall be submitted to the tenure coordinator by the end of week ten (10) of the fall semester for cycle one and by the end of week eleven (11) of the fall semester for cycles two through four.

- **D/WG Responsibilities Observation Report (Optional):** The TRC may elect to include this optional form and all TRC members may provide input to this report. The report may include first-hand information observed by members of the TRC during formal department or work group meetings, and department or work group duties and activities in which the full membership of the department or work group is expected to participate. This report shall be submitted to the tenure coordinator by the end of week eleven (11) of the fall semester.

- **Candidate Self Study:** Each candidate shall compose a succinct self-study, not to exceed three (3) pages using guided questions. Candidates should describe how they have met each of the five Criteria for Evaluation specified in section H.1.4 in the performance of their job functions. When reviewing the evaluation packet as a whole, the candidate should reflect on how they have met the five (5) major criteria in each evaluation cycle. The candidate may provide a distinctive means of emphasis on the various elements contained under each of the five (5) criteria as part of their reflection, including any specific areas of focus as outlined in the Tenure Review Committee Report or elements related to their professional growth goals.

  In cycle one, the self-study should highlight the candidate's participation in their department or work group and program functioning. In cycles two through four, the self-study should include reflections made by the candidate during the faculty observations they completed during the evaluation cycle, as well as document their involvement in institutional service, collegial governance, and participation in department or work group or program functioning.

  The self-study should also include a reflection that outlines contributions to diversity, equity, and inclusion on an individual, departmental or institutional level. Candidates shall also address recommendations from their most recent observation reports, survey responses, and evaluation reports, including specific strategies for resolving any

identified issues or concerns during the next evaluation cycle. In addition, they shall assess whether or not they have met the goals identified in the previous evaluation and identify future goals. The candidate's self-study must be submitted by the end of week thirteen (13) of the fall semester with the evaluation packet.

- **Response Reports (Optional):** Candidates may include responses to any *Observation and Discussion Reports*, *Tenure Review Committee Reports*, *Department/Work Group Responsibilities Observation Reports* or *Dean's Reports*.

- **Revised Materials (Optional):** Candidates may include in their evaluation packet classroom or other material they have revised in response to student surveys and/or *Observation and Discussion Reports*.

H.2.7 Submission of Tenure Evaluation Packet

Each candidate is responsible for assembling an evaluation packet that incorporates the elements specified in their *Tenure Plan* and any other relevant evaluation materials. The deadline to complete and submit the evaluation packet to the tenure coordinator is by the end of week thirteen (13) of the fall semester.

H.2.8 Tenure Review Meetings

- **TRC Introductory Meeting (First Evaluation Cycle Only):** a TRC Introductory Meeting shall be held by the end of week two (2) of the fall semester (inclusive) to introduce the candidate to the TRC and schedule observations, the Tenure Review Meeting, and the Tenure Evaluation Meeting for the first evaluation cycle.

- **Tenure Review Meeting:** the Tenure Review Meeting shall be held between weeks fourteen (14) through fifteen (15) of the fall semester (inclusive) of each evaluation cycle to review the candidate's evaluation packet and any previous *Tenure Plans*. The TRC and candidate shall prepare a *Tenure Plan* for the following evaluation cycle (except in the fourth cycle).

- **Tenure Evaluation Meeting:** the Tenure Evaluation Meeting shall be held between weeks fourteen (14) through fifteen (15) of the fall semester (inclusive) of each evaluation cycle, after the Tenure Review Meeting. The tenure candidate shall not attend. At this meeting, the TRC shall evaluate the candidate on each of the five Criteria for Evaluation, and complete the *Tenure Review Committee Report*.

  The *Tenure Plan*, the *Tenure Review Committee Report* and any *Corrective Action Plan* must be finalized and approved by the TRC at this meeting. However, clarifying details may be added to the *Tenure Plan* and the *Tenure Review Committee Report* so long as they are finalized within three (3) business days of the meeting and approved by the TRC. As part of the *Tenure Review Committee Report*, the TRC shall determine a

recommendation regarding reemployment or tenure (including early tenure). Decisions must be based solely upon factors and information present in the cumulative evaluation packet. Information received from individuals outside the TRC may not be considered, except as part of the *D/WG Report*.

The TRC chair shall provide the *Tenure Plan* and *Tenure Review Committee Report* to the tenure coordinator within three (3) business days after the tenure evaluation meeting. Within three (3) business days thereafter, the tenure coordinator shall upload a copy to the candidate's portfolio and forward the original *Tenure Review Committee Report* to Human Resources. Human Resources sends the *Tenure Review Committee Report* to the candidate to review and sign, uploads the signed copy to the candidate's portfolio, and provides a signed copy to the appropriate vice president ~~who will send it to the~~and superintendent / president.

The candidate has the right to initiate a written response to the *Tenure Review Committee Report* within ten (10) calendar days following receipt of the report for acknowledgement and signature. Any written response shall be signed and dated by the faculty member. The response will be attached to the *Tenure Review Committee Report* and placed in the candidate's personnel file.

H.2.9 Corrective Action Plans for Tenure Candidates

Concerns raised during evaluation will generally be addressed in the *Tenure Plan* and by adding options to the *Tenure Plan*. However, in cycles one through three the evaluating members of the TRC shall develop a *Corrective Action Plan* during the tenure evaluation meeting if a majority of the TRC members determine that all of the following conditions are met:

(1) a substantial deficiency exists in relation to one or more of the Criteria for Evaluation;
(2) the deficiency represents a significant barrier to tenure; and
(3) the deficiency is not likely to be remedied during the probationary period through the addition of options to the *Tenure Plan*.

All C*orrective Action Plans* must be reviewed by the Vice President of Human Resources or designee and the Faculty Assembly president or designee, who may consult with members of TREC as appropriate. *Corrective Action Plans* shall provide an indication of existing barriers to tenure along with steps to be taken to resolve the issues. They shall also include a timeline by which the TRC's expectations are to be met. Failure by the tenure candidate to fully correct the concerns expressed in a *Corrective Action Plan* in the time allotted by the TRC may result in a recommendation not to offer further contracts or to deny tenure.

The TRC may make a recommendation not to offer rehire or deny tenure even in the absence of a *Corrective Action Plan*.

H.2.10 Early Tenure Option

- **Statement of Intent:** Candidates interested in applying for early tenure must include the *Statement of Intent to Seek Early Tenure* in their first-cycle evaluation packet along with evidence that they have met the early tenure eligibility requirements identified below. TREC will review and provide a determination of eligibility to apply for early tenure by week six (6) of the spring semester of the second evaluation cycle.

- **Eligibility:** Tenure candidates are eligible to apply for early tenure at the end of their second evaluation cycle only if both of the following conditions are satisfied:

    - The candidate was granted or has been recommended for tenure in a similar position at an institution of higher education with a defined review process; and
    - The TRC agrees that the candidate has demonstrated meeting to an extraordinary degree each of the district's five Criteria for Evaluation by a majority vote. In the absence of a majority vote, an early tenure option will not be exercised.

H.2.11 Appeals to TRC Recommendations

The tenure coordinator shall inform the tenure candidate of the TRC's tenure or rehire recommendation in person or by phone within two (2) business days from the date the recommendation is made by the TRC. The same day, the tenure coordinator shall notify the tenure candidate in writing of the TRC's recommendation. If the recommendation is not to offer another contract or not to grant tenure, the notification shall inform the candidate of their right to appeal any such recommendation. A copy of the notification must be sent to the TREC chair and Human Resources (evalsupport@miracosta.edu).

Appellants shall complete an appeal form and submit it to the TREC chair and Human Resources (evalsupport@miracosta.edu) within ten (10) calendar days of the written notification of the TRC's recommendation that generated the appeal. The tenure candidate may consult with the Faculty Assembly president or designee or Vice President of Human Resources or designee regarding the appeals process.

The grounds for appeal to ARC are:

- Failure to adhere to the tenure review or evaluation process; or
- Failure to adhere to the tenure review or evaluation timeline; or
- To break a tie vote of the TRC; or
- In the case of a TRC recommendation not to rehire or to deny tenure in the absence of a Corrective Action Plan.

Within three (3) business days of receipt of the appeal form, ARC shall request the tenure candidate's complete portfolio for review. ARC members, including alternates, shall each individually review the appellant's portfolio, except that ARC members who also served as a voting member on the TRC of the appellant shall not participate in the review or hearing.

ARC hearings shall be held by the end of the second week of the spring semester. All five (5) ARC members or their alternates must be present at any hearing or review.
The hearing shall provide the opportunity for the appellant and the TRC to present all necessary information in support of their position.

Both the appellant and a representative chosen by the TRC have the right to provide a personal presentation of their case to ARC. The position of each party shall be heard separately. The appellant has the right to have a peer representative present in this meeting if they so desire, and this person shall be an observer. The representative of the TRC shall be accompanied by a separate member of the TRC, and this person shall be an observer.

Immediately following the hearing, ARC shall meet without the candidate or TRC representatives present to discuss and make their recommendation to either uphold or overturn the TRC recommendation. The primary basis for ARC's recommendation shall be its determination as to whether the evaluation procedures specified in this Agreement have been properly followed. In making decisions, ARC shall give due consideration to the recommendations of the TRC. In reviewing the candidate portfolio, each TRC member's input shall be afforded equal consideration. ARC may not consider the opinions of the TRC chair, dean, or any faculty peer as more or less important than that of other TRC members.

ARC's recommendation shall be made by consensus whenever possible. When consensus is lacking, a vote shall be taken and recorded. In the event of a tie, each committee member shall prepare their own recommendation which shall be submitted to the superintendent/president or designee for a final decision.

The ARC chair shall record the committee's recommendation on the appeal form. The form shall be transmitted to the superintendent/president.

H.2.12 Grievance Procedure for Contract Decisions

Contract faculty members who wish to challenge a decision not to grant a second or third contract proceed to a hearing in accordance with Education Code § 87740, which is before an Administrative Law Judge appointed by the Office of Administrative Hearings.

H.3.0 EVALUATION OF TENURED FACULTY

Each tenured faculty member (TFM) shall be notified that they are scheduled to be evaluated by the end of week two of the semester preceding the evaluation by Human

Resources. Human Resources shall also send a reminder to the TFM by the end of the first week in the academic semester of the evaluation. The evaluation shall be based primarily on activities and observations since the last evaluation period.

The TFM shall be evaluated in the performance of the duties as part of their regular job responsibilities. In the event that a TFM is reassigned for fifty percent or more of a contractual load, or on special assignment, the PRC may request to observe or survey overload assignments to satisfy the standards of evaluation under this Article.

H.3.1 Peer Review Committee (PRC) Composition

The peer review committee (PRC) is responsible for evaluating the TFM in accordance with the Criteria for Evaluation.

The PRC consists of one (1) tenured faculty peer, the elected department chair, and the appropriate dean, who are voting members. The TFM may request up to two (2) additional tenured faculty peers to serve on the PRC, who are non-voting members. The TFM is responsible for selecting tenured faculty peer(s) from their discipline or closely related discipline in consultation with the appropriate dean. If an online class will be observed, the TFM should consider including a peer or peers who have been certified to teach online.

If the TFM works in more than one department, the department chair shall be the chair where the TFM is primarily assigned, unless an exception is granted by the appropriate dean. If the TFM is the department chair, two (2) tenured faculty members from the discipline or closely related discipline must be selected to serve on the PRC, so that the committee consists of three (3) members. If there are no tenured discipline peers in the district, the dean may authorize the use of a discipline consultant from outside the district.

Except in unusual circumstances, a TFM should not serve on the PRC of a tenured faculty peer during the same academic year. In addition, a TFM should seek a wide variety of faculty perspectives and strive for a varied PRC composition in subsequent evaluation cycles.

The TFM selects the PRC chair and will notify the dean for their review and approval. The dean is responsible for ensuring the evaluation process is conducted in a manner consistent with established timelines and with Article H of the contract. The PRC chair is responsible for completing the *PRC Report* along with any *Corrective Action Plans.*

The continuity of the PRC shall be maintained to the greatest extent possible. However, if extenuating circumstances exist, and a member of the PRC is unable to continue to participate on the committee due to a leave, resignation, retirement, or any other reason, the following shall apply: the appropriate vice-president shall select the replacement of a dean unable to serve, the department shall select the replacement of a department chair

unable to serve, and the TFM shall select the replacement of the tenured faculty peer unable to serve.

H.3.2 Components of Evaluation for Tenured Faculty Members

The evaluation of the TFM shall consist of the following components:

- Classroom or worksite observation
- Student surveys or SGIDs, or Constituent Surveys, as appropriate
- Flex Transcript
- *Self-Study*
- Documents relevant to the assignment, including two syllabi and 2-3 representative work products relevant to the Criteria for Evaluation.

PRC members may also submit an optional *Individual PRC Report* as specified in section H.3.6 below.

H.3.3 Evaluation Schedule Report

By the end of week three of the academic semester of the evaluation, the TFM shall submit an *Evaluation Schedule Report* that documents the classroom or activity to be observed, including the name of the evaluator; their student/constituent survey selections, including any constituent lists; and the names of PRC members. The TFM shall retain the original report for their evaluation packet and submit a copy to Human Resources.

H.3.4 Classroom or Worksite Observations for Tenured Faculty Members

- **Requirements:** A PRC member, who shall be a discipline expert whenever possible, will conduct an observation of one class session or activity, including pre-observation and post-observation discussion, by the end of week nine of the semester. The observer shall complete an *Observation and Discussion Report* and submit it to the TFM by the end of week ten (10) of the semester. The observation should be representative of the TFM's assigned workload, identified goals, and/or of various modalities over time.

    - Pre-observation discussion - A pre-observation discussion must occur between the evaluating PRC member and the TFM to discuss the specific objectives or goals the TFM will address at the class/activity to be observed. The pre-observation discussion may be in person, by phone, or email. The observer may request course/activity related documents and information, such as syllabi, sample exams, a Canvas tour, discussion of the learning management system, or other media used in the class section being observed. For non-classroom duties, samples of job-related projects and activities may be requested.

- Post-observation discussion - A post-observation discussion must occur between the evaluating PRC member and the TFM to provide feedback concerning their observations as they relate to the criteria for evaluation. The post-observation discussion must occur within one (1) week of the observation.

- Observation and Discussion Report - the PRC member who completes the observation must complete an *Observation and Discussion Report*. Only documents provided to the PRC member during the pre-observation discussion, observation, or post-observation discussion may be attached to the report. By the end of week ten (10), the observation shall be complete, and the observer shall send the *Observation and Discussion Report* to the TFM for inclusion in the evaluation packet.

- **Additional observations:** Additional classroom or worksite observations may be performed at the request of the TFM.

  - Dean's observation: The dean may observe the TFM in any of the following circumstances:
    - At the request of the TFM;
    - As the result of repeated and/or serious student complaints;
    - As part of a Corrective Action Plan; and/or
    - As part of an off-cycle evaluation under Article L.3.0.

- **Online Observations:** Observation of online assignments may take place if they are part of the TFM's assigned contract load. The observation length should be at least fifty (50) minutes and does not have to be consecutive in nature.

  - Classroom Faculty - An online observation will include at least one of the following two approaches below, as selected by the TFM, to be used during a week-long observation timeframe:

    - The TFM must authorize student-level access to the evaluating PRC member. The observer may log into the online course and navigate the course.

    - The TFM and evaluating PRC member may schedule a meeting when both parties can access the online course. During this meeting, the TFM may demonstrate and explain the online course to the observer.

  - Non-classroom Faculty - The TFM and evaluating PRC member shall mutually agree upon an appropriate activity to be observed. As appropriate to the selected activity, the TFM may need to obtain advance approval of a student for the observer to participate in the activity.

H.3.5 Student/Constituent Surveys for Tenured Faculty Members

The timing of surveys may be scheduled over a period time (i.e., range of weeks) and not on a specific day. Surveys shall be completed by the end of week nine (9) of the semester; faculty with late start or eight week courses that begin in the second half of the semester are allowed an extension to the end of week eleven (11) to complete their surveys, if needed. The TFM may not administer or collect their own surveys.

- **Classroom Faculty:** a *Student Survey of Classroom Instruction* will be administered in three (3) courses during the evaluation period. As needed to meet the requirement, TFM may request to administer survey(s) in the semester prior to the evaluation period. The TFM may elect which courses will be surveyed, including at least two (2) separate preparations where possible. The district shall be responsible for distributing an electronic copy of the student surveys to all students in any course being surveyed.

    - A classroom faculty member with a non-teaching assignment that does not include substantial direct interaction with students may be surveyed using the *Faculty/Staff Survey of Non-Classroom Services* with the approval of the appropriate dean, in consultation with the appropriate vice president.

- **Non-classroom Faculty:** TFM's should seek to obtain a minimum of thirty-five (35) responses from the *Student Survey of Non-Classroom Services*. A TFM with non-classroom duties that do not include substantial direct interaction with students shall be surveyed using the *Faculty/Staff Survey of Non-Classroom Services* by submitting a list of at least thirty (30) individuals to be surveyed. In consultation with the PRC, the TFM may elect to survey additional individuals. The TFM may, in consultation with the appropriate dean, prepare a cover letter to accompany the survey; otherwise, a generic cover letter will be sent in its place. TFM's with atypical non-classroom faculty roles may employ uniquely designed surveys for constituents within or outside the district, with the approval of the PRC chair in consultation with the appropriate dean. The method of delivery for student surveys may be by point of service for individual or group contacts, or electronic.

- **Small Group Instructional Diagnosis (SGID):** In lieu of traditional student surveys, the TFM may elect for student/constituent feedback through a SGID. A SGID is an observation technique in which a team of two (2) members, who shall not be members of the PRC, lead students in one of the TFM's sections in a guided discussion. The team shall complete an *SGID Team Student Comments Report* and forward it to the TFM for inclusion in their evaluation packet.

H.3.6 Other Evaluation Components for Tenured Faculty Members

- **Individual PRC Report:** Any PRC member may include an *Individual PRC Member Report* describing their personal observations of the TFM that are relevant to the Criteria for

Evaluation. PRC members must submit the report to the TFM by the end of week ten (10) of the semester.

- **Flex Transcript:** To demonstrate their participation in professional activities since their last evaluation or granting of tenure, the TFM shall include a copy of their Flex transcripts.

- **Self-Study:** Each TFM shall compose a succinct self-study not to exceed three (3) pages using guided questions. TFMs should describe how they have met each of the five Criteria for Evaluation specified in section H.1.4. in the performance of their job functions. When reviewing the evaluation packet as a whole, the TFM should reflect on how they have met the five (5) major criteria in each evaluation cycle. The TFM may provide a distinctive means of emphasis on the various elements contained under each of the five (5) criteria as part of their reflection or additional elements created in relation to professional development goals. The self-study should document the TFM's involvement in institutional service, collegial governance, and participation in department or work group or program functioning.

  The self-study should also include a reflection that outlines contributions to diversity, equity, and inclusion on an individual, departmental or institutional level. TFMs shall also address recommendations from their most recent observation report, survey responses, and evaluation reports, including specific strategies for resolving any issues or concerns identified. In addition, they shall assess whether or not they have met the goals identified in the previous evaluation and identify future goals. The *Self-Study* must be submitted by the end of week twelve (12) of the semester with the evaluation packet.

- **Response Reports (Optional)**: TFM's may include responses to any *Observation and Discussion Reports*, *SGID Team Student Comments Report, or Peer Review Committee Reports*.

H.3.7 Submission of Evaluation Packet

By the end of week twelve (12) of the semester, the TFM is responsible for assembling an evaluation packet that includes:

- Previous evaluation reports with any attached *Corrective Action Plans* and *Reports of Completion;*
  - A recently tenured faculty member includes the *TRC Report* from the last evaluation cycle.
  - A TFM whose last final recommendation was "Satisfactory" includes the *PRC Report* and other reports from the previous evaluation.

- A TFM whose last final recommendation was anything other than "Satisfactory" includes all PRC reports received since the last recommendation of "Satisfactory."

- Sample Documents Relevant to the Assignment

  - Classroom Faculty - Syllabi from two (2) different current semester courses and 2-3 representative materials of the teaching and learning environment. The representative materials should have been developed since the last evaluation and demonstrate growth towards improved student learning, emerging or developing topics, or goals from the last evaluation.

  - Non-classroom Faculty - A description of duties performed, and 2-3 examples of work product related to duties performed, such as education plans, effective integration of instructional media relevant to the assignment, samples of job-related projects and activities, emerging or developing topics, or goals from the last evaluation.

  - Split Assignments - TFM's whose assignment includes both classroom and non-classroom duties will include materials as described above related to both classroom and non-classroom assignments in proportion to the assignment.

- The *Evaluation Schedule Report;*
- *Observation and Discussion Reports;*
- Student or constituent survey results, or *SGID Team Student Comments Report* (if applicable);
- *Individual PRC Reports* submitted to the TFM (if applicable);
- Flex transcript*;* and
- *Self-Study.*

The TFM shall upload the evaluation packet to their portfolio and notify the PRC members and Human Resources (evalsupport@miracosta.edu) that this has been completed. Human Resources will grant access to PRC members by the end of week twelve (12) of the semester. All PRC members shall review the packet prior to the Peer Review Meeting.

H.3.8 Peer Review and Evaluation Meeting

- **Peer Review Meeting:** by the end of week fourteen (14) of the semester, the TFM shall convene and lead the Peer Review Meeting at which the contents of the packet, including strengths and areas of growth, and the TFM's previous and future goals are discussed. All PRC members must be present to hold this meeting.

- **Peer Evaluation Meeting:** by Wednesday of week fifteen (15) of the semester, the PRC shall meet without the TFM present to determine an appropriate summary rating for the evaluation. The *Peer Review Committee Report* (*PRC Report*) and any *Corrective Action Plans* must be finalized and approved by the PRC within five (5) business days of this meeting.

  The PRC shall select one of the following evaluation ratings based on committee consensus.

  - Meets Expectations
  - Does Not Meet Expectations
    - Improvement needed—*Corrective Action Plan* prescribed
    - Unsatisfactory

  If consensus is not possible, the determination shall be made by the majority. The PRC may also request to consult jointly with a representative of the district and the Faculty Assembly during the deliberation process to discuss available options. The district representative and Faculty Assembly representative shall not also serve on ARC.

  PRC members shall examine and sign the PRC Report.

- **Peer Conversation Meeting:** If the PRC identifies substantial concerns at the Peer Evaluation Meeting, the PRC shall hold a follow-up meeting with the TFM to discuss these concerns, and when appropriate, gets input from the TFM regarding the *Corrective Action Plan*. Updates to the *Corrective Action Plan* may be made at this meeting upon consensus of the PRC. If consensus is not possible, the decision shall be made by majority vote.

All *Corrective Action Plans* must be attached to the PRC Report and specify a date by which the terms of the plan shall be completed. *Corrective Action Plans* shall have a minimum completion time of sixty (60) days and a maximum completion time of six (6) months. When appropriate, a *Corrective Action Plan* can be extended for an additional six (6) month period upon the recommendation of the PRC.

The chair of the PRC shall forward the PRC Report to Human Resources where it will be securely stored. The TFM shall receive a signed copy of their PRC Report. A copy of the completed evaluation will be placed in the TFM's personnel file. The TFM has the right to initiate a written response to the evaluation within ten (10) business days following receipt of the PRC report. Any written response shall be signed and dated by the faculty member. The response will be attached to the evaluation report and placed in the faculty member's personnel file.

H.3.9 Corrective Action Plans for Tenured Faculty Members

Faculty shall be notified of performance that is unsatisfactory or needs improvement. Evaluations shall enumerate the problem area or areas with specific suggestions for improved performance, and the faculty employee shall be allowed sufficient time to achieve satisfactory performance. *Corrective Action Plans* shall be written and implemented by the PRC to provide guidance to the TFM in correcting notable problems in any area of evaluation.

- **Corrective Action Plans:** If the TFM receives an evaluation rating of Does Not Meet Expectations – Improvement Needed, the PRC shall prescribe a *Corrective Action Plan*. The PRC shall also direct the TFM to undergo the evaluation process during the next regular academic semester as related to the areas of improvement noted in the *Corrective Action Plan*. A copy of the evaluation packet must also be forwarded to the appropriate vice president for review.
    - If substantial areas of concern still exist at the completion of a *Corrective Action Plan*, the PRC may choose to extend the existing plan, write a new one, or rate the TFM as Unsatisfactory.
    - If a *Corrective Action Plan* has been completed in the previous evaluation cycle and problems persist, the PRC may determine that an evaluation rating of Does Not Meet Expectations – Unsatisfactory is appropriate.
    - An evaluation rating of "Unsatisfactory" may only be made after a *Corrective Action Plan* has been provided to the TFM and after this form of assistance has proven to be unsuccessful.

Each plan should identify specific problem areas, offer concrete suggestions to remedy the problem(s), and specify ways in which success will be measured. These plans should also include a timeline for completion. If appropriate, help from resources both inside and outside the college may be sought to remedy the identified areas of concern. All *Corrective Action Plans* must be reviewed by the Vice President of Human Resources or designee and the Faculty Assembly president or designee, who may consult with members of TREC as appropriate.

The TFM shall carry out the terms of any *Corrective Action Plan* by the date specified in the plan. The TFM shall then schedule and lead a meeting with the PRC to discuss whether or not the plan was successfully completed. Following the meeting, the PRC chair shall complete the *Corrective Action Plan Report of Completion*.

The reports of completion shall be included in the TFM's portfolio and a copy shall be forwarded to Human Resources. The TFM shall sign any reports of completion and may attach a written response statement within ten (10) business days following receipt of the report.

H.3.10 Appeals for Tenured Faculty Members

A TFM may appeal the PRC's recommendation of Does Not Meet Expectations – Improvement Needed (*Corrective Action Plan* prescribed) or rating of Unsatisfactory.

Appellants shall complete an appeal form and submit it to the TREC chair and Human Resources (evalsupport@miracosta.edu) within ten (10) calendar days of the written notification of the PRC's recommendation that generated the appeal. The TFM may consult the Faculty Assembly president or designee or Vice President of Human Resources or designee ~~TREC chair~~ regarding the appeals process.

Within three (3) business days of receipt of the appeal form, ARC shall request the TFM's complete portfolio for review. ARC members, including alternates, shall each individually review the appellant's portfolio, except that ARC members who also served on the PRC of the appellant shall not participate in the review or hearing.

ARC hearings shall be held by the end of the second week of the academic semester following the submission of the appeal. All five (5) ARC members or their alternates must be present at any hearing or review.

The hearing shall provide the opportunity for the appellant and the PRC to present all necessary information in support of their position.

Both the appellant and a representative chosen by the PRC have the right to provide a personal presentation of their case to ARC. The position of each party shall be heard separately. The appellant has the right to have a peer representative present in this meeting if they so desire, and this person shall be an observer. The representative of the PRC shall be accompanied by a separate member of the PRC, and this person shall be an observer.

Immediately following the hearing, ARC shall meet without the appellant or PRC representatives present to discuss and make their recommendation to either uphold or overturn the PRC recommendation. The primary basis for ARC's recommendation shall be its determination as to whether the evaluation procedures specified in this Agreement have been properly followed. In making decisions, ARC shall give due consideration to the recommendations of the PRC. In reviewing the appellant's portfolio, each PRC member's input shall be afforded equal consideration. ARC may not consider the opinions of the dean or any faculty peer as more or less important than that of other PRC members.

ARC's recommendation shall be made by consensus whenever possible. Where consensus is not possible, decisions shall be made by majority vote.

ARC may modify or augment *Corrective Action Plans* to ensure clarity, fairness, and equitability in the evaluation process. In cases where ARC modifies or augments an *Corrective Action Plan*, the committee must provide substantial written rationale, and the chair of the committee must provide the PRC with specific written instructions for modification or development of the plan. Valid concerns expressed by the PRC must be

addressed by the *Corrective Action Plan*. The ARC chair shall record the committee's recommendation on the appeal form.

The chair of ARC shall notify the appellant and PRC of the outcome of any appeal. A copy of the appeal form, and any written rationale from ARC, shall be forwarded to Human Resources for inclusion in the appellant's personnel file.

H.3.11 Failure to complete evaluation process

In the absence of extenuating circumstances, any TFM who fails to complete the evaluation process within the prescribed timeline shall begin the process again in the immediate subsequent semester. Failure to complete the entire process shall result in the TFM's salary being frozen at the existing salary step until such time as the evaluation process has been successfully completed. No retroactive step increase shall be granted.

H.4.0 TENURE REVIEW AND EVALUATION COMMITTEE

There shall be a Tenure Review and Evaluation Committee (TREC).

H.4.1 Composition of the Tenure Review and Evaluation Committee

The membership of TREC shall be as follows:

- Three (3) deans, appointed by the superintendent/president;
- One (1) tenured TREC chair, appointed by the Faculty Assembly president in consultation with the Academic Senate president, and confirmed by the Faculty Assembly Executive Committee;
- Eleven (11) tenured faculty members, appointed by the Academic Senate president and confirmed by the Academic Senate Faculty Assembly president and confirmed by the Academic Senate;
- Two (2) tenure candidates in the third or fourth cycle of tenure review, appointed by the Academic Senate president and confirmed by the Academic Senate.

At least two (2) faculty members appointed by the Academic Senate must be non-classroom faculty members. No more than two (2) members from the same department may serve on the committee at the same time.

If in any academic year the number of tenure candidates per tenure coordinator is greater than three (3), additional committee members may be appointed by the Academic Senate president.

The TREC chair shall not serve as a Tenure Coordinator, TRC chair, or PRC chair. Whenever possible, the chair shall have a minimum of one year's prior service on TREC. Reassigned time of 0.20 FTE per semester shall be provided for the chair of TREC. Upon mutual agreement between the district and the Assembly, this amount may be increased as

deemed appropriate (e.g., new evaluation language is negotiated, a large cohort of newly hired faculty, new training obligations, etc.).

All committee members are voting members, except for the chair. The chair shall only vote to break a tie.

Committee members serve for two-year terms and may be reappointed without term limits. Committee members shall participate in an initial training session and familiarize themselves with the provisions of this Article.

H.4.2 Responsibilities of the Tenure Review and Evaluation Committee (TREC)

TREC shall provide a global perspective in the tenure review process for tenure candidates and the evaluation processes for tenured faculty and temporary full-time faculty. TREC shall serve as a resource for faculty undergoing the tenure review or evaluation processes, as well as for TRC or PRC chairs and committee members. TREC may be consulted to provide procedural clarity throughout the tenure review and evaluation processes.

TREC facilitates best practices in the faculty evaluation process by serving as the recommending body to the district and Faculty Assembly regarding the tenure review and evaluation processes. TREC shall make recommendations regarding tenure and evaluation procedures, standards, evaluation calendars, and forms with the purpose of ensuring that faculty evaluations are clear, accurate, fair, and equitable.

The district will review any evaluation forms with the Faculty Assembly for consistency with the evaluation criteria and process as reflected in this Agreement prior to the implementation. This review does not apply to modifications that relate only to format, layout, or modality (e.g. paper vs. online forms).

TREC, in conjunction with the district, shall also facilitate the training of tenure candidates, TRC members, PRC members, and tenured faculty members undergoing evaluation. TREC shall serve an integral role in coordinating and facilitating Small Group Instructional Diagnosis (SGID) for faculty undergoing the tenure review or evaluation processes.

All tenured faculty members of TREC shall serve as tenure coordinators on one or more TRCs if appointed by the chair. Tenure candidates may not serve as tenure coordinators.

H.4.3 Process for Recommendations of the Committee

All standards, forms and procedures developed by TREC shall be submitted to the district and to the Faculty Assembly for approval. If there is a disagreement between the Faculty Assembly and the district on one or more of the standards, forms, or procedures

recommended by TREC, each of these shall become subjects for negotiation between the district and the Faculty Assembly.

The Faculty Assembly shall consult with the Academic Senate regarding any substantial change in the standards, forms, or procedures recommended by TREC.

H.5.0 APPEALS AND REVIEW COMMITTEE

There shall be an Appeals and Review Committee (ARC).

H.5.1 Composition of the Appeals and Review Committee

ARC shall consist of the following five (5) members:

- Two (2) administrators and one (1) alternate appointed by the superintendent/president;
- Two (2) faculty members and two (2) alternates appointed by the Faculty Assembly president in consultation with the Academic Senate president; and
- The chair of the Tenure Review and Evaluation Committee.

Upon receipt of an appeal from a tenure candidate, the superintendent/president, Academic Senate, and Faculty Assembly shall appoint their representatives to serve on ARC. Alternates shall serve in the event the appointed representative(s) are members of an appellant's TRC, PRC, or are unable to serve.

ARC shall appoint a chair selected from among its membership for each appeal. The chair of TREC may not also serve as the chair of ARC.

Committee members shall familiarize themselves with the provisions of this Article.

H.5.2 Responsibilities of the Appeals and Review Committee

ARC shall be responsible for ensuring that the tenure review process for probationary faculty and the evaluation process for tenured faculty and temporary full-time faculty is fair and equitable. The committee shall review all appeals to determine procedural adherence and ensure that the tenure review and evaluation processes meet general district standards.

In any appeal hearing, each member of ARC shall be objective in regard to the positions of both the appellant and the TRC.

In considering an appeal, committee members are responsible for reviewing all appeal-related documents, including the appellant's previous evaluations, as appropriate, to assess the TRC or PRC's recommendation and the appeal. ARC shall recommend to the

superintendent/president or designee to uphold or overturn the TRC's recommendation for the tenure candidate, and/or all potential remedies for process or timeline violations.

ARC may invalidate a faculty evaluation if substantial departures from the evaluation procedures prescribed in this Article are found to have prejudiced a fair and objective evaluation of the faculty member's job performance.

See section H.2.11 for the appeal process for tenure candidates and H.3.10 for tenured faculty members.

ARTICLE I: PROFESSIONAL DEVELOPMENT

I.1.0 PROFESSIONAL DEVELOPMENT PROGRAM

In accordance with sections 55720–55732 in Title 5 of the California Code of Regulations, the district has authorized participation in the state's Flexible Calendar Program to allow time for a structured professional development program. All full-time faculty teaching classes during fall and/or spring semesters are required to participate.

Professional development activities counting toward "flex" credit must be completed within the fiscal year, July 1 through June 30. Procedures, policies, guidelines, and deadlines for reporting such activities are developed and administered by the Professional Development Program Committee.

A. Each faculty member is required to maintain an electronic transcript that properly documents their required professional development activities.

B. Any faculty member who fails to complete their full contractual obligation or completes only a portion of the contract is subject to loss of pay.

See also sections C.1.3 and C.16.

I.1.1 "Flex" contract and "flex" transcript

Each faculty member must electronically submit their annual "flex" contract certification acknowledging their "flex" obligation by the end of the second week of the fall semester.

Faculty with "flex" obligations must fully document their electronic "flex" transcripts annually by June 1st of each fiscal year. The transcript shall contain both of the following elements:

1) Full and final documentation for all completed "flex" activities for the period July 1 to May 31 of the current fiscal year.

2) A projection of hours and activities to be completed during June of the current fiscal year. If the faculty member does not need to project hours in order to complete their obligation, this component of the transcript is not necessary. The faculty member acknowledges that these projected activities, should they be necessary to meet their obligation, must be completed and fully documented on the transcript by the annual June 30th deadline of the current fiscal year.

I.2.0 ENROLLMENT FEE REIMBURSEMENT

The following guidelines and criteria shall be followed in providing reimbursement to faculty members for enrollment fees paid for courses completed to further their professional development. In addition, faculty members may request tuition reimbursement for courses taken outside the district in lieu of departmental and staff development professional travel reimbursement.

1. All full-time faculty members are eligible to participate in the program.
2. Priority consideration shall be given for approving courses using the following criteria:
    a. Courses related to the current and/or projected duties of employment, including courses in Spanish, computer applications, first aid, and CPR.
    b. General and basic education courses (i.e., English, math, introduction to sociology, general psychology, etc.).
    c. Other credit courses not related specifically to professional development.
3. Course work must be taken at MiraCosta College unless the course is required for maintaining or upgrading skills for current position and is not offered at MiraCosta College within the twelve (12) month period for which the faculty member is requesting enrollment fee reimbursement. In such a case, enrollment-fee reimbursement will be limited to the cost of equivalent units at MiraCosta College, within the allowable limit.
4. No course will be considered for reimbursement if its content is part of the minimum requirements for the current position.
5. A faculty member must receive a minimum of a “C” grade or equivalent to receive reimbursement. If letter grades are not given for a course, a copy of the certificate indicating successful course completion or a letter of satisfactory completion signed by the instructor is required.
6. In order for a class to be considered for enrollment-fee reimbursement it must be scheduled during a time other than the faculty member’s regularly scheduled work hours. If the class is offered only during the faculty member’s work hours, the dean may approve a temporary work schedule change, which allows the faculty member to be off duty during the class hours and to make up the time missed during the same week.
7. Faculty members may not apply for enrollment-fee reimbursement for courses scheduled during times that they are scheduled to teach a class or have other specific work assignments.
8. No course will be considered for enrollment-fee reimbursement if it is to be used by the faculty member for salary enhancement (professional development or career incentive), “flex” credit, or for courses taken during sabbatical leaves.
9. Courses or seminars mandated and paid for by the district are not eligible for enrollment fee reimbursement, nor may any faculty member apply for enrollment-fee reimbursement for courses they wish to substitute for the mandated ones.
10. It is the responsibility of the faculty member to apply for enrollment-fee reimbursement and then to verify completion of coursework with an official transcript or the instructor’s signature prior to June 30 of the year in which the course was taken. Should the term for the course cross over the academic year or

the official transcript is not available prior to the June 30 deadline, the employee can request an extension to the timeline from Human Resources. No extensions shall be permitted beyond six (6) months from the original June 30 deadline.

11. Applications for enrollment-fee reimbursement must be received prior to the start of the term in which the class is to be taken. If the class approved is canceled and the faculty member must substitute a class, they must request and receive approval for substitution within two (2) weeks of substituting a different class.
12. Approval body for enrollment-fee reimbursement is the Academic Senate Salary Advancement Committee.
13. Completed approval forms must be forwarded to Human Resources. Upon completion of coursework, verification of satisfactory completion of class (i.e., transcripts) and a purchase request must be sent to Human Resources before enrollment-fee reimbursement occurs.
14. Human Resources will prepare and forward the purchase request for payment when verification is complete.

I.3.0 PROFESSIONAL DEVELOPMENT ALLOWANCE

In addition to travel funds provided through the Professional Development Program and other sources, the District shall provide an annual allowance of $1,500 per full-time faculty member per year to reimburse expenses associated with professional development activities designed to improve instructional outcomes or student support in accordance with AP 7160. This allowance may be applied to professional travel or tuition reimbursement, subject to the following provisions:

1. The department to which the greatest percentage of each full-time regular faculty member is charged shall be allocated $1,500 per faculty member annually.

2. Funds for professional development or tuition reimbursement may be transferred to another full-time faculty member outside of their department with the approval of the appropriate dean(s) and/or vice president.

3. Up to a maximum of $1,000 of the professional development allowance may be used for professional development expenses during sabbatical leaves.

4. All requests under this section are subject to approval by the appropriate dean or vice president through the regular business process.

I.4.0 MEMBERSHIPS IN PROFESSIONAL ORGANIZATIONS

Full-time faculty are encouraged to join professional organizations that help them remain current and/or strengthen their skills or grow professionally in their discipline or area of responsibility. The district will pay fifty percent (50%) of the cost of professional

organization dues for faculty members, up to a maximum of $250 per faculty member per year. Expenses related to certification or licensing requirements that are part of the minimum qualifications for a faculty member's position are not eligible for reimbursement.

The appropriate dean will determine whether a professional organization meets the requirements of this policy for faculty members. If the request is denied, the dean will provide the faculty member with a written rationale for the denial.

The district will provide a standardized form for faculty members requesting reimbursement for professional organization dues. The form shall include space for specifying how the membership supports the faculty member's contributions to the district.

Faculty members must submit the completed form to the appropriate dean for approval, along with receipt(s) or other documentation demonstrating proof of payment. Dues paid via payroll deduction will be deemed to have been paid at the conclusion of the deduction period.

I.5.0 TRAVEL

Attendance at meetings and conferences will normally be limited to those held within the United States. Travel outside of the United States must be approved in advance by the Board of Trustees.

In order to ensure district liability and personal coverage, district-related travel must have final approval two (2) weeks in advance by the appropriate chair, dean, and the divisional vice president or college superintendent/president. Extenuating circumstances must be approved by the appropriate vice president.

Without approved authority to travel, a faculty member is not authorized to be absent from work and therefore is not covered by liability insurance policies. Unauthorized travel will not be reimbursed.

Reimbursements/invoices must be for the faculty member only.

Travel-claim expenses will be reimbursed within fifteen (15) business days following submittal of the travel claim. If the travel advance exceeds the reimbursable expense, the faculty member will be notified and must reimburse the district within five (5) business days following notification.

ARTICLE J: FRINGE BENEFITS

J.1.0 BENEFITS PHILOSOPHY

Health, dental and vision coverage provided by the district are considered benefits of employment, not compensation. The district fully covers the cost of health, dental and vision insurance for eligible active and retired faculty and their eligible dependents.

J.2.0 HEALTH AND WELFARE INSURANCE COVERAGE

In accordance with the benefits philosophy described in section J.1.0, the district shall provide an insurance benefit package for all full-time faculty and their eligible dependents. Full-time faculty shall remain eligible for this benefit package when unbanking load, when working on a reduced load, or when on sabbatical or other approved leave.

Effective 7/1/2025 the portion of the premium paid by the district shall be limited to a maximum contribution of $37,432.92; this amount includes the costs of (a) medical premiums, (b) dental premiums, (c) vision premiums, (d) non-discretionary benefits – [base life insurance, long term disability, and flex account administration fee], and (e) voluntary benefits. Thereafter, the maximum contribution shall automatically be increased to cover the cost of premium renewal rates by an amount not to exceed 10% in each successive year. If the annual premium renewal rates represent an aggregate increase of more than 10%, the district and the Assembly agree to immediately reopen negotiations on this Article.

Since district insurance carriers and benefits may change from time to time, and since employee benefits are reviewed and modified on a regular basis, details of the benefits plan are not included in this Agreement, but details are periodically (at least once per year) distributed to all faculty members through the Human Resources office. Benefits allocated to a full-time faculty member shall be through agreement between the Assembly and the district.

J.2.1 Health and Welfare Insurance Coverage for Retired Full-Time Faculty Members

The district will provide health and welfare coverage for the eligible retired full-time faculty members and any eligible dependents at the same level and on the same basis as that of active full-time faculty members (with the exception of disability and accident insurance) from the age of retirement from the district until the retiree is Medicare eligible at age 65.

To be eligible to participate in this plan, a faculty member must have reached age fifty-five (55) by June 30 of the fiscal year in which their retirement is effective and have been continuously employed in a permanent, full-time, benefit-eligible position a minimum equivalent to ten (10) fiscal or school years (dependent upon their assignment with the district).

Once eligible, the faculty member is assured of program continuation until they are Medicare eligible at age sixty-five (65), full length of the program, waiver, or death, whichever occurs first.

Post-65 Benefits:

The Post-65 benefit program is a district paid supplemental health plan for Medicare-eligible retirees and their spouse/domestic partner. It is available to retirees covered under the active employee health benefit plan once they reach eligibility for Medicare at age 65. It is also available to active employees age 65 or older who have completed a minimum of 10 years of continuous service in a permanent, full-time, benefit-eligible position with the district as of June 30 in the year in which they retire.

The Post-65 benefit program allows for the reimbursement of standard premiums for Medicare Part B, Kaiser Senior Advantage under Part C, a Medicare drug plan under Part D, and/or Medicare Supplement Insurance (commonly referred to as Medigap). Copays, coinsurance, deductibles, excess charges, fees, and other out-of-pocket expenses are not eligible for reimbursement. Any Income-Related Monthly Adjustment Amount is also not eligible for reimbursement under this program.

The Post-65 benefit program provides $2,500 per calendar year for the retiree and $2,500 per calendar year for their Medicare-eligible spouse/domestic partner once the retiree reaches age 65. Premium reimbursements shall not exceed $2,500 per calendar year for any individual. The total premium reimbursement for the retiree and their Medicare-eligible spouse/domestic partner shall not exceed $5,000 per calendar year.

Premium reimbursement is available for the retiree and their Medicare-eligible spouse/domestic partner until the retiree turns age 75 or dies, whichever comes first. There is no survivor benefit.

If the age of Medicare is eligibility is changed from 65, the parties agree to reopen this Article to discuss modifications.

ARTICLE K: SEPARATION FROM EMPLOYMENT

K.1.0 RETIREMENT SYSTEM(S)

All regular (tenured) and contract (untenured) faculty must become members of the State Teachers Retirement System unless, prior to employment as an academic employee, they belonged to the Public Employee's Retirement System and desire to remain in that system.

Contributions to the State Teachers Retirement System are based on rates established by the State Retirement Board. Contributions are withheld from salary payments made to a qualified employee.

K.2.0 REDUCED WORKLOAD

In accordance with Education Code sections 87483, 89516, faculty may be allowed to reduce their workload and receive full ~~STRS~~ service credit provided that they meet the qualifications described below:

- The faculty member must have reached the age of fifty-five (55) prior to the ~~reduction in workload~~ first day of the academic year that the reduction in workload is in place. Examples: A classroom faculty member who turns age 55 in July of 2028 could submit an application in March 2028 to be approved for a reduced workload effective August 2028. A non-classroom faculty member who turns 55 in June 2028 could submit and be approved for a reduced workload to be effective in July 2028.
- The faculty member must have been employed in a full-time position requiring certification for at least ten years, of which the immediately preceding five years were full-time employment at the district. Sabbaticals and other approved leaves do not constitute a break in service. Such leave, however, is not used to compute the requirement of five years of full-time service prior to entering the program.
- The minimum part-time employment level, averaged over the academic year, shall be the equivalent of at least half of the number of days of service required by the contract of employment during the last year the faculty member served in a full-time academic position. Faculty members on the reduced workload program shall work for the duration of the reduction, as mutually agreed by the faculty member and the district, at a minimum:
    - 100% of one semester and 0% of the other semester, or
    - 50% each semester, or
    - Any assignment that will average 50% or more for two (2) semesters of the academic year.

  Faculty members on the reduced workload program shall meet their other contractual obligations in direct proportion to their workload. Faculty members on reduced workload shall not be eligible for overload assignments.
- Salary shall be a pro-rata share of the salary that would have been earned had the faculty member not elected to enter the reduced workload program. The salary received must be at least half the salary the member would have earned on a full-time

basis.
- The faculty member shall retain all rights and benefits for which payments are made that would be required if employed full-time, including health and retirement.
- The reduced service agreement may be reviewed and updated on an annual basis by the Board of Trustees.
- Participation in the reduced workload program shall be initiated at the request of the faculty member and can be revoked only with the mutual consent of the district and the faculty member. A qualified faculty member must apply for the reduced workload program on or before March 1st for the following academic year. Exceptions to this deadline may be granted by the appropriate vice president.
- The faculty member may participate in the plan for a maximum of ten (10) years.

K.3.0 REINSTATEMENT AFTER RESIGNATION

A resignation by a contract employee shall be considered a break in service. Reinstatement shall be under the same conditions as other entering employees.

Regular (tenured) academic employees who resign and who are reinstated within thirty-nine (39) months after the last day of paid service shall have the period of resignation disregarded as a break in service.

K.4.0 INCENTIVE FOR EARLY NOTICE OF RETIREMENT OR RESIGNATION

Any faculty member who notifies the district of their intent to retire or voluntarily resign at the end of the current academic or fiscal year by September 1 will receive a $1,000 notification bonus. Payment will be made with the first payroll following the faculty member's retirement or resignation date.

K.5.0 DISMISSAL OR SUSPENSION

Refer also to California Education Code sections 87666-87681, 87732, and 87740.

Contract (untenured) and regular (tenured) employees may be dismissed or suspended by the Board of Trustees upon the recommendation of the superintendent/president or designee for causes as provided by law.

The following are grounds for dismissal of employees:
- Immoral or unprofessional conduct.
- Dishonesty.
- Unsatisfactory performance.
- Evident unfitness for service.
- Physical or mental condition that makes them unfit to instruct or associate with

students.
- Persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the California Community College Board of Governors, or by the Board of Trustees.
- Conviction of a felony or any crime involving moral turpitude.
- Conduct specified in Government Code section 1028.

If the board decides to dismiss or discipline a contract or regular employee, it shall assure that each of the following has been satisfied:

- The faculty member has been evaluated in accordance with standards and procedures established in accordance with the provisions of Education Code sections 87660 et seq., and the administrative procedure for evaluation contained in this Agreement and the relevant Academic Senate handbooks;
- The board has received all statements of evaluation which considers the events for which dismissal [or penalties] may be imposed;
- The board has received a recommendation from the superintendent/president.
- The board has considered the statements of evaluation and the recommendations in a lawful meeting.

If the board decides it intends to dismiss or discipline a contract or regular faculty member, it shall take the actions required by the Education Code, and the superintendent/president or designee shall thereafter assure that the faculty member is afforded the full post-termination due process required by the Education Code sections 87666–87681, and 87740.

The superintendent/president or designee shall establish procedures that define the conditions and processes for dismissal, discipline, and due process and ensure they are available to employees.

K.5.1 Notice and Appeal

The district shall not act upon any charges of unprofessional conduct or unsatisfactory performance unless during the preceding term or half college year prior to the date of the filing of the charge, and at least ninety (90) days prior to the date of the filing, the faculty member against whom the charge is filed has been given written notice of the unprofessional conduct or unsatisfactory performance, specifying the nature of the conduct with specific instances of behavior and with particularity to permit the faculty member an opportunity to correct their faults and overcome the grounds for the charge. The written notice shall include the most recent evaluation of the faculty member.

If the Board of Trustees decides it intends to dismiss or discipline a contract or regular faculty member, a written statement, signed and verified, shall be delivered to the faculty member setting forth the complete and precise decision of the board and the reasons for the decision.

The written statement shall be delivered by serving it personally on the faculty member or by mailing it by United States registered mail to the faculty member at their last known address.

If the faculty member objects to the decision on any ground, the faculty member shall give written notice of the objection to the superintendent/president and the board within thirty (30) days of the date of the service of the notice.

Within thirty (30) days of receipt of the faculty member's demand for a hearing, the faculty member and the district shall attempt to agree upon an arbitrator to hear the matter. When there is agreement as to the arbitrator, a written confirmation of the agreement signed by the faculty member and an authorized representative of the district shall be entered into the records of the Board of Trustees. Upon entry of such confirmation, the arbitrator shall assume complete and sole jurisdiction over the matter.

If within thirty (30) days of the receipt of the faculty member's demand for hearing, no written agreement has been reached between the faculty member and the district regarding appointment of an arbitrator, the district will certify the matter to the California State Office of Administrative Hearings and request the appointment of an Administrative Law Judge.

Upon appointment, the arbitrator or the Administrative Law Judge shall conduct the proceedings in accordance with the California Administrative Procedures Act, except that the right of discovery shall not be limited to those matters set forth in section 11507.6 of the California Government Code, but shall include the rights and duties of any party in a civil action brought in a superior court. In all cases, discovery shall be completed prior to one week before the date set for hearing.

The arbitrator or Administrative Law Judge shall determine whether there is cause to dismiss or penalize the faculty member. If the arbitrator or Administrative Law Judge finds cause, the arbitrator or Administrative Law Judge shall determine whether the faculty member shall be dismissed, the precise penalty to be imposed, and whether the decision should be imposed immediately or be postponed.

No witness shall be permitted to testify at the hearing except upon oath or affirmation. No testimony shall be given or evidence introduced relating to matters that occurred more than four (4) years prior to the date of the filing of the notice. Evidence of records regularly kept by the district concerning the faculty member may be introduced, but no decision relating to the dismissal or suspension of any faculty member shall be made based on charges or evidence of any nature relating to matters occurring more than four (4) years prior to the filing of the notice.

The decision of the arbitrator or Administrative Law Judge will be made in writing and provided to all parties.

Faculty members will be notified in compliance with any timelines required by the Education Code:

- March 15: Deadline for the superintendent/president or designee to give the board and the faculty member written notice of the recommendation not to re-employ and stating the reasons therefore.
- May 15: Deadline for the board to notify the faculty member in writing that the faculty member's services will not be required for the ensuing year.

K.6.0 REDUCTION IN NUMBER OF PERMANENT EMPLOYEES

Whenever a particular kind of service is to be reduced or discontinued, the Board of Trustees may terminate the services of not more than a corresponding percentage of the employees of the district, regular (tenured) as well as contract (untenured), at the close of the school year preceding the year the reduction or discontinuance of service is to be effective; provided that the services of no regular faculty member may be terminated while any contract faculty member or any other faculty member with less seniority is retained to render a service for which the regular faculty member possesses a Faculty Service Area (FSA) designation.

See also Education Code section 87743.

K.6.1 Program Discontinuance, Retraining and Reassignment

Where program discontinuance will result in one or more tenured faculty members having less than a full workload, a retraining and reassignment plan and a timeframe for notifying affected faculty members will be developed during the recommendation process for program discontinuance.

If the Board of Trustees votes to accept a report and recommendation for program discontinuance, the affected full-time tenured faculty members will be offered the retraining and reassignment plan. If the affected full-time tenured faculty members choose to not accept this plan, Human Resources will notify affected full-time tenured faculty members of their employment rights and begin layoff procedures.

ARTICLE L: RIGHTS, RESPONSIBILITIES AND DUE PROCESS

L.1.0 ACADEMIC FREEDOM

~~The district and the Assembly agree to reopen this section for negotiation in 2025–2026.~~

~~The district and the Assembly agree to support and defend academic freedom of full-time faculty members, as set forth in Board Policy 4030.~~

Academic freedom is essential for the ability of faculty members to perform their professional duties. Academic Freedom ensures faculty members' rights and obligations of professional protection, autonomy, responsibility, and ethics. Faculty at the district have the following rights and responsibilities:

L.1.1 Professional Autonomy

Faculty have the right to professional autonomy. In accordance with the approved curriculum and the course outline of record, faculty members have the principal right and responsibility to determine the methods of instruction, pedagogical approaches, the planning and presentation of course materials through the various modalities offered, the fair and equitable methods of assessment, and the determination of student grades. Faculty have the right to study, investigate, present, interpret, or discuss the relevant facts and ideas within the assigned curriculum and course outline of record.

L.1.2 Respect for the Learning Environment

Faculty have a responsibility to uphold scholarly integrity, intellectual rigor, and disciplinary standards in teaching, research, and communication.

L.1.3 Participation in Governance

Faculty have the right to participate meaningfully in shared governance, including decisions on curriculum, institutional policies, faculty hiring prioritization and processes, and program review through the Academic Senate and shared governance structures. Faculty members accept their share of responsibilities for the governance of their institution.

L.1.4 Freedom of Expression

Faculty have the right to express their views on matters of public interest as private citizens, without institutional restraint, censorship or discipline, provided they distinguish between personal opinion and official representation of the district. When faculty speak or act as

private citizens, they should take reasonable steps to avoid creating the impression of speaking or acting on behalf of the college, particularly in public forums or publications.

L.1.5 Respect for Free Inquiry

As colleagues, faculty members have obligations that derive from common membership in the community of scholars. Faculty should reasonably respect and defend the free inquiry of colleagues, even when it leads to findings and conclusions that differ from their own. Faculty members acknowledge academic differences and strive to be objective in their professional judgment of colleagues. Faculty members also acknowledge that academic freedom gives students the right to express and to defend their views, to question, and to differ with the views of their instructors or the district without penalty, provided their expression does not disrupt instructional activities or violate district policies.

All faculty members must be mindful of the district's policies on ethical conduct (BP/AP 3050), diversity, equity, and inclusion (BP 3400), non-discrimination (BP/AP 3410), and equal opportunity (BP/AP 3420). The district will defend and support any faculty member who, while maintaining the high standards of the profession, finds their freedom of expression attacked or curtailed, as set forth in Board Policy 4030.

L.2.0 INTELLECTUAL PROPERTY

~~The district and the Assembly agree to reopen this section for negotiation in 2025–2026.~~

~~The following intellectual property provisions shall be interpreted consistent with other district policies, including but not limited to, the district's policy on academic freedom (Board Policy 4030), and federal and state statutes and regulations.~~

~~Human Resources and the Assembly shall each retain a copy of a *Sample Intellectual Property Rights Agreement*. This sample agreement shall not be modified except by mutual agreement.~~

~~**Definitions**~~

~~For the purposes of this section and its subsections, the following definitions apply:~~

~~"Administrative activity" means the execution of the district's management or administrative functions such as preparing budgets, policies, contracts, personnel management, printing course materials and catalogues, maintenance of computer data, long-range planning, and keeping inventories of equipment. Teaching and academic endeavors are not administrative activities.~~

~~"Author" or "creator" means an individual who alone or as part of a group of other creators invent, author, discover, or otherwise create intellectual property.~~

~~"District resources" means all tangible resources including buildings, equipment, facilities, computers, software, personnel, and funding.~~

~~"Course materials" are materials prepared for use in teaching, fixed or unfixed, in any form, including but not limited to, digital, print, audio, visual, or any combination thereof. Course materials include, but are not limited to, lectures, lecture notes, and materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, Web-ready content, and educational software.~~

~~"Course syllabus" means a document that includes information about the outline, standards for student evaluation, and additional information that reflects the academic work of the faculty member.~~

~~"Digital-encoded work" means a work (on a bit sequence) that can be stored on computer-readable media, manipulated by computers, and transmitted through data networks.~~

~~"Faculty member" means an individual employed by the district who develop intellectual property using district resources, unless there is an agreement providing otherwise.~~

~~"Intellectual property" means works, products, processes, tangible research property, copyrightable subject matter, works of art, trade secrets, know-how, inventions, and other creations the ownership of which are recognized and protected from unauthorized exploitation by law. Examples of intellectual property include scholarly, artistic, and instructional materials.~~

~~"Substantial use of district resources" means use of district resources beyond the normal professional, technology, and technical support generally provided by the district and extended to an individual or individuals for development of a product, project, or program. The use of district resources must be important and instrumental to the creation of the intellectual property. The following do not constitute substantial use of the district's resources: (1) incidental use of district resources and/or (2) use of district resources commonly available to district employees. A substantial use of the district's resources may be implicated in situations where the district provides the creator with a reduced workload at full compensation for the purpose of creating the item.~~

~~"Work" means an "original work of authorship fixed in a tangible medium" as used in the Copyright Act.~~

~~**Ownership of Intellectual Property.** The ownership rights to a creation at the district shall be determined generally as set forth below, unless ownership is modified by an agreement.~~

~~**Faculty Intellectual-Property Rights.** A faculty member who is the creator of an academic work in their field of expertise owns the copyright in that work. Academic works include~~

~~textbooks, lecture notes and other course materials, literary works, artistic works, musical works, architectural works, and software produced with no more than nominal or incidental use of the district's resources. Academic works described in this paragraph are owned by the faculty member, even though such works may have been developed within the faculty member's scope of employment.~~

~~The official course outline of record is the property of the college regardless of authorship. The individual expressions in the syllabus are the intellectual property of the author.~~

~~One electronic copy of each syllabus will be requested from faculty by the Office of Instruction for the following purposes:~~

- ~~A. Providing syllabi to students who request them for individual course articulation when the faculty member is unavailable.~~
- ~~B. Providing syllabi to authors of an accreditation self-study to demonstrate inclusion of Student Learning Outcomes and language that demonstrates the college's meeting of other accreditation standards and sub-standards.~~
- ~~C. Providing syllabi to visiting accreditation team members to demonstrate meeting of accreditation standards and sub-standards.~~

~~This particular electronic copy will only be used for the purposes outlined above.~~

~~However, paper or electronic copies of syllabi may be included in materials required for tenure review packets (see the Academic Senate *Tenure Candidate Handbook*). They may also be requested by department chairs and Academic Senate presidents for the purposes of evaluating student requests for grade changes (see Board Policy/Administrative Procedure 4231, Grade Changes), and by department chairs, deans, and members of the Grievance Hearing Committee for the purposes of settling a student grievance (see Administrative Procedure 5530, Student Rights and Grievances). In these cases, the requestor must obtain the syllabus via specific request to its faculty member or from the student in support of their grievance or request for change of grade.~~

~~Intellectual property unrelated to a faculty member's employment responsibilities at the district and that is developed on a faculty member's own time and without the district's support or use of district facilities is the exclusive property of the creator, and the district has no interest in any such property and holds no claim to any profits resulting from such intellectual property.~~

~~**District Intellectual-Property Rights.** The district owns all other intellectual property, including, but not limited to, patentable inventions, such as computer software, created by faculty members under the following circumstances:~~

1. ~~If intellectual property is created through the district's administrative activities by a faculty member working within their scope of employment.~~
2. ~~If intellectual property is created by a faculty member executing a duty or specific assignment designated by the district.~~

3. If intellectual property is created through the substantial use of district resources.
4. If intellectual property is commissioned by the district pursuant to a signed contract.
5. If intellectual property is produced within one of the nine categories of works considered works for hire under copyright law pursuant to a written contract.
6. If intellectual property is produced from research specifically supported by state or federal funds or third-party sponsorship obtained through the district.

Where circumstances give rise to district intellectual-property rights as described above, the creator of the potential intellectual property will promptly disclose the intellectual property to the district. The district and the creator may enter into a written agreement whereby the creator executes documents assigning intellectual property rights to the district.

The superintendent/president may waive the district's interests in its intellectual property by executing a written waiver.

L.2.1 Modification of Ownership Rights

The general provisions for ownership of intellectual property rights set forth previously may be modified by the parties as follows:

Sabbatical Works: Generally, intellectual property created by faculty members during a sabbatical is defined as an academic work. However, where a work to be created as part of an approved sabbatical plan requires resources beyond those normally provided to other employees during a sabbatical (substantial use of district resources), the parties may enter into a written agreement to define the district and the faculty member's intellectual property rights in the sabbatical work.

Assignment of Rights: When the conditions outlined in the sections on faculty intellectual-property rights are met, ownership will reside with the faculty member responsible for creating the intellectual property. In these circumstances, the creator may pursue intellectual-property protection, marketing, and licensing activities without involving the district. If such a decision is made, the creator is entitled to all revenues received.

Any person may agree to assign some or all of their intellectual-property rights to the district. In the event the creator offers to share or assign intellectual-property rights in the creation to the district, the district may support and finance application for intellectual-property protection (trademark, patent, or copyright) or it may enter into an agreement for other exploitation of the work, including management, development, and commercialization of the property under terms and conditions as may be agreeable to the parties. After evaluating the creator's offer, the district may or may not decide to become involved in a joint-investment agreement. A negative response from the district will be communicated in writing to the creator. An affirmative response from the district will be summarized as an offer to enter into a written contract. If the creator accepts the district's proposed contract, any revenues received from commercialization of the intellectual property will be distributed as defined in the contract.

Sponsorship Agreements: A sponsored work is a work first produced by or through the district in the performance of a written agreement between the district and a sponsor. Sponsored works generally include interim and final technical reports, software, and other works first created in the performance of a sponsored agreement. Sponsored works do not include journal articles, lectures, books, or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise. Ownership of copyrights to sponsored works shall be with the district unless the sponsored agreement states otherwise. Where a sponsorship agreement does not define ownership of the intellectual property, ownership shall be determined under applicable law. Any sponsorship agreement that provides for ownership of the work by one other than the district generally shall provide the district with a nonexclusive, worldwide license to use and reproduce the copyrighted work for education and research purposes.

Collaboration/Partnership Agreements: The district may participate in projects with persons/organizations that result in the creation of intellectual property. Ownership rights of such intellectual property will be defined by the collaboration/partnership agreement or shall be determined under applicable law.

Special Commission: Intellectual property rights to a work specially ordered or commissioned by the district from a faculty member, professional staff member, other district employee, or other individual or entity, and identified by the district as a specially commissioned work at the time the work was commissioned, shall belong to the district. The district and the faculty member shall enter into a written agreement for creation of the specially commissioned work.

Use of Substantial District Resources: In the event the district provides substantial resources to a faculty member for creation of a work and the work was not created under an agreement (such as a sponsorship agreement, individual agreement, or special commission), the district and the creator shall own the intellectual property rights jointly in proportion to the respective contributions made.

Encoded Works/Software for Administrative Activities: The district may hire an individual or entity to develop software or other encoded works to be used in the district's administrative activities. The district shall maintain ownership of the intellectual property rights in such encoded works. Similarly, the district shall have ownership of the intellectual property rights in encoded works created by a faculty member, even where the work was created out of the faculty member's own initiative if the work is related to the faculty member's job responsibilities. Where the faculty member creates a program that does not relate to their job duties and that program was created on the faculty member's own time, the work belongs to the faculty member.

Jointly Created Works: Ownership of jointly created works shall be determined by separately assessing which of the above categories applies to each creator, respectively. Rights between joint owners of a copyright shall be determined pursuant to copyright law.

Work Acquired by Assignment or Will: The district may acquire copyrights by assignment or will pursuant to the terms of a written agreement or testament. The terms of such agreements should be consistent with district policies and these procedures.

L.2.2 Materials Implicating Third Party Rights

Faculty members must comply with district policies and state and federal laws, including copyright and privacy laws, in creating works. Faculty members must obtain all required licenses, consents, and releases necessary to avoid infringing the rights of third parties. Faculty members with questions or concerns regarding third-party rights should direct all inquiries to the Vice President, Instructional Services.

L. 2.3 Intellectual-Property Coordinator

The Vice President, Instructional Services, shall be the district's intellectual-property coordinator. The coordinator shall administer this procedure and will implement the district's intellectual property policy. The coordinator will also monitor the development and use of the district's intellectual property. Any questions relating to the applicability of the district's intellectual property or this procedure may be directed and answered by the intellectual-property coordinator.

L.2.4 Preservation of Intellectual-Property Rights

Protection of Rights: The district shall undertake such efforts as it deems necessary to preserve its rights in original works for which the district is the sole or joint owner of intellectual property rights. The district may apply for a patent, for trademark registration, for copyright registration, or for other protection available by law on any new work in which it maintains intellectual-property rights.

Payment of Costs: The district may pay some or all costs required for obtaining a patent, trademark, copyright, or other classification on original works for which it exclusively owns intellectual-property rights. If the district has intellectual-property rights in a jointly owned work, the district may enter into an agreement with the joint owners concerning payment of such costs.

L.2.5 Commercialization of Intellectual Property

Right of Commercialization: The district may commercialize its intellectual property using its resources or it may enter into agreements with others to commercialize the work as authorized by law.

Distribution of Proceeds: A faculty member who creates a work and retains an intellectual property interest in such work in which the district maintains intellectual-property rights is entitled to share in royalties, licenses, and any other payments from commercialization of the work in accordance with applicable agreements and applicable laws. Any expenses incurred by the district in protecting and promoting the work, including costs incurred in

~~seeking patent or copyright protection and reasonable costs of marketing the work, shall be paid according to the prior agreement of the faculty member and the district.~~

~~**Intellectual Property Account:** Proceeds from intellectual property are general income to the district and should be disposed of as directed by the Board of Trustees through the budget-and-expenditure-approval process.~~

~~**Profits from Required Course Materials:** Faculty members should be aware that the Education Code and the California Code of Regulations provide that when students are required to provide or purchase instructional and other materials, such materials must be of a continuing value to the student outside of the classroom setting and should not be solely or exclusively available within the district. This would include course textbooks, packs, software, and other instructional materials (Education Code section 76365 and California Code of Regulations, Title 5, section 59400, et seq.). In addition, profiting by the instructor-of-record from sales of required course materials may also be in violation of district's policy and institutional code of ethics, which requires that faculty members avoid conflict of interests between their contractual obligations to the district and private business or personal commitments, including soliciting and selling services or products during the course of their regular work at the college (Administrative Procedure 3050). In accordance with district policy, no faculty member will profit from the purchase of required or suggested materials for courses for which they are the instructor-of-record. Materials authored by the instructor of record will be provided at cost, or the faculty member will be responsible for demonstrating to the Vice President, Instructional Services, that profits were donated to the MiraCosta College Foundation or other nonprofit entity.~~

~~*L.2.6 Notification*~~

~~The intellectual property coordinator shall provide a copy of these intellectual-property procedures to persons upon request. The district shall arrange training on a periodic basis for faculty, staff, and/or other persons who are covered by this intellectual- property procedure.~~

The district and the Assembly have a mutual interest in establishing an environment that fosters the creation of intellectual property by faculty members, and have agreed to the following provisions to establish, clarify and protect ownership rights to that intellectual property. The following language shall be effective the first day of Fall 2026.

L.2.1 Definitions

"Intellectual property" shall mean any instructional materials, any work, and any invention. Intellectual property may be created alone or as part of a group effort.

"Instructional materials" are those original materials a faculty member creates to perform their assignment including but not limited to syllabi, lectures, student exercises, tests,

classroom activities, illustrations, recordings, and presentations. Instructional materials may be created by a faculty member for delivery through any instructional medium.

A "work" is any original material, including but not limited to instructional materials, mathematical or scientific notations, works of art or design, dramatic or musical compositions, choreography, prose or poetry, and computer software, that is eligible for copyright protection. A work may be published in any enduring media, such as print or analog or digital recording media, or may exist in any tangible form, such as sculpture or a structure.

An "invention" is any original idea or discovery that is eligible for patent protection, including (but not limited to) a device, process, design, model, or strain or variety of an organism.

A "work or invention for hire" is one for which the faculty member has entered into a specific agreement to receive compensation from the district to create and/or contribute to the development of an intellectual property. For purposes of this Agreement, a District Work Authorization Form will indicate whether the work or invention for hire a) relinquishes all faculty ownership and royalty rights to the district or b) creates a Joint District-Faculty Member ownership.

"Extraordinary support" means financial support over and above the cost of the faculty member's normal compensation; office space, supplies, and equipment including computer equipment; telephone use; internet; mail and copy services; and the cost of acquiring and maintaining facilities and equipment (e.g., laboratories and laboratory equipment, musical equipment, recording studios) necessary for the faculty member's regularly assigned duties. Extraordinary support includes extra compensation or reassigned time for the specific purpose of creating intellectual property for the district's use, and the extra cost of providing clerical, technical, legal, creative services, or facilities and equipment leased or purchased specifically for the creation of works or inventions. Faculty's extensive use of district facilities, such as laboratories and laboratory equipment, musical equipment, recording studios, etc., outside of their regularly assigned duties for the creation of personal intellectual property also constitutes extraordinary support. The following do not constitute extraordinary support: (1) incidental use of district resources as contemplated by Administrative Procedure 7371; (2) extensive use of district resources commonly available to district employees, such as access to the library; and (3) salary paid to a faculty member during an approved sabbatical.

"Joint Faculty Intellectual Property" shall mean intellectual property that (1) is intentionally co-created by two or more faculty members; (2) reflects substantial, original contributions by each co-creator; and (3) is created with the mutual understanding that it is a collaborative work. Joint Faculty Intellectual Property does not include incidental edits, peer review feedback, or minor contributions on an existing piece of intellectual property.

"Voluntary Sharing" means the intentional provision of instructional materials by a faculty member to another faculty member for professional or instructional purposes. Voluntary Sharing does not include district-mandated submission of instructional materials for accreditation, evaluation, or other business-related purposes.

L.2.2 Copyright and Intellectual Property Ownership

Faculty Ownership

1. Faculty members will have ownership of any intellectual property, excluding works or inventions for hire where ownership rights have been shared and/or relinquished, created in connection with and in support of teaching courses or other duties as employees of the district.

2. Notwithstanding relevant provisions of the Copyright Act (Title 17, United States Code) and the Patent Act (Title 35, United States Code), except as described in L.2.3(1) under District Ownership below, the faculty member will have the exclusive property right to any and all intellectual property that is the original product of their mind, time, talent, and effort, including the right to all royalties from the distribution, lease, or sale thereof, and except as otherwise provided in this Article, the district waives any property right to any such intellectual property. Intellectual Property ownership may be subject to the specific terms if stipulated in any grant agreement. The district will have no claim of ownership to intellectual property produced by a faculty member under a grant awarded exclusively to that faculty member without participation by the district. Absent an agreement to the contrary, the district will have no claim of ownership to intellectual property produced by a faculty member during a sabbatical unless that intellectual property has been developed as a work or invention for hire.

3. No intellectual property will be treated as work or invention for hire unless the district has entered into a written agreement with the faculty member(s). In the absence of such an agreement, the intellectual property will be the property of the faculty member(s) who create(s) it. No faculty member will be involuntarily assigned to create a work or invention for hire.

4. Faculty members may create joint faculty intellectual property. Absent a written agreement stating otherwise, co-creators of joint faculty intellectual property shall hold equal ownership interests.

5. The district shall not utilize, and it will make good faith efforts not to allow, Generative AI to alter, manipulate, adapt, or otherwise use a faculty

member's intellectual property for any of the following reasons without the prior written consent of the faculty member:

a. Create derivative works based on a faculty member's instructional materials;
b. Generate modified, adapted, or enhanced versions of a faculty member's course content;
c. Replicate or simulate a faculty member's voice, likeness, teaching style, or persona; or
d. Train AI models.

L.2.3 District Ownership

1. Unless otherwise indicated on the Work Authorization Form or stated in a separate agreement between the district and faculty member, the district will have sole rights to and ownership of any intellectual property created as an agreed upon work or invention for hire or created or developed with "extraordinary support."

2. The district will own the copyright to any administrative work, such as a course outline of record, accreditation documents, official meeting minutes, Program Review, district Board Policy and Administrative Procedure, district handbooks, trainings developed as assigned or directed by the district, department chair functions and responsibilities, work performed as part of regularly assigned duties for special program coordinators, work performed as part of tenure review or evaluation committees, operational documents related to district and college governance committees, information brochure formally reviewed by the district for the purpose of inclusion in its curriculum, administrative or promotional material.

3. The district will have the right of "non-exclusive and royalty free license" to course content for a period of one year during and after course completion only for the purpose of allowing students to complete a course for which the content was created and when the faculty member is no longer available to complete the course. The district shall also have a non-exclusive and royalty free license to access instructional materials that are reasonably available to the district for legitimate business purposes, such as to resolve a grade appeal or dispute, award credit for prior learning, assist with transfer or articulation, an investigation, complying with accreditation or other legal requirements.

L.2.4 District and Faculty Member Ownership

1. One or more faculty members may enter into a separate agreement with the district for the creation of intellectual property, including intellectual property developed under a grant, requiring the use of extraordinary support from the district. Such agreements will be in writing, and will determine the respective ownership interest of the faculty member(s) and the district in that intellectual property.

2. If the creation of intellectual property requires rights (e.g., re-publication rights) to be acquired from third parties, such rights shall be acquired and paid for by the party who is to hold the ownership rights for that intellectual property. In a circumstance in which ownership rights for intellectual property are shared between the district and a faculty member or members, the cost of acquired rights will be shared proportionally to the amount of shared ownership.

3. At any time and upon mutual agreement, the district and a faculty member may enter into an agreement to allow for the faculty member to recover and thereafter retain the rights to exclusive ownership of faculty created intellectual property previously designated to be shared or relinquished to the district.

L.2.5 Faculty Sharing of Intellectual Property

1. A faculty member voluntarily sharing intellectual property with other faculty members shall not, by itself, transfer ownership or create joint ownership.

2. A faculty member may decline any request to share or copy their intellectual property for use by another faculty member without fear of disciplinary or other adverse action. The district protects faculty members from adverse actions in their employment because they declined to share their intellectual property. Adverse actions include, but are not limited to, actions adversely impacting working conditions or otherwise denying any employment benefit to the faculty member. Any faculty member who believes they have suffered an adverse action as described in this paragraph shall report such conduct to Human Resources.

3. As a condition of employment, faculty members understand they may be obligated to share instructional materials for accreditation, evaluation, or other business purposes including ensuring instructional materials that are posted on a learning management system are available for these purposes.

L.2.6 Faculty-District Affiliation

1. Faculty members who engage in publication or public presentation using any kind of media of works or inventions that they have created as a work or invention for hire or with extraordinary support from the district shall identify their relationship with the district.

2. The faculty member may request a district exemption from this requirement, and the district may agree to exempt the faculty member from identifying their affiliation with the district.

3. The district may require the faculty member not to identify their relationship with the district, and the faculty member will agree not to use the district's name, or will stop using the district's name as soon as practicable.

L.2.7 Profits from Required Course Materials

Faculty members should be aware that the Education Code and the California Code of Regulations provide that when students are required to provide or purchase instructional and other materials, such materials must be of a continuing value to the student outside of the classroom setting. If instructors elect to assign their own instructional materials, they should ensure availability, without charge, of at least 4 copies through MiraCosta's Library Reserve and/or on a restricted website.

L.3.0 INVESTIGATIONS, DUE PROCESS, AND DISCIPLINE

L.3.1 General Principles

Any action taken by the district toward a faculty member under this section shall not be arbitrary or capricious, and, in all cases shall be guided by the principles of due process and progressive discipline as appropriate to each circumstance.

It is anticipated and expected that all faculty members and the district, or representatives thereof, will be truthful, cooperative, and forthright during the investigation and discipline process. All parties will adhere to the highest standards of integrity and, to the extent possible, confidentiality throughout the investigation and disciplinary process.

Nothing in this section shall impede the ability of the district to provide direction, feedback, or guidance to a faculty member in the performance of their duties.

Nothing in this section shall waive or supersede the district's, Assembly's or faculty member's right to request and receive information and documents as allowed by the EERA, Education Code, or other law.

Nothing in this section shall reduce a faculty member's right to Assembly representation or any other representation allowed by law.

To the extent there is conflict between this section and a Board Policy or Administrative Procedure, the procedures outlined in this section shall prevail.

L.3.2 Exclusions

The following items shall not be subject to the provisions of this article:

1. Grievances filed under section L.5.0;
2. Tenure process, including the denial of tenure and/or the non-renewal of contracts for tenure candidates [see Article H];
3. Evaluation process for tenured faculty [see Article H];
4. Investigations or inquiries by any law enforcement department or agency in the discharge of their duties;
5. Notice of Unprofessional Conduct and/or Notice of Unsatisfactory Performance, often referred to as a 90-day notice, pursuant to Ed Code section 87734 [see Article K.5.0]; and
6. Compulsory suspensions pursuant to Education Code sections 87735 and 87736 [see Article K.5.0].

To the extent practicable, the district shall provide the Assembly with information related to situations involving numbers 5 and 6 above within 24 hours of providing notice to the affected faculty member.

L.3.3 Definitions

1. **Complaint.** A complaint is a concern, written or oral, brought to the attention of the district. A complaint may be brought forward by a student, other faculty members, classified staff, an administrator, or a third party, including any person who submits a complaint anonymously. However, it is understood a faculty member cannot be disciplined based solely on an unsubstantiated, anonymous complaint.

2. **Complainant**. A complainant is the person making the complaint to the district, including a person who does not disclose their identity. If the complainant later reveals their identity, the identity of the complainant shall be disclosed to the Assembly.

3. **Corrective Action**. The following items are considered corrective actions and not disciplinary actions: verbal counseling or written counseling memo, which may also include reasonable training, professional development, and/or an off-cycle evaluation.

4. **Discipline**. Written reprimands, suspensions or dismissals [see K.5.0] based on a violation of law or District Policy, or pursuant to sections 87732 and 87734 of the Education Code, are considered disciplinary action(s). The district will only discipline faculty by the means listed in this definition.

5. **Investigation.** An investigation is a district-initiated review of a situation involving a faculty member alleged to have engaged in misconduct. Investigations are conducted to determine whether a violation of district policy or procedure, local, state or federal law has occurred. Investigations may be initiated due to any of the following reasons: a complaint made by an identifiable author/person, a credible report of misconduct, manager observations, or other reliable sources of information.

6. **Investigatory interview.** The term "investigatory interview" is defined as a formal noticed face-to-face meeting, or any follow-up formal written communication, between the district's designated investigator and a respondent in which the respondent is asked questions regarding a complaint against the respondent and for which the district reasonably believes that if substantiated, disciplinary action may later be imposed. An investigatory interview is not a communication between a supervisor, manager or administrator and a faculty member in the normal course of business for the purposes of performance feedback, verbal or written counseling.

7. **Respondent**. A respondent is the person who is the subject of a complaint.

8. **Verbal Counseling**. A verbal counseling is an informal communication alerting a faculty member to a conduct or performance concern.

9. **Written Counseling**. A written counseling is an informal, written communication alerting a faculty member to a conduct or performance concern.

10. **Written Reprimand.** A written reprimand is a formal written communication informing a faculty member of a conduct or performance concern. A written reprimand shall include clear notice that it will be placed in the respondent's personnel file in ten (10) district business days, that the faculty member may submit a written response prior to placement in the personnel file, and any written response received will be attached to the written reprimand when it is entered into the personnel file.

L.3.4 Notice of Investigation for Misconduct Investigations

1. Upon receipt of a complaint, the district shall make an initial determination of whether the allegations in the complaint could rise to the level to violate district policy or procedure, local, state or federal law.

2. If the district determines that an investigation of the complaint is required, the respondent and Assembly shall be notified in writing. The written notification shall include:

    a. A description of the allegations in the complaint sufficient to allow for meaningful representation of the respondent including the name of the complainant(s), if known and as appropriate;
    b. The name of the person or company responsible for investigating the complaint;
    c. A statement that the district will maintain the confidentiality of the investigation to the greatest extent possible;
    d. A statement that no findings will be made prior to completion of the investigation;
    e. A statement regarding the district's prohibition against retaliation in accordance with Board Policy 3430; and
    f. A statement that the faculty member has the right to be represented by the Assembly or a representative of their choosing who may be present at all times during the investigatory interview and any follow-up sessions requested.

3. The delivery of the written notification to the faculty member should be in-person whenever possible, and the Assembly shall be notified of the time and place when respondent will be notified. The notification may also be sent via email and/or by registered or certified mail to the home address on file for the respondent, and the Assembly shall be copied on any such communication.

4. If, during the course of the investigation, additional allegations are discovered that substantially change the scope of the allegations under investigation, the respondent and Assembly shall receive a subsequent notification, no later than forty-eight (48) hours before the scheduled interview for the respondent, in accordance with the requirements outlined in paragraph 2 above.

5. Faculty members who are not the subject of the complaint, but are identified as witnesses or individuals having relevant information regarding the complaint, shall also be notified of their right to have Assembly representation. The Assembly shall be provided a general overview as to the role of the faculty member as a witness.

6. Every effort will be made to complete the investigation within ninety (90) days from when the district notified the respondent of the investigation. If the investigation is not completed within the ninety (90) day timeline, the district will provide the respondent and the Assembly with status updates, every ten (10) business days, on the progress of the investigation and the estimated date of completion. These updates may be communicated through email.

L.3.5 Investigation Interview

A respondent requested to be interviewed under this process will be reasonably consulted regarding their availability for the interview date and time as appropriate for the nature of the allegations. The respondent and the Assembly shall cooperate with the district to promptly schedule any such interview.

An investigatory interview shall not be scheduled for a date that is less than five (5) business days from the date on which the district served the faculty member with the notice meeting the criteria listed above. The respondent and the Assembly shall be informed of the scheduled interview date and time at least forty-eight (48) hours in advance. However, in exigent circumstances where the district must address serious allegations or events in order to protect persons from imminent injury or other substantial harm, the investigatory interview may take place at any time appropriate to the circumstances, provided the faculty member and their representative are provided written or oral notice of the allegations against them prior to questioning by the investigator.

If requested by the respondent, the initial investigatory interview shall be postponed for an additional working day to enable the respondent to secure representation, or if their representative is unable to proceed on the scheduled date. This section shall not apply in exigent circumstances where the district must address serious allegations or events in order to protect persons from imminent injury or other substantial harm.

The district must provide the Assembly with any prior statements of the respondent in the possession of or available to the district that relate to the subject matter of the interview.

Prior to the start of the interview, the district shall inform the respondent/faculty witness of their right to request a reasonable break during the interview to consult with their representative and/or obtain legal advice.

Either the faculty member or the person conducting the interview may request to record the interview. If a recording is made by the district or by the person conducting the interview, the faculty member and Assembly shall have the right to have a copy of the recording upon request. Any party making a recording must inform the other party and a record of the agreement will be made on the recording itself.

L.3.6 Notice Requirements for Paid Administrative Leave

The district has the discretion to place a respondent on a non-disciplinary, paid administrative leave during the pendency of an investigation in accordance with Education Code section 87623. This type of leave shall be imposed only where the district concludes that the alleged conduct includes:

a. acts of retaliation or intimidation;
b. acts of serious dishonesty or the destruction of property;
c. allegations which, if true, present a reasonable concern for the health or safety of others;

d. allegations which, if true, present a reasonable concern that the respondent's students are suffering educational harm;
e. allegations the nature of which require the immediate preservation of physical evidence which may be compromised if the respondent is not placed on leave; or
f. other conduct of a serious and substantial nature.

Upon request, the respondent shall be granted access to a copy of all of their emails and voicemails, up to and including the date they were placed on non-disciplinary paid leave. As appropriate to the circumstances, the district and FA will meet and confer on granting limited access to district systems for the duration of the leave.

When a respondent is placed on paid administrative leave, the district shall provide additional notice of leave in one of the following two ways.

1) **Non-emergency Situation:** At least two (2) business days prior to placing the respondent on an involuntary, paid administrative leave, the district shall provide the respondent and Assembly with written notification of the general nature of the allegations of misconduct upon which the decision to place the respondent on leave is based. The notice may also instruct the respondent to remain available to the district for questioning during the respondent's regular hours of work.

2) **Emergency Situation:** Where the district concludes that the specific allegations, if true, present a serious risk of physical danger or other necessity, the district may place the respondent on an immediate, non-disciplinary paid leave without prior notice. In such instance, the notice shall be provided to the respondent and Assembly within five (5) business days of the respondent being placed on the leave.

If applicable, the notice shall include an explanation of the circumstances under which the respondent may return to campus and the protocol for notifying the district of the request to enter district property.

As related to Ed Code section 87623, non-disciplinary paid leave includes all compensation and benefits to which the respondent would have received but for placement on paid leave.

L.3.7 Notice of Determination

1. Upon completion of the investigation, the complainant (when a faculty member), respondent (when a faculty member), and Assembly shall be notified of the outcome of the investigation in writing. The delivery of the written notification to the faculty member should be in-person whenever possible. The notification may also be sent via email and/or by registered or certified mail to the home address on file for the respondent.

2. When a complaint is substantiated through the investigation process, either in whole or part, appropriate corrective or disciplinary action may be taken in proportion to the severity of the offense.

3. The complainant (when a faculty member), respondent (when a faculty member), and the Assembly shall receive a written summary of the investigative findings for corrective action.

4. If the district intends to impose discipline on a faculty member, the Assembly and faculty member will be given the full complaint and investigatory report as the basis for discipline. The district may include a non-publication clause limiting the respondent's and Assembly's use of the report and complaint for representational purposes and the respondent's defense.

5. The district may redact portions of the investigation report to protect the identity of witnesses, prevent the disclosure of private information disclosed during the investigation not relevant to the determination, protect student records or information protected by the Federal Education Rights and Privacy Act ("FERPA"), or when there is a specific threat of retaliation. The district must provide notice of the proposed redactions, and meet and confer with the Assembly on requests regarding the applicability of the redactions.

6. Records related to wholly unsubstantiated complaints or complaints not resulting in disciplinary action, including the investigation report, shall be maintained in a separate investigation file in a secure location by Human Resources. These records shall remain separated from the respondent's personnel file for the period required by law or district policy.

L.3.8 Corrective Action and Discipline

Progressive Discipline: When problems arise in the performance of assigned duties and responsibilities, the district will make reasonable attempts to assist the faculty member in correcting these problems through the application of progressive discipline. Nothing herein shall limit the district's ability to combine or skip initial steps in the progressive discipline process depending on the nature and severity of the offense.

1. **Corrective Action**: Corrective actions include verbal counseling and written counseling memoranda. If a faculty member receives a written counseling memorandum, the document shall remain in the file of the immediate supervisor or maintained in a separate file in a secure location by Human Resources for a period not to exceed two (2) years. A faculty member shall be afforded an opportunity to review the Corrective Action Notice and submit a written response within ten (10) district business days, which will be attached to the Corrective Action Notice. The Corrective Action Notice, and any written response thereto, shall not be placed in

the personnel file of the faculty member unless further corrective and/or disciplinary action is required.

2. **Written Reprimand:** When a faculty member's presence is requested in an administrative meeting to receive a written reprimand, the district shall provide to the Assembly and the faculty member in writing, at least forty-eight (48) hours in advance:

    a. Notice of the date, time, and location of the meeting;
    b. The persons attending the meeting;
    c. The subject matter of the meeting;
    d. That the faculty member has the right of representation.

        i. If requested by the faculty member, the interview shall be postponed for an additional working day to enable the faculty member to secure representation.

        ii. This notice may be by email and must include a reference to this section of the Agreement.

3. **Pre-disciplinary Notification and Process:** Suspension and Dismissal for Cause

    a. Prior to recommending to the Board of Trustees a suspension with or without pay or dismissal for cause, the district will notify the faculty member of the recommendation and their right to request a pre-disciplinary hearing. The faculty member shall have the right at their option to appear before the superintendent/president or designee to present any information they deem appropriate as to why the recommendation should not proceed to the Board. A copy of the recommendation to suspend or dismiss the faculty member shall be provided to the Assembly.

    b. The notification shall include the following:

        i. A statement of the proposed disciplinary action;
        ii. A statement of the specific charges upon which the proposed disciplinary action is based;
        iii. All documents or materials upon which the recommendation to impose discipline has been made or a statement of the faculty member's right to review the specified documents;
        iv. A statement of the faculty member's right to respond orally or in writing, or both;
        v. A statement of the faculty member's right to have representation at the pre-disciplinary hearing;
        vi. The identity of the person to whom the faculty member must respond to in writing by a specified date and time to request a pre-

disciplinary hearing. The response deadline shall be no less than five (5) business days from the date on which the notification is served on the faculty member; and

vii. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the Superintendent/President's recommendation to the Board of Trustees that discipline should be imposed.

c. The notice of intended discipline shall be made in writing and served upon the faculty member in person or by registered or certified mail to their home address on file with the district.

d. Upon receipt of a request for a pre-disciplinary hearing, the Vice President of Human Resources or designee shall schedule the pre-disciplinary hearing. The pre-disciplinary hearing shall be held within ten (10) days of the request.

e. At the pre-disciplinary hearing, the faculty member may present in writing or in person any reason as to why the intended disciplinary action should not proceed as recommended.

f. Any of the pre-disciplinary hearing timelines may be modified by mutual agreement of the parties.

g. If the superintendent / president recommends dismissal or suspension, the recommendation shall be submitted to the Board of Trustees for consideration and decision pursuant to Education Code sections 87671 and 87672. The faculty member shall be afforded an opportunity to address the Board prior to any decision being made.

4. **Final Notice of Discipline:** Following the decision made by the Board of Trustees pursuant to Education Code section 87672, a final notice of disciplinary action shall be provided to the faculty member in person or by registered or certified mail at the address on file with the district. A copy of the final notice of disciplinary action shall be provided to the Assembly. This final notice of disciplinary action shall contain the following:
    a. A statement of the exact discipline to be imposed and the effective date(s);
    b. A statement of the charges upon which the disciplinary action is based;
    c. The resolution of the Board of Trustees imposing discipline;
    d. All documents or materials upon which the district has based its decision to impose discipline or a statement of the faculty member's right to review the specified documents;
    e. A statement of the unit member's right to appeal the disciplinary action within thirty (30) days from the date of service of the final notice of disciplinary action; and

f. A separate card or paper, the signing and filing of which shall constitute a demand for appeal and a denial of the charges.

5. **Appeals of Discipline:**

   Suspension and Dismissal: Faculty members who are dismissed or suspended may appeal the disciplinary decision pursuant to Education Code sections 87673 *et seq*.

L.3.9 Background Checks

Background checks conducted by an outside agency or company at the request of the district may be conducted as part of disciplinary or harassment investigations. (Civil Code section 1786, Ed Code section 87733, et seq. Fair Credit Reporting Act). After the district receives the results of the background check, the faculty member shall receive oral, written, or electronic notice of:

- the name, address, and telephone number of the third-party agency that furnished the report;
- the respondent's right to obtain a free copy of the report; and
- the respondent's right to dispute the accuracy or completeness of any of the information in the report.

L.4.0 PERSONNEL FILES

Every full-time faculty member has the right to inspect their own personnel records pursuant to the Labor Code and Education Code. Faculty personnel files shall be available for inspection only to authorized employees (such as supervisors and HR staff) of the district when actually necessary in the proper administration of the district's affairs or the supervision of the faculty member.

Information of a derogatory nature, with the exception of evaluation comments or recommendations provided to the district on a confidential basis by a previous employer or as part of an application for transfer or promotion to another position within the district, shall not be entered or filed unless and until the faculty member is given notice and an opportunity to review and comment thereon. A faculty member shall have the right to enter, and to have attached to any such derogatory statement, their comments thereon.

Before placing any derogatory document in the faculty member's file, related to any disciplinary action or the investigation of a complaint, allegation, or concern, the document shall first be provided to the faculty member who shall have ten (10) business days from receipt of the document to provide a written response. Any written response shall be placed in the personnel file with the document containing the derogatory statement. If no further derogatory action related to the investigation, allegation, or concern occurs for four (4) years, the document shall be sealed in the personnel file at the faculty member's

request, to be opened if the faculty member is facing potential discipline or upon court order or subpoena.

L.4.1 Medical records

The district shall not use or disclose medical information pertaining to full-time faculty members without written authorization from the affected faculty member. However, such information may be disclosed in limited circumstances, such as when compelled by a court of law or by a lawsuit filed by a faculty member, when used for administering and maintaining benefit plans, or in relation to a worker's compensation claim or request for medical leave. The district may also provide information about a faculty member's work restrictions or accommodations to the faculty member's supervisors and the district's safety personnel as necessary.

L.5.0 GRIEVANCES

L.5.1 Definitions

Grievance: A grievance is an allegation by any member of the Faculty Assembly (FA) that they have been adversely affected by any one or more of the following:

1. A violation, misinterpretation, omission, or misapplication of a specific term in this Agreement;
2. A violation, misinterpretation, omission, or misapplication of a written regulation, policy, or procedure of the district;
3. A deviation from an established past practice related to a working condition that may or may not be documented by a written instrument.

A grievance shall not include, and the grievance procedure shall not be used for, any of the following:

1. An alleged violation of the laws of the State of California or federal government;
2. An allegation of sexual harassment, or discrimination of any kind;
3. Matters of interpersonal conflicts or communication issues between employees of the district;
4. Any allegation of an adverse working condition which is subject to separate complaint procedures under this Agreement or the district's Board Policies and Administrative Procedures (e.g., complaints of harassment or discrimination, employee discipline, tenure appeals, shared governance, student issues.)

Nothing in these procedures is intended to diminish, eliminate, or adversely affect any right, process, or procedure afforded to the FA or any FA member by any local, state, or federal statute, rule, or regulations as a result of the FA's status as an employee organization representing FA members and the FA member's status as a public employee of a California community college district.

No reprisals of any kind nor punitive action shall be taken by the district, the FA, the grievant, or any representative of the parties for participating in the grievance process.

Grievance Initiation Form: The document used to initiate a formal grievance is attached as Appendix 9 to this Agreement. The Grievance Initiation Form shall be signed and dated by the FA member submitting the grievance and/or by the FA president, and shall contain a specific description of all the facts which the faculty member claims show a violation to their working conditions. The written grievance also must identify the specific term of this Agreement claimed to have been violated or the regulation, policy, procedure, statutory requirement, or accepted past practice. It should include any available related documentation, how and by whom it was violated, the date of the violation, the names of any witnesses or individuals who can or may provide information regarding the claimed violation, and the specific remedy sought. Once a grievance is resolved by mutual agreement of the FA & district, the district shall be bound by the resolutions of grievances that are specifically presented in writing and signed by an authorized agent of each party.

Grievant: Any member of the Faculty Assembly. If more than one faculty member has been adversely affected by an identical violation, misinterpretation, or misapplication of a specific working condition, the FA may serve as the "grievant" for all members of the Assembly in which case, the resolution (relief sought) shall be applicable to all affected faculty members. The grievant shall be entitled to have the ombudsperson or other authorized FA representative at any stage of the grievance procedure.

Ombudsperson: The elected member of the FA who is authorized to represent the FA in matters related to these procedures. In addition, the FA president following consultation with the FA Executive Council may designate additional authorized representatives for the purpose of assisting and representing an individual grievant at any level of this grievance procedure.

Day: Any contractual employment day of the grievant and does not include Saturdays or Sundays. The grievance may continue outside of the contractual employment days (summers or intersessions, for example) if requested by the grievant and agreed to by the district.

Resolution Conference: A conference requested in any level of the Grievance Procedure and within the time limits relevant to that level. Its purpose is to attempt to resolve the grievance, can be called by any of the parties to include the grievant, the district, the FA, and shall be scheduled by mutual agreement. At such conference, the grievant may be represented by the FA ombudsperson, an authorized FA representative, or a third party chosen by the grievant; and the district official may be joined by one more district officials, unless mutually agreed otherwise. In the event that the grievant chooses to be represented by a third party, the FA ombudsperson or an authorized FA representative must still attend.

L.5.2 Waivers and time limits

A unit member may postpone the time line during approved leave periods by giving written notice to the other party. In such cases, the time line will commence on the first scheduled workday after the leave period. Time limits at each level shall begin the day following receipt of the grievance, grievance appeal, or written district decision. The grievant can request and will receive an automatic five (5) day extension at any level in the process. The request must be in writing.

Since it is important that grievances be processed in a timely manner, the time limits specified at each level are considered to be maximum and efforts should be made to expedite the process. However, the time limits may be extended further by mutual agreement of the parties.

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Agreement and a request for an extension is not made, the grievance shall not be subject to further resolution and shall be considered settled on the basis of the decision last made by the district.

If the district fails to respond to the grievance within the time limit specified at each level, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next level.

L.5.3 Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution of a grievance. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure. In the course of the grievance procedure, all parties will make a concerted “good faith effort” to resolve the differences at the earliest possible level in the procedure. The handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grievant or other involved individuals.

L.5.4 Informal Procedure

FA members are strongly encouraged to consult with the FA ombudsperson and/or authorized FA representatives prior to initiating any informal or formal action related to any working condition-related grievance. This consultation is recommended to ensure that the FA member has adequate information to support a grievance related to a working condition violation and to develop the various options for resolution that might be available to the FA member.

Level One:

Before filing a formal written grievance, and within twenty (20) days after the grievant knew or should have reasonably known of the act or omission giving rise to the grievance, the grievant shall attempt to resolve the problem by requesting an informal conference with the dean or lowest-level administrator to whom the grievant reports; and thereafter by any other district official who may be able to resolve the issue. Once the dean is notified of the request, they shall schedule and conduct the meeting within ten (10) days. The grievant may be accompanied by the FA ombudsperson or an authorized FA representative. The district may utilize any and all college resources (such as in-house mediators) and the FA may utilize any and all of its resources in attempting to resolve the issue at this informal level. The dean or lowest-level administrator will render a decision in the matter within ten (10) days of the meeting. If the grievant is not satisfied with the disposition of the grievance or if the dean or lowest level administrator is unavailable for the informal conference during a ten (10) day period after initial request is made, a formal grievance may then be filed. The time limits may be extended by mutual agreement of both parties.

Level One is concluded at the later of the time the dean or lowest level administrator delivers their decision to the grievant and authorized FA representative, or the expiration of the time for the dean or lowest-level administrator to hold a Level One meeting, or, if no decision was rendered, the expiration of the time for the dean or lowest-level administrator to render a decision after the Level One meeting.

L.5.5 Formal Procedure

Level Two:

If the grievance is not resolved at the informal level, the grievant may present the grievance in writing on the Grievance Initiation Form to the dean or lowest-level administrator to whom the grievant reports within ten (10) days of the termination of Level One. The Grievance Initiation Form shall be presented to the FA ombudsperson at the same time it is submitted to the dean or lowest level administrator. The grievant is encouraged to consult with the FA ombudsperson or authorized FA representative to prepare the grievance.

The statement shall be a clear, concise statement of the grievance including as applicable the contract or policy provision(s) alleged to have been violated, the circumstances involved, the decision if any rendered at the informal conference(s) and the specific remedy sought.

The dean or lowest-level administrator in consultation with the appropriate vice president to whom the grievant reports shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. The written decision shall contain a clear and concise statement as to the reason(s) for said decision. The dean or lowest-level administrator shall send a copy of the decision to the FA ombudsperson and/or authorized FA representative at the same time.

If the dean or lowest-level educational administrator to whom the grievant reports does not respond within the time limit, the grievant has the right to advance to the next level in the formal grievance process. The time limits may be extended by mutual agreement of both parties.

Level Two is concluded at the later of the time the dean or lowest-level administrator delivers their decision to the grievant and authorized FA representative, or, if no decision was rendered, the expiration of the time for the dean or lowest-level administrator to render a Level Two decision.

Within the time limits of Level Two, any party may request a Resolution Conference as defined above.

Level Three:

If the grievance is not resolved at Level Two, the grievant may, within ten (10) days after the termination of Level Two, submit an appeal on the Grievance Appeal Form to the superintendent/president. The statement of appeal shall include a copy of the original grievance, the decision rendered at Level Two, if any, and a clear, concise statement of the reasons for appeal. New alleged violations not presented at Level Two may not be introduced at the appeal. The scope of the appeal shall be confined to the issues and evidence presented at Level Two with the immediate supervisor. The superintendent/president or designee may meet with the grievant who shall be entitled to have the ombudsperson or authorized FA representative present. If no meeting is held, the written response shall be filed within ten (10) days of the filing of the Level Three appeal. If a meeting is held, the superintendent/president or designee has an additional five (5) days to file a written response. The decision shall be in writing and delivered within the timelines to the grievant and the FA ombudsperson and/or authorized FA representative. The written decision shall contain a clear and concise statement as to the reason(s) for said decision.

If the superintendent/president or designee does not respond within the time limits provided, the grievant has the right to advance to Level Four.

Level Three is concluded at the later of the time the superintendent/president or designee delivers their decision to the grievant and authorized FA representative or, if no decision was rendered, the expiration of the time for the superintendent/president or designee to deliver a decision.

Within the time limits of Level Three, any party may request a Resolution Conference as defined above.

Level Four:

If the grievance is not resolved at Level Three or if no written decision has been rendered within the timeline, the Assembly president, after consultation with the grievant and FA Executive Council, may request the grievance go to mediation and/or advisory arbitration.

1. Mediation: A request for mediation must be submitted to the Office of the Superintendent/President no later than ten (10) days after the termination of Level Three. Within ten (10) days of the Assembly's request for mediation, the FA and the district will select a mediator from a mutually agreed upon list of professional mediators who will bring the parties to the issue together in an effort to resolve the grievance. The mediation shall not exceed two days in duration. The district and the FA shall jointly agree upon a means of appointing mediators for this purpose. No action shall be required as a result of the mediation unless mutually agreed to by both the district and the FA. If mediation is attempted, evidence of either party's conduct or statements during the mediation shall be inadmissible in any subsequent arbitration proceedings. The district and the FA shall share equally the cost of the mediation.

2. Advisory Arbitration: If mediation is not conducted, a request for advisory arbitration must be submitted to the Office of the Superintendent/President no later than ten (10) days after termination of Level Three. If mediation is conducted, a request for advisory arbitration must be submitted to the Office of the Superintendent/President no later than ten (10) days after the date the mediation concludes. Within ten (10) days of the Assembly's request for arbitration, the FA and the district shall mutually select an arbitrator. If no agreement can be reached, the parties shall request from the California State Mediation & Conciliation Service (SMCS) a list of five (5) arbitrators, preferably with experience in hearing grievances in community college matters. Each party shall alternately strike a name until one name remains. The parties shall determine who strikes first by coin toss. The remaining panel member shall be the impartial arbitrator. The fees and expenses of the arbitrator and the hearing shall be borne equally by the district and the FA, provided, however, that if the superintendent/president makes a final decision in resolution of the grievance which is contrary to the advisory decision made by the arbitrator, then the district shall pay the full amount of the arbitrator's fees and expenses. All other expenses shall be borne by the party incurring them.

   The arbitrator, exercising their own discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the order of proof, bifurcate proceedings and direct the parties to focus their presentations on issues which could dispose of all or part of the grievance. The parties may offer such evidence, including the testimony of witnesses under oath, as is relevant and material to the dispute. The arbitrator shall determine the admissibility, the relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative or irrelevant. Conformity to legal rules of evidence shall not be necessary. If any question arises as to the ability to arbitrate

the grievance, such question will be ruled upon by the arbitrator. If the arbitrator determines the grievance is arbitrable, the arbitrator shall, on the same date, hear the grievance based upon its merits.

The arbitrator's advisory decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator may recommend remedies as they deem appropriate. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement.

The decision of the arbitrator shall be submitted to the grievant, the FA president, and the superintendent/president. After consulting with the grievant, the FA president shall confer with the superintendent/president and together they shall attempt to either: (1) accept the arbitrator's decision with or without minor modifications; (2) remand the case back to the arbitrator to make additional findings or clarifications and re-submit the decision.

If the superintendent/president and FA president are unable to reach a resolution, the superintendent/president shall decide the appropriate resolution. The superintendent/president's decision shall be final and conclude the grievance procedure.

L.6.0 FACULTY SUPPORT FACILITIES

All full-time faculty shall be provided basic facilities necessary to carry out their duties.

Whenever possible, each full-time faculty member shall be provided an office on campus (individual or shared). Each office shall include one desk, one computer, one office chair, one student chair, a minimum of 38" depth file storage space and 10 linear feet of book storage space per instructor.

Each full-time faculty member shall be provided administrative support through their dean's office, and reasonable office supplies necessary to carry out assigned duties. Each full-time faculty member shall be provided one staff parking pass free of charge.

APPENDIX 1: TABLES AND EXAMPLES OF WORKLOAD FACTORS

APPENDIX 1.1: TABLES OF ANNUALIZED FACULTY WORKLOADS

All table entries give the number of hours associated with a particular category.

FACULTY WORKLOADS
FOR FULL CONTRACTUAL CALENDAR (176 DAYS)

	Per FTE Per Year	Per LHE*	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Student Engagement, Final Exams	1155	38.500	32.813	6.563	2.188
Institutional Service	165	5.500	4.688	0.938	0.313
Preapproved "Flex" Activities	60	2.000	1.705	0.341	0.144
Other Professional Activities	20	0.667	0.568	0.114	0.379
All-College Day Activities	8	0.267	0.227	0.045	0.015
TOTAL	**1408**	**46.933**	**40.000**	**8.000**	**2.667**

FACULTY WORKLOADS: CLASSROOM
FOR REGULAR INSTRUCTIONAL CALENDAR (165 DAYS)

	Per FTE Per Year	Per LHE*	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Final Exams	990	33.000	30.000	6.000	2.000
Student Engagement	165	5.500	5.000	1.000	0.333
Institutional Service	165	5.500	5.000	1.000	0.333
TOTAL	**1320**	**44.000**	**40.000**	**8.000**	**2.667**

FACULTY WORKLOADS: NON-CLASSROOM
FOR REGULAR INSTRUCTIONAL CALENDAR (165 DAYS)

	Per FTE Per Year	Per LHE*	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Final Exams	1155	38.500	35.000	7.000	2.333
Student Engagement	0	0.000	0.000	0.000	0.000
Institutional Service	165	5.500	5.000	1.000	0.333
TOTAL	**1320**	**44.000**	**40.000**	**8.000**	**2.667**

NON-CONTRACTUAL FACULTY WORKLOADS: CLASSROOM
FOR REGULAR INSTRUCTIONAL CALENDAR (165 DAYS)

	Per FTE Per Year	Per LHE*	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Final Exams	990	33.000	30.000	6.000	2.000
Student Engagement	0	0.000	0.000	0.000	0.000
Institutional Service	0	0.000	0.000	0.000	0.000
TOTAL	**990**	**33.000**	**30.000**	**6.000**	**2.000**

Hourly parity for classroom non-contractual duties relative to contractual duties:
(990 hours)/(1408 hours) = 70.3125%

NON-CONTRACTUAL FACULTY WORKLOADS: NON-CLASSROOM
FOR REGULAR INSTRUCTIONAL CALENDAR (165 DAYS)

	Per FTE Per Year	Per LHE*	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Final Exams	1155	38.500	35.000	7.000	2.333
Student Engagement	0	0.000	0.000	0.000	0.000
Institutional Service	0	0.000	0.000	0.000	0.000
TOTAL	**1155**	**38.500**	**35.000**	**7.000**	**2.333**

Hourly parity for non-classroom non-contractual duties relative to contractual duties:
(1155 hours)/(1408 hours) = 82.0313%

* Per LHE not including “Flex” or All-College Day

APPENDIX 1.2: TABLES OF WORKLOAD FACTORS FOR SPECIFIC ASSIGNMENTS

Tables for workload factors currently in use can be found in section C.3.5. The tables in this section show FTE, LHE and WFCH equivalents for workload factors corresponding to other possible assignments.

Key for these tables:

FACTOR = the performance or discipline factor associated with a particular assignment (factors less than 1.0 are performance factors; factors of 1.0 or greater are discipline factors).
FTE = full-time equivalent
LHE = lecture hour equivalent
WFCH = weekly faculty contact hours associated with assignment
PREP = hours of preparation associated with assignment
SUM = sum of weekly faculty contact and preparation hours associated with assignment
STU = hours of direct student contact associated with assignment
INSV = hours of institutional service associated with assignment
TOT = total hours associated with assignment

Appendix 1.2.1 Contractual Classroom Assignments

For contractual classroom assignments: 1 FTE = 15 LHE = 30 contact and prep hours + 5 student contact hours + 5 institutional service hours per week.

A classroom assignment of 1 FTE per semester corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
2.000	1	15	7.5	22.5	30	5	5	40
1.875	1	15	8.0	22	30	5	5	40
1.765	1	15	8.5	21.5	30	5	5	40
1.667	1	15	9.0	21	30	5	5	40
1.579	1	15	9.5	20.5	30	5	5	40
1.500	1	15	10.0	20	30	5	5	40
1.429	1	15	10.5	19.5	30	5	5	40
1.364	1	15	11.0	19	30	5	5	40
1.304	1	15	11.5	18.5	30	5	5	40
1.250	1	15	12.0	18	30	5	5	40
1.200	1	15	12.5	17.5	30	5	5	40
1.154	1	15	13.0	17	30	5	5	40
1.111	1	15	13.5	16.5	30	5	5	40
1.071	1	15	14.0	16	30	5	5	40
1.034	1	15	14.5	15.5	30	5	5	40
1.000	1	15	15	15	30	5	5	40
0.938	1	15	16	14	30	5	5	40
0.882	1	15	17	13	30	5	5	40
0.833	1	15	18	12	30	5	5	40
0.789	1	15	19	11	30	5	5	40
0.750	1	15	20	10	30	5	5	40
0.714	1	15	21	9	30	5	5	40
0.682	1	15	22	8	30	5	5	40
0.652	1	15	23	7	30	5	5	40
0.625	1	15	24	6	30	5	5	40
0.600	1	15	25	5	30	5	5	40
0.577	1	15	26	4	30	5	5	40
0.556	1	15	27	3	30	5	5	40
0.536	1	15	28	2	30	5	5	40
0.517	1	15	29	1	30	5	5	40
0.500	1	15	30	0	30	5	5	40

A classroom assignment of 1 LHE corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
2.000	0.067	1	0.500	1.500	2.000	0.333	0.333	2.667
1.875	0.067	1	0.533	1.467	2.000	0.333	0.333	2.667
1.765	0.067	1	0.567	1.433	2.000	0.333	0.333	2.667
1.667	0.067	1	0.600	1.400	2.000	0.333	0.333	2.667
1.579	0.067	1	0.633	1.367	2.000	0.333	0.333	2.667
1.500	0.067	1	0.667	1.333	2.000	0.333	0.333	2.667
1.429	0.067	1	0.700	1.300	2.000	0.333	0.333	2.667
1.364	0.067	1	0.733	1.267	2.000	0.333	0.333	2.667
1.304	0.067	1	0.767	1.233	2.000	0.333	0.333	2.667
1.250	0.067	1	0.800	1.200	2.000	0.333	0.333	2.667
1.200	0.067	1	0.833	1.167	2.000	0.333	0.333	2.667
1.154	0.067	1	0.867	1.133	2.000	0.333	0.333	2.667
1.111	0.067	1	0.900	1.100	2.000	0.333	0.333	2.667
1.071	0.067	1	0.933	1.067	2.000	0.333	0.333	2.667
1.034	0.067	1	0.967	1.033	2.000	0.333	0.333	2.667
1.000	0.067	1	1.000	1.000	2.000	0.333	0.333	2.667
0.938	0.067	1	1.067	0.933	2.000	0.333	0.333	2.667
0.882	0.067	1	1.133	0.867	2.000	0.333	0.333	2.667
0.833	0.067	1	1.200	0.800	2.000	0.333	0.333	2.667
0.789	0.067	1	1.267	0.733	2.000	0.333	0.333	2.667
0.750	0.067	1	1.333	0.667	2.000	0.333	0.333	2.667
0.714	0.067	1	1.400	0.600	2.000	0.333	0.333	2.667
0.682	0.067	1	1.467	0.533	2.000	0.333	0.333	2.667
0.652	0.067	1	1.533	0.467	2.000	0.333	0.333	2.667
0.625	0.067	1	1.600	0.400	2.000	0.333	0.333	2.667
0.600	0.067	1	1.667	0.333	2.000	0.333	0.333	2.667
0.577	0.067	1	1.733	0.267	2.000	0.333	0.333	2.667
0.556	0.067	1	1.800	0.200	2.000	0.333	0.333	2.667
0.536	0.067	1	1.867	0.133	2.000	0.333	0.333	2.667
0.517	0.067	1	1.933	0.067	2.000	0.333	0.333	2.667
0.500	0.067	1	2.000	0.000	2.000	0.333	0.333	2.667

A classroom assignment of 1 WFCH corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
2.000	0.1333	2.000	1	3.000	4.000	0.667	0.667	5.333
1.875	0.1250	1.875	1	2.750	3.750	0.625	0.625	5.000
1.765	0.1176	1.765	1	2.529	3.529	0.588	0.588	4.706
1.667	0.1111	1.667	1	2.333	3.333	0.556	0.556	4.444
1.579	0.1053	1.579	1	2.158	3.158	0.526	0.526	4.211
1.500	0.1000	1.500	1	2.000	3.000	0.500	0.500	4.000
1.429	0.0952	1.429	1	1.857	2.857	0.476	0.476	3.810
1.364	0.0909	1.364	1	1.727	2.727	0.455	0.455	3.636
1.304	0.0870	1.304	1	1.609	2.609	0.435	0.435	3.478
1.250	0.0833	1.250	1	1.500	2.500	0.417	0.417	3.333
1.200	0.0800	1.200	1	1.400	2.400	0.400	0.400	3.200
1.154	0.0769	1.154	1	1.308	2.308	0.385	0.385	3.077
1.111	0.0741	1.111	1	1.222	2.222	0.370	0.370	2.963
1.071	0.0714	1.071	1	1.143	2.143	0.357	0.357	2.857
1.034	0.0690	1.034	1	1.069	2.069	0.345	0.345	2.759
1.000	0.0667	1.000	1	1.000	2.000	0.333	0.333	2.667
0.938	0.0625	0.938	1	0.875	1.875	0.313	0.313	2.500
0.882	0.0588	0.882	1	0.765	1.765	0.294	0.294	2.353
0.833	0.0556	0.833	1	0.667	1.667	0.278	0.278	2.222
0.789	0.0526	0.789	1	0.579	1.579	0.263	0.263	2.105
0.750	0.0500	0.750	1	0.500	1.500	0.250	0.250	2.000
0.714	0.0476	0.714	1	0.429	1.429	0.238	0.238	1.905
0.682	0.0455	0.682	1	0.364	1.364	0.227	0.227	1.818
0.652	0.0435	0.652	1	0.304	1.304	0.217	0.217	1.739
0.625	0.0417	0.625	1	0.250	1.250	0.208	0.208	1.667
0.600	0.0400	0.600	1	0.200	1.200	0.200	0.200	1.600
0.577	0.0385	0.577	1	0.154	1.154	0.192	0.192	1.538
0.556	0.0370	0.556	1	0.111	1.111	0.185	0.185	1.481
0.536	0.0357	0.536	1	0.071	1.071	0.179	0.179	1.429
0.517	0.0345	0.517	1	0.034	1.034	0.172	0.172	1.379
0.500	0.0333	0.500	1	0.000	1.000	0.167	0.167	1.333

Appendix 1.2.2 Contractual Non-Classroom Assignments

For contractual non-classroom assignments (counseling and library): 1 FTE = 15 LHE = 35 contact and prep hours + 5 institutional service hours per week.

A non-classroom assignment of 1 FTE per semester corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
1.000	1	15	15	20	35	0	5	40
0.938	1	15	16	19	35	0	5	40
0.882	1	15	17	18	35	0	5	40
0.833	1	15	18	17	35	0	5	40
0.789	1	15	19	16	35	0	5	40
0.750	1	15	20	15	35	0	5	40
0.714	1	15	21	14	35	0	5	40
0.682	1	15	22	13	35	0	5	40
0.652	1	15	23	12	35	0	5	40
0.625	1	15	24	11	35	0	5	40
0.600	1	15	25	10	35	0	5	40
0.577	1	15	26	9	35	0	5	40
0.556	1	15	27	8	35	0	5	40
0.536	1	15	28	7	35	0	5	40
0.517	1	15	29	6	35	0	5	40
0.500	1	15	30	5	35	0	5	40
0.484	1	15	31	4	35	0	5	40
0.469	1	15	32	3	35	0	5	40
0.455	1	15	33	2	35	0	5	40
0.441	1	15	34	1	35	0	5	40
0.429	1	15	35	0	35	0	5	40

A non-classroom assignment of 1 LHE corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
1.000	0.067	1	1.000	1.333	2.333	0.000	0.333	2.667
0.938	0.067	1	1.067	1.267	2.333	0.000	0.333	2.667
0.882	0.067	1	1.133	1.200	2.333	0.000	0.333	2.667
0.833	0.067	1	1.200	1.133	2.333	0.000	0.333	2.667
0.789	0.067	1	1.267	1.067	2.333	0.000	0.333	2.667
0.750	0.067	1	1.333	1.000	2.333	0.000	0.333	2.667
0.714	0.067	1	1.400	0.933	2.333	0.000	0.333	2.667
0.682	0.067	1	1.467	0.867	2.333	0.000	0.333	2.667
0.652	0.067	1	1.533	0.800	2.333	0.000	0.333	2.667
0.625	0.067	1	1.600	0.733	2.333	0.000	0.333	2.667
0.600	0.067	1	1.667	0.667	2.333	0.000	0.333	2.667
0.577	0.067	1	1.733	0.600	2.333	0.000	0.333	2.667
0.556	0.067	1	1.800	0.533	2.333	0.000	0.333	2.667
0.536	0.067	1	1.867	0.467	2.333	0.000	0.333	2.667
0.517	0.067	1	1.933	0.400	2.333	0.000	0.333	2.667
0.500	0.067	1	2.000	0.333	2.333	0.000	0.333	2.667
0.484	0.067	1	2.067	0.267	2.333	0.000	0.333	2.667
0.469	0.067	1	2.133	0.200	2.333	0.000	0.333	2.667
0.455	0.067	1	2.200	0.133	2.333	0.000	0.333	2.667
0.441	0.067	1	2.267	0.067	2.333	0.000	0.333	2.667
0.429	0.067	1	2.333	0.000	2.333	0.000	0.333	2.667

A non-classroom assignment of 1 WFCH corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
1.000	0.0667	1.000	1	1.333	2.333	0.000	0.333	2.667
0.938	0.0625	0.938	1	1.188	2.188	0.000	0.313	2.500
0.882	0.0588	0.882	1	1.059	2.059	0.000	0.294	2.353
0.833	0.0556	0.833	1	0.944	1.944	0.000	0.278	2.222
0.789	0.0526	0.789	1	0.842	1.842	0.000	0.263	2.105
0.750	0.0500	0.750	1	0.750	1.750	0.000	0.250	2.000
0.714	0.0476	0.714	1	0.667	1.667	0.000	0.238	1.905
0.682	0.0455	0.682	1	0.591	1.591	0.000	0.227	1.818
0.652	0.0435	0.652	1	0.522	1.522	0.000	0.217	1.739
0.625	0.0417	0.625	1	0.458	1.458	0.000	0.208	1.667
0.600	0.0400	0.600	1	0.400	1.400	0.000	0.200	1.600
0.577	0.0385	0.577	1	0.346	1.346	0.000	0.192	1.538
0.556	0.0370	0.556	1	0.296	1.296	0.000	0.185	1.481
0.536	0.0357	0.536	1	0.250	1.250	0.000	0.179	1.429
0.517	0.0345	0.517	1	0.207	1.207	0.000	0.172	1.379
0.500	0.0333	0.500	1	0.167	1.167	0.000	0.167	1.333
0.484	0.0323	0.484	1	0.129	1.129	0.000	0.161	1.290
0.469	0.0313	0.469	1	0.094	1.094	0.000	0.156	1.250
0.455	0.0303	0.455	1	0.061	1.061	0.000	0.152	1.212
0.441	0.0294	0.441	1	0.029	1.029	0.000	0.147	1.176
1.000	0.0667	1.000	1	1.333	2.333	0.000	0.333	2.667

Appendix 1.2.3 Leaves and Reassignments

For leaves and reassignments: 1 FTE = 15 LHE = 40 hours per week

A leave or reassignment of 1 FTE corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
1.000	1	15	40	0	40	0	0	40

APPENDIX 1.3 EXAMPLES OF HOW WORKLOAD FACTORS ARE APPLIED

The tables below illustrate the application of performance and discipline factors to specific assignments.

CLASSROOM EXAMPLES

	AUTO 130		
INSTRUCTIONAL CONTACT HOURS	LEC	LAB	TOT
Weekly (Full-Term)	1.00	2.00	3.00
Total Course Contact Hours (Semester)	16.50	33.00	49.50

APPLICABLE WORKLOAD FACTORS	LEC	LAB
Discipline Factor	1.000	0.750
Performance Factor	1.000	1.000

FACULTY WORKOAD MEASURES	LEC	LAB	TOT
Weekly Faculty Contact Hours	1.00	2.00	3.00
Weekly Faculty Preparation Hours	1.00	1.00	2.00
Total Weekly Work Hours	2.00	3.00	5.00
Total Course Work Hours	33.00	49.50	82.50
LHE	1.00	1.50	**2.50**
FTE	0.067	0.100	**0.167**

	DANCE 160		
INSTRUCTIONAL CONTACT HOURS	LEC	LAB	TOT
Weekly (Full-Term)	0.50	3.00	3.50
Total Course Contact Hours (Semester)	8.25	49.50	57.75

APPLICABLE WORKLOAD FACTORS	LEC	LAB
Discipline Factor	1.000	0.833
Performance Factor	1.667	1.667

FACULTY WORKOAD MEASURES	LEC	LAB	TOT
Weekly Faculty Contact Hours	0.50	3.00	3.50
Weekly Faculty Preparation Hours	1.17	5.33	6.50
Total Weekly Work Hours	1.67	8.33	10.00
Total Course Work Hours	27.50	137.50	165.00
LHE	0.83	4.17	**5.00**
FTE	0.056	0.278	**0.333**

NON-CLASSROOM EXAMPLES

	Counseling/Library (3 hours/week)		
INSTRUCTIONAL CONTACT HOURS	LEC	LAB	TOT
Weekly (Full-Term)	3.00	0.00	3.00
Total Course Contact Hours (Semester)	49.50	0.00	49.50

APPLICABLE WORKLOAD FACTORS	LEC	LAB
Discipline Factor	0.600	
Performance Factor	1.000	

FACULTY WORKOAD MEASURES	LEC	LAB	TOT
Weekly Faculty Contact Hours	3.00		3.00
Weekly Faculty Preparation Hours	1.20		1.20
Total Weekly Work Hours	4.20		4.20
Total Course Work Hours	69.30		69.30
LHE	1.80		**1.80**
FTE	0.120		**0.120**

	Counseling/Library (25 hours/week)		
INSTRUCTIONAL CONTACT HOURS	LEC	LAB	TOT
Weekly (Full-Term)	25.00	0.00	25.00
Total Course Contact Hours (Semester)	412.50	0.00	412.50

APPLICABLE WORKLOAD FACTORS	LEC	LAB
Discipline Factor	0.600	
Performance Factor	1.000	

FACULTY WORKOAD MEASURES	LEC	LAB	TOT
Weekly Faculty Contact Hours	25.00		25.00
Weekly Faculty Preparation Hours	10.00		10.00
Total Weekly Work Hours	35.00		35.00
Total Course Work Hours	577.50		577.50
LHE	15.00		**15.00**
FTE	1.000		**1.000**

APPENDIX 2: STANDARDS AND DUTIES FOR WORKLOAD FACTORS

APPENDIX 2.1 STANDARDS FOR LABORATORY WORKLOAD FACTORS, CREDIT COURSES

EITHER

- *One weekly hour of preparation for each weekly hour of classroom instruction.*
- *1.000 LHE per classroom contact hour*

OR

- *Forty weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.8333 LHE per classroom contact hour*

OR

- *Thirty weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.7500 LHE per classroom contact hour*

OR

- *Twenty-two weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.6818 LHE per classroom contact hour*

1. Laboratory courses with extensive preparation and student evaluation:

- One weekly hour of preparation for each weekly hour of classroom instruction.
- 1.000 LHE per classroom contact hour

Such laboratory courses, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the course.

Typically such laboratory courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the course.

Criteria for determining an extensive preparation and student evaluation laboratory courses are as follows:

a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
b) The laboratory course requires extensive student preparation from text and lecture material prior to and after each session.
c) The laboratory course requires evaluation of student work outside of class time on a regular basis in the same manner as in non-laboratory classes.
d) The laboratory course requires the instructor to see that it is related to and correlated with extensive theoretical content supplemented with appropriate assigned texts.

e) Compliance with the four criteria above is documented in the course outline of record.
f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.
g) The laboratory course is comparable to other classes in at least some community colleges and four-year institutions in the state of California, by one-to-one equivalency.

2. Laboratory courses that involve the creation of works of creative skill:
   - Forty weekly minutes of preparation for each weekly hour of classroom instruction.
   - 0.8333 LHE per classroom contact hour

   Typically such laboratories have as a primary function the mastery of disciplines such as dance or studio arts as a final outcome of the course.

   Criteria for determining a creative skills laboratory are as follows:
   a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
   b) The laboratory course requires student preparation from appropriate text material prior to and after each session, and/or practice of the relevant creative skills.
   c) The laboratory course requires evaluation of student creative work during class time on a regular basis, with at least some outside of class time student evaluation.
   d) The laboratory course requires the instructor to see that it is related to and correlated with theoretical content supplemented with appropriate assigned texts (including pictures, sculpture, performances, or whatever texts are appropriate and relevant).
   e) Compliance with the four criteria above is documented in the course outline of record.
   f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

3. Laboratory courses for professional/technical skills with significant preparation and student evaluation
   - Thirty weekly minutes of preparation for each weekly hour of classroom instruction.
   - 0.7500 LHE per classroom contact hour

   Such laboratory courses, in addition to requiring planning and general preparation on the part of the instructor, also require that the student learn basic skills relevant to the professional/technical discipline in order to be an effective participant in the class.

Typically such laboratory courses have as a primary function the teaching of professional/technical skills development as the final outcome of the class.

Criteria for determining a significant preparation and student evaluation professional/technical skills laboratory course are as follows:

a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
b) The laboratory course requires student preparation from text and lecture material, and practice of the skills, prior to and after each session.
c) The laboratory course requires significant levels of evaluation of student work inside or outside of class time on a regular basis.
d) The laboratory course requires the instructor to see that it is related to and correlated with lectures on professional/technical skills, and supplemented with appropriate assigned texts (such as textbooks and program manuals).
e) Compliance with the four criteria above is documented in the course outline of record.
f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

4. Activity Laboratory courses
   - Twenty-two weekly minutes of preparation for each weekly hour of classroom instruction.
   - 0.6818 LHE per classroom contact hour

Typically such activity laboratory courses have as a primary function the development and practice of physical skills and the proper use of fitness equipment as the final outcome of the course.

Criteria for determining an activity skills laboratory course are as follows:

a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in demonstrating these skills, or assisting the students in developing them.
b) The laboratory course requires minimal student preparation from text and lecture material, but may require practice of the skills learned, prior to and after each session.
c) The laboratory course requires minimal levels of evaluation of student work outside of class time.
d) Compliance with the three criteria above is documented in the course outline of record.

e) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

APPENDIX 2.2 STANDARDS FOR PERFORMANCE FACTORS (DANCE, DRAMA, MUSIC), LECTURE AND LABORATORY

DANCE COURSES (SELECTED)

EITHER

- *Two hours twenty minutes of preparation for each weekly hour of classroom instruction.*
- *1.6667 LHE per classroom contact hour, lecture and laboratory*

OR

- *Two hours of preparation for each weekly hour of classroom instruction.*
- *1.500 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected dance courses:

Choreography and Music:

- Create all new choreography every semester.
- Research and select appropriate music.
- Purchase and personally maintain a music library of this literature.

Costuming:

- Select and provide costuming for all students, ensure that each student has the correct size, distribute, collect and maintain the costumes, and ensure that each student pays for costumes when appropriate.
- Secure costumes for each choreographed dance (averaging 15 different sets of costumes per show, totaling over 100 costumes).

Performances:

- Hold auditions.
- Supervise performances, and technical and dress rehearsals.
- Supervise dance showings of works-in-progress.

Publishing:

- Publish researched program.
- Video record and distribute recordings to students and public.

Technical:

- Design, manage, and coordinate technical needs (lighting, stage, sound, etc.) for all performances.
- Edit audio for concerts.

Programming:

- Design concert programming to accommodate diverse dance styles.
- Program transitions to allow students time to change costumes and prepare for the next dance piece.
- Maintain quality of dance presentations.

Student Choreography:

- Supervise student choreographers.
- Hold choreography auditions.
- Mentor student chorographers.

Publicity:

- Design poster and postcard mailers, update mailing list, and coordinate mailing.
- Coordinate news releases with the MCC Public Information Office.

DRAMA COURSES (SELECTED)

- *One hour twenty-four minutes of preparation for each weekly hour of classroom instruction.*
- *1.2000 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected drama courses:

Pre-show (Previous Year)

- Research and select appropriate scripts for a balanced season.
- Enquire with performance rights holders about play availability for performance, contractually secure permission for dates of performances, order appropriate number of scripts.
- Develop production budget and designate allocations for designers and materials for each area of each of the four productions.
- Research background of plays, including style, language, history of past productions (if a classic), and historical content.
- Recruit and hire costume, set, property, makeup, lighting and sound designers.
- Recruit and hire additional contract workers such as: scenic painters, carpenters, and stitchers.

Pre-show (Same Year):

- Create directorial concept that unifies design and imparts a message.
- Appoint a stage manager and assistant stage manager.
- Enter the production in the Kennedy Center/American College Theatre Festival (KC/ACTF) and arrange to have respondents attend the production.
- Conduct design meetings to coordinate efforts.
- Organize, coordinate and publicize pre-auditions, auditions and call-backs, and make perusal scripts available in both libraries and in the theatre.
- Coordinate poster design and production.
- Cast the play, put it on the “actor’s hotline” and post a cast list.
- Block (stage) actor movement, create scenic composition.
- Break the script down into “beats. “

Production Activities:

- Work with Admissions and Records to set a dynamic late date.
- Manage props.
- Arrange with costume designer and PIO to take publicity photos.

- Supervise program development including photos, special thanks, director's notes, and required information such as rights holders names, sponsors, and KC/ACTF.
- Manage budget including payment of personnel.
- Manage publicity.
- Perform multi-media editing.
- Arrange for production photos.
- Update website with publicity information on the show.
- Develop and set up special production-related lobby displays.
- Run tech week, usually involving 6-7 hour rehearsals nightly.
- Supervise performances.
- Coordinate box office activities.
- Coordinate with Campus Police.
- Manage post-production activities.
- Participate in strike including dismantling the set, getting the costumes cleaned and put away, and properties returned to their appropriate areas.
- Ensure that the facility is cleaned and returned to better than its pre-run state.
- Arrange and facilitate the post-performance talkbacks with the audience.

MUSIC COURSES (SELECTED)

EITHER

- *Two hours twenty minutes of preparation for each weekly hour of classroom instruction.*
- *1.6667 LHE per classroom contact hour, lecture and laboratory*

OR

- *Two hours of preparation for each weekly hour of classroom instruction.*
- *1.500 LHE per classroom contact hour, lecture and laboratory*

OR

- *One hour twenty-four minutes of preparation for each weekly hour of classroom instruction.*
- *1.2000 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected music courses:

Repertoire and Inventory:

- Research, purchase, study, and program all new literature each semester, and personally maintain a site library of this literature, including, in some cases, a diverse set of parts for various instruments for each composition.
- Write and edit musical arrangements.
- Select literature that is appropriate to the requirements of transfer institutions.

Travel with groups of students:

- Set up appropriate performance venues.
- Arrange for transportation, lodging, meals, etc.
- Provide 24-hour supervision.

Publications:

- Research and publish program for each formal concert production.
- Produce audio and video recordings.
- Create, execute and manage marketing plan, press releases, and mailing lists.
- Edit post-production media, e.g. CDs, DVDs and broadcast programs.

Technical:

- Design and manage technical requirements of each concert (sound reinforcement, lighting, etc.).
- Produce studio recording for in-concert use.
- Supervise high-tech installation to prepare for concert.

Costuming:

- Select and provide uniform costuming for all students,
- Ensure that each student has the correct size, distribute, collect, and maintain the costumes, and ensure that each student pays for costumes when appropriate.

Coaching (Outside Rehearsals):

- Conduct rehearsals that are outside of the class hours to focus on subgroups with specific functions, e.g. vocal sections, rhythm sections, instrumental sections.
- Contract and/or rehearse accompanying instrumentalists.
- Arrange for private instructors for each student.
- Organize recitals coordinating multiple teachers and accompanists.
- Collate reports from individual teachers for final reporting.
- Collaborate with other disciplines.
- Arrange and run production meetings.
- Conduct auditions.
- Recruit.

Final Performance:

- Artistically integrate with every performance, utilizing the students as the conductor's instrument so that the instructor performs along with the students.
- Inspire and insist upon excellence from each and all students, as student failure is not an option when public performance is involved.
- Oversee capstone performance environment such as lighting, stage design, coordinating audio and video recordings and the packaging them for distribution.

APPENDIX 2.3 STANDARDS FOR NONCREDIT COURSE WORKLOAD FACTORS, LECTURE AND LABORATORY

EITHER

- *Fifteen minutes of preparation for each weekly hour of classroom instruction.*
- *0.6250 LHE per classroom contact hour, lecture and laboratory*

OR

- *Forty minutes of preparation for each weekly hour of classroom instruction.*
- *0.8333 LHE per classroom contact hour, lecture and laboratory*

Criteria for 0.8333 LHE Factor for noncredit courses:

Such courses, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the class.

Typically such courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the class.

Criteria for determining an extensive preparation and student evaluation course are as follows:

- The course requires extensive student preparation from text and lecture material prior to and after each session.
- The course requires evaluation of student work outside of class time on a regular basis.
- The course requires extensive theoretical content supplemented with appropriate assigned texts.
- Compliance with the three criteria above is documented in the course outline of record.
- The course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

APPENDIX 3: TABLES OF CURRENT WORKLOAD FACTORS

Refer to section C.3.5.

CLASSROOM PERFORMANCE FACTORS

Performance Factor	*WFCH for full load*	*Applies to*
1.667	9	DNCE 200 (LEC+LAB) DNCE 201 (LEC+LAB) DNCE 202 (LEC+LAB) DNCE 203 (LEC+LAB) DNCE 204 (LEC+LAB) DNCE 205 (LEC+LAB) DNCE 206 (LEC+LAB) DNCE 207 (LEC+LAB) DNCE 214 (LEC+LAB) DNCE 215 (LEC+LAB) DNCE 260 (LEC+LAB) DNCE 263 (LEC+LAB) DNCE 264 (LEC+LAB)
1.500	10	DNCE 179 (LEC+LAB) MUS 150 (LEC+LAB) MUS 152 (LEC+LAB) MUS 161 (LEC+LAB) MUS 164 (LEC+LAB) MUS 165 (LEC+LAB) MUS 166 (LEC+LAB) MUS 170 (LEC+LAB) MUS 250 (LEC+LAB) MUS 252 (LEC+LAB) MUS 261 (LEC+LAB) MUS 265 (LEC+LAB) MUS 266 (LEC+LAB) MUS 270 (LEC+LAB)
1.200	12.5	ATHL 102 (LEC+LAB) ATHL 103 (LEC+LAB) ATHL 171 (LEC+LAB) ATHL 172 (LEC+LAB) ATHL 188 (LEC+LAB) DRAM 201 (LEC+LAB) DRAM 202 (LEC+LAB) DRAM 203 (LEC+LAB)

		DRAM 204 (LEC+LAB) DRAM 210 (LEC+LAB) DRAM 273 (LEC+LAB) MTEC 141 (LEC+LAB) MUS 260 (LEC+LAB)

CLASSROOM DISCIPLINE FACTORS

Discipline Factor	***WFCH for full load***	***Applies to***
1.000	15	all assignments not otherwise listed
0.833	18	ART (LAB ONLY) DNCE (LAB ONLY) HSAGT (LEC+LAB) HSECN (LEC+LAB) HSENG (LEC+LAB) HSIFA (LEC+LAB) HSMTH (LEC+LAB) HSSCI (LEC+LAB) HSUSH HSWFP (LEC+LAB) HSWHG (LEC+LAB) NCABE (LEC+LAB) NCBOT (LEC+LAB) NCENG (LEC+LAB) NCESL (LEC+LAB) NCMTH (LEC+LAB) NCNUR (LEC+LAB) NCWFP (LEC+LAB) NCVOC (LEC+LAB)
0.750	20	ATHL (LAB ONLY) AUTO (LAB ONLY) HORT (LAB ONLY) KINE (LAB ONLY) MAT (LAB ONLY)
0.682	22	HEAL (LAB ONLY)
0.625	24	NCHLT (LEC+LAB) NCPAR (LEC+LAB) NCSPC (LEC+LAB) NCART (LEC+LAB) NCHAS (LEC+LAB) NCMUS (LEC+LAB) NCPSY (LEC+LAB) NCWRT (LEC+LAB)
0.375	40	REASSIGNED DUTIES (CONTRACTUAL) LEAVES (CONTRACTUAL)

NON-CLASSROOM DISCIPLINE FACTORS

Discipline Factor	*WFCH for full load*	*Applies to*
0.600	25	COUNSELING HOURS LIBRARY HOURS

APPENDIX 4: REASSIGNED TIME PROCEDURES FOR CE DUTIES

See also section E.3.0.

APPENDIX 4.1 VALIDATION PROCEDURE FOR CE REASSIGNED TIME

1) The CE Dean will notify all CE faculty of the opportunity to submit the CE Duties Reassigned Time Request Form by the end of the fall semester for the following academic year.

2) After discussing with departmental colleagues including the Chair, faculty member completes the CE Duties Reassigned Time Request Form by doing the following:

   a) Open the CE Duties Reassigned Time Request Form Excel workbook (to be sent as an attachment by the CE Dean).

   b) Fill in the Faculty Member Name, CE Duties Performed by Faculty in the Following Program(s), and Date Submitted for Validation by CE Dean. Note: Faculty will submit one CE Reassigned Time Duties Request Form for all the programs in which they complete CE duties.

   c) Review the Range of CE Duties Possible list (Column A). Note that these duties may not be edited and new duties may not be added (except as defined below in Step g).

   d) For each possible duty, indicate the projected hours that each CE duty will take you to actually complete (Column B) for the coming academic year (both fall and spring semesters). Note: single whole hours must be entered in this column (not a range of hours or increments of an hour) and if a duty is not to be performed a zero (0) should be entered.

   e) Enter any relevant Notes (Column C).

   f) Verify that the total hours to be validated, as shown in cell B45, is correct.

   g) Enter hours and notes for any one time or program specific CE duties not listed in Column A in cell B47. If hours are entered in this category it is suggested that a discussion with the CE Dean occur regarding possible ways to fund these duties out of a separate budget.

   h) Faculty may choose to balance their reassigned time amount (take a different amount each semester) at their option.

   i) If your Dean is a Dean other than the CE Dean, consult your Dean and ask for feedback and agreement on the total hours you will be submitting to the CE Dean for validation.

3) Submit this form electronically to the CE Dean for validation by Wednesday of "flex" week before the first week of classes in the spring semester for the following academic year. Note that all submitted forms will be made available for viewing after the process has concluded.

4) The CE Dean will review the submission and let the faculty member know by Friday of the first week of classes if the hours have been validated as submitted or not.

5) If the hours have been validated they will be forwarded to the Office of Instruction who will use the CE Duties Reassigned Time Program Allocation workbook to assign reassigned time based upon the division of individual hours validated by total hours validated multiplied by reassigned time available. This will occur after all hours have been validated (see Step 8 below).

6) If the hours have not been validated the faculty member and CE Dean will meet by Friday of the second week of classes to resolve the difference. If the faculty member has a Dean other than the CE Dean, this Dean may be invited to this meeting. If the difference is resolved, Step 4 will be completed. If not, Step 7 will be invoked at the faculty member's option.

7) If after meeting with the CE Dean the difference is not resolved, the faculty member may either choose to agree to the CE Dean's determination of hours or may choose to request a hearing from the CE Reassigned Time Mediation Ad Hoc Group by notifying the current Chair of CNC. The request for a hearing must be made not later than Monday of the third week of classes and the hearing must be completed not later than Friday of the third week of classes. The CE Reassigned Time Mediation Ad Hoc Group will be comprised of two instructional Deans other than the CE Dean (as determined by the Vice President, Instructional Services) and two CE faculty members currently serving on CNC. The faculty member will present their case and supporting documentation and may also have a peer resource of their choice present. The CE Dean may also choose to attend and present their case. After the faculty member and CE Dean leave, the CE Reassigned Time Ad Hoc Group will review all submitted information and make a recommendation to the Vice President, Instructional Services on how many hours should be validated. The Vice President, Instructional Services will review this information and make a decision within three (3) business days of receiving the recommendation and that decision will be final with no further appeal opportunities available.

8) By Friday of the fourth week of classes, the Office of Instruction will, with all CE Reassigned Time Duties request forms validated, calculate the final LHE assignments for the following academic year for each faculty member. The CE Dean will notify all requesting CE faculty of the final reassigned time allocations. Reassigned time amounts will be in effect for the next academic year (fall and spring semesters) and may not be changed after this point. This will assist faculty in preparing their schedules.

9) Requests for CE program reassigned time outside of the above process will not be granted, including late requests. If a faculty member wishes to appeal for CE program

reassigned time after this process has been completed they will need to wait until the following spring semester.

10) The CE Dean will provide to the Assembly president a table showing the reassigned time allocated to each CE faculty member for the next academic year. The Assembly president will verify that the total reassigned time conforms to agreements with the district.

11) Each year, the process described above will be repeated. Any needed changes to the CE Duties Reassigned Time Request Form will be determined by the CE dean through mutual agreement or negotiation with the Assembly.

APPENDIX 4.2: CRITERIA FOR VALIDATING CE DUTIES

The criteria for validating CE duties shall be based on the following list:

Career Preparation and Workforce Development

- Develop and revise membership of advisory committees.
- Plan for and conduct advisory committee meetings.
- Implement advisory committee recommendations and workforce training needs.
- Provide industry contacts and liaison with employers (workforce skills).
- Advise students with respect to career ladders based on their professional history.
- Update counselors on employment trends, emerging opportunities, and curriculum changes.
- Accept and disseminate job postings from local employers.
- Provide job referrals/matches.
- Procure educational training sites, placement and supervision of students, contract maintenance, and evaluation of sites.
- Provide information regarding specialized training for associate faculty to meet required certifications.
- Provide workshops and training for instructors at local feeder schools.
- Provide training for area employers and preceptors.
- Disseminate information and referrals for community inquiries regarding industry practices and services.
- Write and coordinate grants.
- Create and maintain specialized certificate.

Regulatory Compliance

- Ensure compliance with state and national licensing requirements.
- Maintain currency and educate faculty regarding state and national standards and ensure compliance to standards by all faculty and students.

- Apply for and maintain ongoing accreditation.

Unique Learning Environments

- Evaluate, purchase, and install industry relevant hardware and software.
- Provide tours to industry/academic/government partners.
- Coordinate student competitions with industry judges to provide real-world feedback and external motivation.

Marketing and Community Outreach

- Conduct workshops and presentations for various partners.
- Develop and maintain tech-prep articulation agreements with local feeder schools.
- Solicit funds from local business organizations for equipment donations, student scholarships, and grants.
- Coordinate industry-specific job fairs, networking, and open house events.

APPENDIX 5: TABLES OF REASSIGNED TIME AND STIPENDS

APPENDIX 5.1 REASSIGNED TIME FOR SPECIAL PROGRAM COORDINATORS AND INSTRUCTIONAL COORDINATORS

For general provisions, refer to section C.4.3.

Instructional and Program Coordinators (Special Programs)

Position	Reassigned Time (FTE per semester)
ACP Counseling Leads (5-6 at 0.2 FTE each)	1.2
Chair, Tenure Review and Evaluation Committee (TREC)	0.20*
Coordinator, Career Center	0.60**
Coordinator, Child Development Center	0.40
Coordinator, Guided Pathways (2 at 0.3 FTE each)	0.60
Coordinator, Honors Scholar Program/PTK	0.60
Coordinator, International Language Labs	0.334
Coordinator, Joyful Teacher	0.40
Coordinator, Math Learning Center^	0.50***
Coordinator, STEM Center^	0.50
Coordinator, Student Learning Outcomes	0.20
Coordinator, Writing Center^	0.50***
Faculty Liaisons, Guided Pathways (5-6)**	$5000 stipend per ACP

*May be increased upon mutual agreement between the district and Assembly
**May be split between two faculty members
***May be distributed between Oceanside and San Elijo
^ The Faculty Coordinators for the Writing Center, Math Learning Center, and STEM Center shall be eligible for compensation for hours worked during the winter intersession due to operational needs. The hours shall not exceed 33 hours per coordinator at the applicable non-contractual, non-teaching hourly rate as requested to and approved by the appropriate dean.

Nursing Program**

Position	Reassigned Time (FTE per semester)
Assistant Directors (2)*	0.40
Director, Certified Nursing Assistant (CNA)	0.30
Director, Licensed Vocational Nursing (LVN)	0.30
Director, Medical Assistant	0.20
Director, Registered Nursing (RN)	0.80

*Reassigned time shall be split between two Assistant Directors to meet department needs.
**The 7 lead Instructors in the Nursing & Allied Health Department shall be eligible for compensation for hours worked to support clinical rotation onboarding and coordination at the applicable non-contractual, non-teaching hourly rate as requested to and approved by the Dean of Nursing.

Appendix 5.1.1 Summer Compensation for Faculty Special Program and Instructional Coordinators

The compensation provided for special program coordinators, and instructional coordinators during the summer shall be as shown in the table below, with hours paid at the applicable non-contractual rate.

Position	Compensation (hours)
Chair, TREC	33
Coordinator, Honors Scholar Program/PTK	99
Coordinator, Joyful Teacher	66
Director, CNA	99
Director, Licensed Vocational Nursing (LVN)	132*
Director, Registered Nursing (RN)	198
Faculty Coordinators, Learning Centers	264**
Professional Development Coordinator	66

~~* To be reduced to 99 if summer cohorts reduce from 2 to 1.~~

** To be divided among the Faculty Coordinators for the Writing Center, Math Learning Center, and STEM Center. The amount of hours assigned shall be based on operational needs, not to exceed 99 hours per Faculty Coordinator.

APPENDIX 6: QUALIFICATIONS FOR FACULTY SALARY SCHEDULE CLASSES

APPENDIX 6.1: CALCULATION AND CREDITING OF UNITS

Quarter hours are equivalent to two-thirds of a semester hour. Fractional parts of units are not converted to a whole unit. However, fractional parts of units may be combined to equal one full unit.

For purposes of employment, salary placement, and any other accrued benefits of recognition, all degrees and/or college units shall be measured against the following definition of "accredited institution":

An accredited institution shall be any institution of higher education which is accredited by one of the six nationally recognized, regional accrediting associations: Middle States Association of Colleges and Secondary Schools; New England Association of Schools and Colleges; North Central Association of Colleges and Secondary Schools; Northwest Association of Schools and Colleges; Southern Association of Colleges and Schools; Western Association of Schools and Colleges.

Institutions such as vocational or professional schools or foreign institutions of higher education shall be considered accredited if they have been accredited by the recognized organization charged with accrediting such special types of institutions.

Degrees or units from foreign universities or from specialized educational institutions shall be subject to determination of equivalency by the superintendent/president.

APPENDIX 6.2: CLASSES FOR NON-CE (NON-VOCATIONAL) TEACHING POSITIONS

CLASS I:
Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California Community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS II:
Master's or Baccalaureate Degree plus 36 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program.

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS III:
A Master's Degree with a total of 48 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program.

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS IV:
A Master's Degree with a total of 60 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program.

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS V:
A Master's Degree with a total of 72 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program.

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS VI:
An earned Doctorate from an accredited institution or foreign equivalent

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

APPENDIX 6.3: CLASSES FOR CAREER TECHNICAL EDUCATION (VOCATIONAL) POSITIONS

CLASS I:
Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or possession of a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS II:
Completion of 12 units of coursework in the discipline to which assigned

AND

Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS III:
An Associate Degree plus 12 units of coursework taken after completion of the A.A./A.S. requirements in or related to the discipline to which assigned

AND

Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS IV:
A Baccalaureate Degree plus 24 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program

AND

Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS V:
A Master's Degree plus 36 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program

AND

Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS VI

An earned Doctorate from an accredited institution or foreign equivalent

AND

Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

APPENDIX 7: FACULTY SALARY SCHEDULES

APPENDIX 7.1: ANNUAL FACULTY SALARY SCHEDULES

The following tables specify the annual full-time salary schedules 2025–2026, 2026–2027, and 2027–2028. Refer to section D.1.0.

2025/2026 Annual Salary Schedule
4.0% COLA

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	88,852	92,137	95,426	98,715	102,004	105,294
2	93,680	96,970	100,257	103,542	106,833	110,122
3	98,509	101,797	105,083	108,371	111,661	114,951
4	103,334	106,624	109,913	113,201	116,488	119,780
5	108,164	111,453	114,740	118,026	121,317	124,607
6	112,992	116,280	119,567	122,857	126,148	129,435
7	117,818	121,107	124,394	127,682	130,967	134,259
8	122,646	125,938	129,224	132,514	135,803	139,092
9	127,479	130,764	134,050	137,338	140,629	143,919
10	132,304	135,592	138,881	142,170	145,456	148,747
11	137,134	140,419	143,709	146,998	150,289	153,578
12	141,963	145,247	148,535	151,823	155,114	158,408
13	146,790	150,075	153,364	156,654	159,942	163,231
14	151,620	154,904	158,190	161,479	164,767	168,060
15	156,428	159,713	163,000	166,298	169,590	172,877
16	157,993	161,310	164,630	167,961	171,286	174,606
17	159,573	162,923	166,277	169,641	172,998	176,352
18	161,168	164,552	167,939	171,337	174,728	178,115
19	162,780	166,198	169,619	173,050	176,476	179,897
20	164,408	167,860	171,315	174,781	178,240	181,696
21	165,394	168,867	172,343	175,830	179,310	182,786
22	166,387	169,880	173,377	176,885	180,386	183,882
23	167,385	170,899	174,417	177,946	181,468	184,986
24	168,389	171,925	175,464	179,014	182,557	186,096
25	169,400	172,956	176,516	180,088	183,652	187,212
26	170,247	173,821	177,399	180,988	184,570	188,148
27	171,098	174,690	178,286	181,893	185,493	189,089
28	171,953	175,564	179,177	182,803	186,421	190,035
29	172,813	176,442	180,073	183,717	187,353	190,985
30	173,677	177,324	180,974	184,635	188,290	191,940

2026/2027 Annual Salary Schedule
2.5% COLA

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	91,074	94,440	97,812	101,183	104,554	107,926
2	96,022	99,394	102,763	106,131	109,504	112,876
3	100,972	104,342	107,710	111,080	114,452	117,825
4	105,918	109,290	112,661	116,031	119,401	122,774
5	110,868	114,239	117,609	120,977	124,350	127,722
6	115,817	119,187	122,556	125,929	129,302	132,671
7	120,764	124,135	127,504	130,874	134,241	137,615
8	125,712	129,086	132,455	135,827	139,198	142,569
9	130,666	134,034	137,401	140,772	144,145	147,517
10	135,611	138,982	142,353	145,724	149,093	152,466
11	140,563	143,929	147,302	150,673	154,047	157,417
12	145,512	148,879	152,248	155,619	158,992	162,368
13	150,460	153,827	157,198	160,571	163,940	167,312
14	155,410	158,776	162,145	165,516	168,886	172,261
15	160,339	163,706	167,075	170,456	173,829	177,199
16	161,943	165,343	168,746	172,160	175,568	178,971
17	163,562	166,996	170,433	173,882	177,323	180,761
18	165,198	168,666	172,138	175,621	179,097	182,568
19	166,850	170,353	173,859	177,377	180,888	184,394
20	168,518	172,056	175,598	179,150	182,696	186,238
21	169,529	173,089	176,651	180,225	183,793	187,355
22	170,546	174,127	177,711	181,307	184,895	188,480
23	171,570	175,172	178,778	182,395	186,005	189,610
24	172,599	176,223	179,850	183,489	187,121	190,748
25	173,635	177,280	180,929	184,590	188,244	191,893
26	174,503	178,167	181,834	185,513	189,185	192,852
27	175,375	179,057	182,743	186,440	190,131	193,816
28	176,252	179,953	183,657	187,373	191,081	194,785
29	177,134	180,853	184,575	188,309	192,037	195,759
30	178,019	181,757	185,498	189,251	192,997	196,738

2027/2028 Annual Salary Schedule
2% COLA

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	92,895	96,329	99,768	103,206	106,645	110,085
2	97,943	101,382	104,819	108,254	111,694	115,133
3	102,991	106,429	109,864	113,302	116,741	120,181
4	108,036	111,475	114,915	118,352	121,789	125,230
5	113,086	116,524	119,961	123,397	126,837	130,276
6	118,133	121,571	125,007	128,447	131,888	135,325
7	123,179	126,617	130,054	133,491	136,926	140,368
8	128,227	131,668	135,104	138,543	141,982	145,420
9	133,279	136,714	140,149	143,587	147,027	150,468
10	138,323	141,762	145,200	148,639	152,075	155,515
11	143,374	146,808	150,248	153,686	157,128	160,566
12	148,422	151,856	155,293	158,731	162,172	165,615
13	153,469	156,904	160,342	163,782	167,219	170,658
14	158,518	161,952	165,388	168,826	172,264	175,707
15	163,546	166,980	170,417	173,865	177,306	180,743
16	165,181	168,650	172,121	175,603	179,079	182,550
17	166,833	170,336	173,842	177,359	180,870	184,376
18	168,502	172,039	175,581	179,133	182,679	186,220
19	170,187	173,760	177,336	180,924	184,505	188,082
20	171,888	175,497	179,110	182,733	186,350	189,963
21	172,920	176,550	180,184	183,830	187,469	191,103
22	173,957	177,610	181,265	184,933	188,593	192,249
23	175,001	178,675	182,353	186,042	189,725	193,403
24	176,051	179,747	183,447	187,159	190,863	194,563
25	177,107	180,826	184,548	188,282	192,008	195,730
26	177,993	181,730	185,471	189,223	192,968	196,709
27	178,883	182,639	186,398	190,169	193,933	197,693
28	179,777	183,552	187,330	191,120	194,903	198,681
29	180,676	184,470	188,267	192,076	195,877	199,674
30	181,580	185,392	189,208	193,036	196,857	200,673

APPENDIX 7.2: HOURLY NON-CONTRACTUAL COMPENSATION SCHEDULES

The following tables specify the hourly non-contractual compensation schedules for 2025–2026, 2026–2027, and 2027–2028. These tables are based on the annual salary schedules and calculated as described in section D.2. For compensation per LHE, the appropriate hourly rate is multiplied by the appropriate number of hours as prescribed in sections D.2.2 through D.2.4.

2025/2026 Hourly Non-Contractual Compensation Schedule

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	44.65	46.30	47.95	49.60	51.26	52.91
2	47.07	48.73	50.38	52.03	53.68	55.33
3	49.50	51.15	52.80	54.45	56.11	57.76
4	51.92	53.58	55.23	56.88	58.53	60.19
5	54.35	56.00	57.66	59.31	60.96	62.61
6	56.78	58.43	60.08	61.73	63.39	65.04
7	59.20	60.85	62.51	64.16	65.81	67.46
8	61.63	63.28	64.93	66.59	68.24	69.89
9	64.06	65.71	67.36	69.01	70.66	72.32
10	66.48	68.13	69.79	71.44	73.09	74.74
11	68.91	70.56	72.21	73.86	75.52	77.17
12	71.33	72.98	74.64	76.29	77.94	79.60
13	73.76	75.41	77.06	78.72	80.37	82.02
14	76.19	77.84	79.49	81.14	82.79	84.45
15	78.60	80.25	81.91	83.56	85.22	86.87
16	79.39	81.06	82.72	84.40	86.07	87.74
17	80.18	81.87	83.55	85.24	86.93	88.61
18	80.98	82.69	84.39	86.09	87.80	89.50
19	81.79	83.51	85.23	86.96	88.68	90.40
20	82.61	84.35	86.08	87.82	89.56	91.30
21	83.11	84.85	86.60	88.35	90.10	91.85
22	83.61	85.36	87.12	88.88	90.64	92.40
23	84.11	85.87	87.64	89.42	91.19	92.95
24	84.61	86.39	88.17	89.95	91.73	93.51
25	85.12	86.91	88.70	90.49	92.28	94.07
26	85.55	87.34	89.14	90.94	92.74	94.54
27	85.97	87.78	89.59	91.40	93.21	95.01
28	86.40	88.22	90.03	91.86	93.67	95.49
29	86.84	88.66	90.48	92.31	94.14	95.97
30	87.27	89.10	90.94	92.78	94.61	96.45

2026/2027 Hourly Non-Contractual Compensation Schedule

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	45.76	47.45	49.15	50.84	52.54	54.23
2	48.25	49.94	51.64	53.33	55.02	56.72
3	50.74	52.43	54.12	55.82	57.51	59.21
4	53.22	54.92	56.61	58.30	60.00	61.69
5	55.71	57.40	59.10	60.79	62.48	64.18
6	58.20	59.89	61.58	63.28	64.97	66.67
7	60.68	62.38	64.07	65.76	67.45	69.15
8	63.17	64.86	66.56	68.25	69.95	71.64
9	65.66	67.35	69.04	70.74	72.43	74.13
10	68.14	69.84	71.53	73.22	74.92	76.61
11	70.63	72.32	74.02	75.71	77.41	79.10
12	73.12	74.81	76.50	78.20	79.89	81.59
13	75.60	77.30	78.99	80.68	82.38	84.07
14	78.09	79.78	81.48	83.17	84.86	86.56
15	80.57	82.26	83.95	85.65	87.35	89.04
16	81.37	83.08	84.79	86.51	88.22	89.93
17	82.19	83.91	85.64	87.37	89.10	90.83
18	83.01	84.75	86.50	88.25	89.99	91.74
19	83.84	85.60	87.36	89.13	90.89	92.66
20	84.68	86.46	88.24	90.02	91.80	93.58
21	85.19	86.97	88.76	90.56	92.35	94.14
22	85.70	87.50	89.30	91.10	92.91	94.71
23	86.21	88.02	89.83	91.65	93.46	95.28
24	86.73	88.55	90.37	92.20	94.03	95.85
25	87.25	89.08	90.91	92.75	94.59	96.42
26	87.69	89.53	91.37	93.22	95.06	96.91
27	88.12	89.97	91.83	93.68	95.54	97.39
28	88.56	90.42	92.28	94.15	96.02	97.88
29	89.01	90.88	92.75	94.62	96.50	98.37
30	89.45	91.33	93.21	95.10	96.98	98.86

2027/2028 Hourly Non-Contractual Compensation Schedule

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	46.68	48.40	50.13	51.86	53.59	55.32
2	49.21	50.94	52.67	54.40	56.12	57.85
3	51.75	53.48	55.21	56.93	58.66	60.39
4	54.29	56.01	57.74	59.47	61.20	62.93
5	56.82	58.55	60.28	62.01	63.73	65.46
6	59.36	61.09	62.81	64.54	66.27	68.00
7	61.90	63.62	65.35	67.08	68.80	70.53
8	64.43	66.16	67.89	69.62	71.34	73.07
9	66.97	68.70	70.42	72.15	73.88	75.61
10	69.51	71.23	72.96	74.69	76.42	78.14
11	72.04	73.77	75.50	77.23	78.95	80.68
12	74.58	76.31	78.03	79.76	81.49	83.22
13	77.12	78.84	80.57	82.30	84.03	85.75
14	79.65	81.38	83.11	84.83	86.56	88.29
15	82.18	83.90	85.63	87.36	89.09	90.82
16	83.00	84.74	86.49	88.24	89.98	91.73
17	83.83	85.59	87.35	89.12	90.88	92.65
18	84.67	86.45	88.23	90.01	91.79	93.57
19	85.52	87.31	89.11	90.91	92.71	94.51
20	86.37	88.18	90.00	91.82	93.64	95.45
21	86.89	88.71	90.54	92.37	94.20	96.03
22	87.41	89.25	91.08	92.93	94.77	96.60
23	87.94	89.78	91.63	93.48	95.33	97.18
24	88.46	90.32	92.18	94.04	95.91	97.77
25	88.99	90.86	92.73	94.61	96.48	98.35
26	89.44	91.32	93.20	95.08	96.96	98.84
27	89.89	91.77	93.66	95.56	97.45	99.34
28	90.34	92.23	94.13	96.04	97.94	99.83
29	90.79	92.69	94.60	96.52	98.43	100.33
30	91.24	93.16	95.07	97.00	98.92	100.84

APPENDIX 8: FACULTY SERVICE AREAS (FSAs)

Refer to section G.2.0.

APPENDIX 8.1: TABLES OF FACULTY SERVICE AREAS

In the following tables,

- The "Discipline/Minimum Qualifications" column lists the state discipline(s) that establish minimum qualifications for the FSA.
- The "M?" column indicates whether the state discipline is master's or non-master's. "Y" indicates a discipline requiring a master's degree, a blank indicates that a master's degree is not required.
- The "Subject/Course Area" column for classroom FSAs lists the designators or courses that satisfy the competency requirements for the FSA.

Appendix 8.1.1: Classroom FSAs

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Administration of Justice	Administration of Justice	Administration of Justice		ADM (all)
Adult High School Diploma Program	Noncredit Computer Information Systems	Short-Term Vocational Education		HSWFP (all)
	Noncredit English	Basic Skills, Reading/Writing		HSENG (all), NCABE 90, 94
	Noncredit Mathematics	Basic Skills, Mathematics		HSMTH (all)
	Noncredit Social Sciences	Basic Skills, Interdisciplinary		HSAGT (all), HSECN (all), HSUSH (all), HSWHG (all)
Art	Art	Art	Y	ART (all)
Automotive Technology	Automotive Technology	Automotive Technology		AUTO (all)
Biological Sciences	Biological Sciences	Biological Sciences	Y	BIO (all)
Biotech	Biotechnology/Bioprocessing	Biotechnology		BTEC (all)
Business & Medical Office Technology	Business & Medical Office Technology	Office Technologies OR Health Information Technology		BOT (all), MAP (all)

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Business Administration	Accounting	Accounting	Y*	ACCT (all)
	Business	Business	Y	BUS (all)
	Real Estate	Real Estate		REAL (all)
Career Studies	Career Counseling	Counseling	Y	CRLP (all)
Chemistry	Chemistry	Chemistry	Y	CHEM (all)
Chemistry, Physical Sciences	Physical Science	Chemistry OR Earth Science OR Physics/Astronomy	Y	PHSN (all)
Child Development	Child Development/Early Childhood Education	Child Development/Early Childhood Education	Y	CHLD (all)
	Education	Education	Y	EDUC (all)
Communication Studies	Communication Studies	Communication Studies	Y	COMM (all)
Computer Science	Computer Science	Computer Science	Y	CS (all)
Computer Studies & Information Technology	Computer Studies & Information Technology	Computer Information Systems		CSIT (all)
Counseling	General Counseling (Classroom)	Counseling	Y	COUN (all)
Dance	Dance	Dance	Y	DNCE (all)
Design	Design	Drafting OR Architecture OR Engineering Technology		DESN (all)
ESL (Credit)	ESL	ESL	Y	ACE (all), ESL (all)
Ethnic Studies	Ethnic Studies	Ethnic Studies	Y	ANTH 104; BLST 240; CCS 230, 232; ETHN 207; HIST 107; RELG 105; SOC 110, 207, 230, 240
History	History	History	Y	HIST (all)

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Horticulture & Hospitality	Horticulture	Agricultural Production OR Ornamental Horticulture		HORT (all)
	Hospitality	Hotel and Motel Services		HOSP (all)
International Languages	Chinese	Foreign Languages	Y	CHNS (all)
	French	Foreign Languages	Y	FREN (all)
	German	Foreign Languages	Y	GRMN (all)
	Italian	Foreign Languages	Y	ITAL (all)
	Japanese	Foreign Languages	Y	JAPN (all)
	Spanish	Foreign Languages	Y	SPAN (all)
Kinesiology, Health & Nutrition	Health	Health	Y	HEAL (all)
Kinesiology, Health & Nutrition	Kinesiology	Kinesiology	Y	KINE (all)
	Massage Therapy	Health Care Ancillaries		MASG (all)
	Nutritional Science/Dietetics	Nutritional Science/Dietetics		NUTR (all)
Letters (Pre-Transfer and Transfer)	Reading	Reading	Y	READ (all)
Letters (Pre-Transfer)	Developmental English	English	Y	ENGL (numbered 99 or lower)
	Special Education	Special Education (see Title 5, §53414)	Y	LRNS (all)
Letters (Transfer)	College Level English	English	Y	ENGL (numbered 100 or higher), LING (all), LIT (all)
	Humanities	Interdisciplinary Studies in Humanities	Y	HUMN (all)
Library	Library Science (includes classroom and non-classroom services)	Library Science	Y	LIBR (all)

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Mathematics	Mathematics	Mathematics	Y	MATH (all)
Media Arts & Technologies	Media Arts & Technologies	Graphic Arts OR Media Production OR Multimedia		MAT (all)
Music	Music	Music	Y	MTEC (all), MUS (all)
Noncredit ESL	Noncredit ESL	ESL: Noncredit Instruction		NCESL (all)
Nursing & Allied Health	LVN Nursing	Licensed Vocational Nursing		NURS 170, 171, 172, 173, 274, 275
	Nursing Assistant	Health Care Ancillaries OR Licensed Vocational Nursing		NURS 160, 163
	Nursing Prerequisites	Health Care Ancillaries OR Licensed Vocational Nursing		NURS 151, 155, 166; PHAR 100
	RN Nursing	Nursing	Y	NURS 180, 181, 182, 183, 280, 281, 282, 283, 284, 284L, 288, 290, 296-1; PHAR 201
	Surgical Technology	Surgical Technology		SURG (all)
Philosophy & Religious Studies	Philosophy	Philosophy	Y	PHIL (all)
	Religious Studies	Religious Studies	Y	RELG (all)
Physical Sciences	Astronomy	Physics/Astronomy	Y	ASTR (all)
	Earth Science	Earth Science OR Geography	Y	EART (all)
	Geology	Earth Science	Y	GEOL (all)
	Oceanography	Earth Science	Y	OCEA (all)
	Physics	Physics/Astronomy	Y	PHYS (all)
Psychology	Gerontology	Gerontology OR Psychology	Y	GERO (all)
	Psychology	Psychology	Y	PSYC (all)

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Social Sciences	Anthropology	Anthropology	Y	ANTH (all)
	Economics	Economics	Y	ECON (all)
	Geography	Geography	Y	GEOG (all)
	Political Science	Political Science	Y	PLSC (all)
Sociology	Sociology	Sociology	Y	SOC (all)
Theatre & Film	Film Studies	Film Studies	Y	FILM (all)
	Theatre	Drama/Theater Arts	Y	DRAM (all)

*Refer to the Chancellor's Minimum Qualifications list for a complete description of minimum qualifications.

Appendix 8.1.2: Non-Classroom FSAs

Faculty Service Area	Discipline/Minimum Qualifications	Masters Required?
DSPS Counseling	Counseling: Disabled Student Programs and Services	Y
EOPS Counseling	Counseling: EOPS	Y
Faculty Coordinator: Child Development Center	Child Development/Early Childhood Education	Y
General Counseling (Non-Classroom)	Counseling	Y
Learning Disabilities Specialist	Learning Disabilities: Disabled Student Programs and Services	Y
Library Science (includes both classroom and non-classroom services)	Library Science	Y
Noncredit Counseling	Counseling	Y
Transfer Counseling	Counseling	Y

Appendix 8.1.3: Faculty Coordinator and Articulation Officer FSAs

Faculty Service Area	Discipline/Minimum Qualifications	Masters Required?
Articulation Officer	master's degree in any discipline taught at MiraCosta College	Y
Faculty Coordinator, Career Studies & Services	Counseling	Y
Faculty Coordinator, Student Accessibility Services	Counseling: Disabled Student Programs and Services	Y
Faculty Coordinator, Extended Opportunity Programs & Services	see Title 5, §56262*	Y
Faculty Coordinator, Math Learning Center	Mathematics	Y
Faculty Coordinator, Online Education	any master's degree	Y
Faculty Coordinator, Transfer Center	Counseling	Y
Faculty Coordinator, Writing Center	English	Y

*Title 5 references are given pending incorporation into the state disciplines list.

APPENDIX 8.2: FACULTY SERVICE AREA TIMELINES

Appendix 8.2.1: Modifications to the FSA list

Timeline

1. By November 1, departments shall recommend to the Assembly any modifications, deletions or additions needed for the FSA list in Appendix 8.1. The Assembly president or designee may consult with the relevant departments to resolve any questions concerning the recommendations.
2. By December 15, new FSAs and modification or deletion of existing FSAs shall be negotiated between representatives of the Assembly and representatives of the district.
3. By January 31, negotiated changes to the FSA list shall be submitted to the Board for final approval and inclusion in Appendix 8.1 of the Agreement.

Competency Provisions

1. When new FSAs are established, current tenured and tenure-track faculty who would be deemed qualified and competent for the FSA as new hires shall automatically qualify for the new FSA. By February 15, Human Resources and the Assembly president, in consultation with the relevant department(s), shall determine which faculty members qualify for any newly established FSAs. Faculty members who believe they have been improperly denied one or more FSAs may pursue their claim through the grievance process.
2. When an existing FSA is split into two or more separate FSAs, current tenured and tenure-track faculty members in the original FSA shall automatically qualify for each of the individual FSAs resulting from the split.

Appendix 8.2.2: Timeline for individual faculty members to claim new FSAs

In consultation with the Assembly, Human Resources shall maintain a list of FSAs for which individual faculty members have demonstrated minimum qualifications and competency. Human Resources shall provide current copies of this list to the Assembly as specified in section A.2.1 of the Agreement.

Timeline

1. By February 1, tenured and tenure-track faculty shall submit claims for any additional FSAs for which they believe they are qualified and competent. These claims shall include evidence of competence (15 LHE in the FSA) and official transcripts from accredited institutions showing minimum qualifications for any FSA claimed, unless such transcripts are already on file with Human Resources. If the faculty member is claiming new minimum qualifications through equivalency, the claim of minimum qualifications must go through the regular Equivalency Committee process.

2. By March 1, Human Resources will have reviewed FSA claims for qualifications and competency and notified individual faculty members and the Assembly as to whether their claim has been approved. New FSAs become effective immediately upon approval.

   Faculty members who believe they have been improperly denied one or more FSAs may pursue their claim through the grievance process.

3. By March 15, any reduction in force (RIF) notices shall be distributed.

Competency Provisions

1. Courses that establish competency for FSAs are those specified in the FSA list. Courses not included in the list cannot be used to establish competency.
2. Cross-listed courses cannot be used to gain competency in a new FSA; faculty teaching cross-listed classes are presumed to be teaching in an FSA they already hold.

Appendix 8.2.3: Timeline to establish FSAs for new hires

1. At the time the job announcement for any tenure-track full-time faculty position is developed, Human Resources and the Assembly president, in consultation with the relevant or affected department(s) shall determine the FSA(s) in which the new hire will be deemed competent on hire.
2. If the position requires establishment of a new FSA, the new FSA shall be negotiated between representatives of the Assembly and representatives of the district. The Assembly president or designee may consult with the relevant department regarding any proposed FSA for the newly hired faculty member.
3. Any negotiated changes to the FSA list shall be submitted to the Board for final approval and inclusion in Appendix 8.1 of the Agreement..

Appendix 8.2.4: Exceptions to the timelines

If necessary, exceptions to the timelines in this Appendix (excepting the March 15 deadline for reduction in force notifications) may be approved by mutual agreement between the Assembly president and the superintendent/president.

APPENDIX 9: ONLINE CLASS REQUIREMENTS SELF-CHECKLIST

The MiraCosta Online Class Requirements Self-Checklist

When teaching a Distance Education class at MiraCosta, I ensure that I will:

1. **Be prepared to teach distance education in accordance with any department and college procedures, and negotiated agreements.**

   See tic.miracosta.edu for the current requirements.

2. **Abide by any departmental directives in the course outline of record.**
   Directives include the course description, course content outline, performance objectives, assignments, methods of instruction, methods of evaluation, required materials, student learning outcomes, and any specifications of how the course is or is not to be taught as an online/hybrid section as specified in Form A.

3. **Uphold institutional procedures to authenticate students.**

4. **Abide by the MiraCosta syllabus checklist.**

5. **Ensure regular and substantive interaction between instructor and students.**
   Requirements include:

   - Maintaining predictable, scheduled, distributed interaction with students,
   - Establishing expectations on the frequency and timeliness of instructor-initiated interaction,
   - Managing unexpected instructor absences.

   Instructors will use a variety of means to initiate substantive and effective interaction with students, including several from among the following:

   a. Providing information or responding to questions about the content of a course or competency (e.g., weekly announcements, instructor-created media, "Questions for the Instructor" forums, and responding to student emails, phone calls, and postings in a timely manner).
   b. Providing non-automated assessment or feedback on student coursework.
   c. Facilitating group discussions regarding course content.
   d. Providing direct instruction, such as instructor-prepared synchronous lectures, or other forms of live interaction.

6. **Ensure regular and substantive interaction among students if required by the Course Outline of Record.**
   If required in the course's DE addendum, the frequency of student-to-student interaction in a DE section will be at least the same as would be established in its onsite counterpart. Ensuring regular and substantive interaction among students provides the opportunity for the students to receive

the benefit of peer interaction in the learning environment. Instructors will use a variety of means to enable student-to-student interaction, such as the following:

a. Threaded discussion forums and other asynchronous interaction tools.
b. Group projects.
c. Peer review activities.
d. Peer presentations.
e. Synchronous (live) online interactions.
f. Collaborative documents and other tools for knowledge-building and sharing.

7. **Help students in a DE course section to be aware of MiraCosta College support services and resources, especially those available online.**

8. **Create an environment of academic integrity, monitor progress, and track attendance and participation.**

9. **Monitor students' engagement and success, and promptly and proactively initiate substantive interaction with students when needed on the basis of such monitoring and upon request by a student.**

10. **Meet the accessibility requirements in state and federal regulations.**

Name _____ Date _____

APPENDIX 10: GRIEVANCE FORMS

MiraCosta College Grievance Initiation Form: LEVEL 2

Grievant Information

Name: _____ Date: _____

Email: _____

Department: _____

Statement

Date of alleged violation: _____

Location (if applicable): _____

Identify specific term of the Collective Bargaining Agreement (CBA) to have been violated.

Check all that apply:

☐ Regulation ☐ Policy ☐ Procedure ☐ Statutory Requirement

☐ Accepted Past Practice

Have you met with your dean or lowest-level administrator to informally resolve the alleged violation? ☐ No ☐ Yes If yes, provide date:

Statement

Provide a clear, concise statement of the alleged grievance, including as applicable the circumstances involved and the decision (if any) rendered at the informal conference(s):

Name(s) of individual(s) who can or may provide information regarding the alleged violation:

_____ _____

Solution

Specific remedy sought:

Signature _____ Date _____

Attach any related documentation if necessary.

Forward this form to your Dean or lowest-level administrator.
Dean's/Lowest Level Administrator's Name: _____

Forward a copy of this form to the Faculty Assembly ombudsperson and/or authorized FA representative.
Faculty Assembly Representative's Name: _____

MiraCosta College Grievance Form: LEVEL 2 RESPONSE

Grievant Information

Name: _____

District Administrator Response

☐ **Grievance Resolved** ☐ **Grievance Denied** ☐ **Other**

Provide a clear, concise statement as to the reason(s) for the decision:

Administrator Name	Signature	Date

Forward this form to the grievant and Faculty Assembly ombudsperson and/or authorized FA representative.

MiraCosta College Grievance Form: LEVEL 3 APPEAL

Grievant Information

Name: _____

Email: _____

Department: _____

Statement

Attach a copy of the following forms:
☐ MiraCosta College Grievance Initiation Form: Level 2
☐ MiraCosta College Grievance Form: Level 2 Response (if provided by administrator)

Statement of Appeal

Provide a clear, concise statement of the reason(s) for appeal. Do not include new allegation(s).

_____ _____
Signature Date

Forward this form to the Office of the President/Superintendent.

Forward a copy of this form to the Faculty Assembly ombudsperson and/or authorized FA representative.
Faculty Assembly Representative's Name: _____

MiraCosta College Grievance Form: LEVEL 3 RESPONSE

Grievant Information

Name: _____

Superintendent/President Response

☐ **Grievance Resolved** ☐ **Grievance Denied** ☐ **Other**

Provide a clear, concise statement as to the reason(s) for the decision:

_____ _____

Signature Date

Forward this form to the grievant and Faculty Assembly ombudsperson and/or authorized FA representative.

MiraCosta College Grievance Form: LEVEL 4 REQUEST FOR MEDIATION/ADVISORY ARBITRATION

Grievant Information

Name: _____

Email: _____

Department: _____

Statement

The Faculty Assembly hereby requests

☐ Mediation

☐ Advisory Arbitration

Faculty Assembly President	Signature	Date

Forward this form to the Office of the Superintendent/President.

APPENDIX 11: PUBLIC EMPLOYEE RELATIONS BOARD CERTIFICATION

STATE OF CALIFORNIA EDMUND G. BROWN JR., Governor

PUBLIC EMPLOYMENT RELATIONS BOARD

Los Angeles Regional Office
700 N. Central Ave., Suite 200
Glendale, CA 91203-3219
Telephone: (818) 551-2806
Fax: (818) 551-2820

January 16, 2015

VIA US MAIL and ELECTRONIC MAIL

Charlie Ng, Vice President of Business Services
MiraCosta Community College District
One Barnard Drive
Oceanside, CA 92056

Bradley Byrom, President
MiraCosta Faculty Assembly
One Barnard Drive
Oceanside, CA 92056

Re: Case No. LA-RR-1240-E
MiraCosta Community College District

Dear Interested Parties:

Review of the proof of support submitted by MiraCosta Faculty Assembly with its Request for Recognition in the above-referenced case has resulted in the administrative determination that the support is sufficient to meet the requirements of PERB Regulation 33050(b).[1]

Within 15 calendar days following service of this letter, the employer must file with this office a decision pursuant to PERB Regulation 33190. Since MiraCosta Faculty Assembly has evidenced majority support and no valid intervention has been filed, recognition must be granted unless the employer doubts the appropriateness of the unit. (Gov. Code, § 3544.1; PERB Regulation 33480.)

A petitioner may file a petition for Board investigation pursuant to PERB Regulation 33230 if an employer decision is not filed or if the employer does not request a Board investigation. Such a petition may only be filed within the 90 day period following the date an employer decision is filed or required to be filed, whichever occurs first. If no petition for Board investigation is timely filed pursuant to PERB Regulations 33190 and/or 33230, the Request for Recognition shall be deemed invalid.

[1] PERB Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. The text of PERB's Regulations may be found at www.perb.ca.gov.

LA-RR-1240-E
January 16, 2015
Page 2

Please contact me at the address or telephone number shown above if you have any questions concerning this matter.

Sincerely,

Yaron Partovi
Regional Attorney

YP

cc: Richard J. Robertson

MiraCosta Community College District Item Report

Item: VIII.D.
Meeting Date: June 25, 2026

Subject:	Ratify Collective Bargaining Agreement between the MiraCosta Community College District and the MiraCosta College Academic Associate Faculty
Category:	Action Items
Institutional Goal Supported:	Goal 4
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. 2026-2029 AF Contract_REDLINED_updated 06.10.26

Background:

The 2024-2026 collective bargaining agreement between the MiraCosta Community College District and the MiraCosta College Academic Associate Faculty is set to expire on June 30, 2026. During the spring of 2026, the District engaged in collegial negotiations with the Academic Associate Faculty pursuant to Board Policy 7140.

Status:

The District and the MiraCosta College Academic Associate Faculty have a successor agreement, which was subsequently ratified by the Associate Faculty's membership in May 2026. The economic and non-economic issues were reviewed with the Board of Trustees in closed session throughout the negotiation process.
The complete document is available online and a copy is on file with the secretary of the Board of Trustees.

Recommended Action:

Ratify Collective Bargaining Agreement for July 1, 2026, to June 30, 2029, between the MiraCosta Community College District and the MiraCosta College Academic Associate Faculty commencing July 1, 2026, and authorize the superintendent/president to sign the agreement on behalf of the District, as stated.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES

OF THE

MIRACOSTA COMMUNITY COLLEGE DISTRICT

AND THE

MIRACOSTA COLLEGE ACADEMIC ASSOCIATE FACULTY

CCA/CTA/NEA

FOR THE PERIOD

July 1, ~~2024~~ 2026 – June 30,

202~~4~~6

~~JULY 1, 2025 UPDATE~~

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES
OF THE
MIRACOSTA COMMUNITY COLLEGE DISTRICT
AND THE
MIRACOSTA COLLEGE ACADEMIC ASSOCIATE FACULTY
CCA/CTA/NEA

'The following Agreement has been reached by designated representatives of the Board of Trustees and the MiraCosta College Academic Associate Faculty CCNCTA/NEA, in accordance with the California Education Employment Relations Act. Provisions of this Agreement are effective July 1, 2024~~6~~6, through June 30, 2029~~6~~6, unless specified herein.

MiraCosta College Academic Associate Faculty

Krista Warren, President, MCCAAF Date

MiraCosta Community College District

Dr. Sunita V Cooke, Superintendent/President Date

Collective Bargaining Agreement
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ARTICLE 1. AGREEMENT AND RECOGNITION

1.1 This Agreement is made and entered into by and between the Board of Trustees of the MIRACOSTA COMMUNITY COLLEGE DISTRICT ("District") and the MIRACOSTA COLLEGE ACADEMIC ASSOCIATE FACULTY CCA/CTA/NEA ("Association"), and shall be binding upon themselves and their successors for the term hereof. For the term of this Agreement, the District recognizes the Association as the exclusive representative of all credit part-time faculty, part-time librarians, part-time counselors and noncredit part-time teaching faculty in the following departments: English as a Second Language (ESL), Other Noncredit, and Adult High School Diploma Program (AHSDP)/Career Development and Workplace Preparation and noncredit counselors. It is expressly understood that excluded are all faculty teaching in fee-based, not-for-credit courses and programs, POST instructors, FET instructors, faculty coordinators, physicians, MFCC interns, ~~EOPS counselors~~; all full-time faculty, librarians and counselors; all management, supervisor and confidential employees; and all other employees who hold positions not requiring certification qualifications.

1.2 This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code, which shall be referred to as the "EERA" and shall control over individual contracts with a unit member as to bargaining unit work.

1.3 The parties to this Agreement recognize the value of the work provided by bargaining unit members, and it is not the intent of the District to eliminate the use of unit members.

1.4 In those instances where past departmental, instructional or institutional practices or procedures are in conflict with this Agreement, this Agreement shall prevail.

ARTICLE 2. RIGHTS OF THE ASSOCIATION

2.1 The District shall designate a bulletin board at each of its campuses, to which the Association shall have access for the purpose of posting notices of activities and matters of Association concern.

2.2 The Association may place Association materials in "mailboxes" and electronic mail designated by the District for use by unit members. A copy of materials for general distribution shall be submitted to the District. The Association shall have access to a voicemail account for Association business.

2.3 Upon request, the Association shall have the right to use campus buildings during regular operating hours without charge so long as it does not interfere with District activities. The Association may use space within the designated associate faculty office for storage.

2.4 Upon request, the District agrees to furnish the Association with information as per the Educational Employment Relations Act.

2.5 Unit members appointed to serve as representatives on any officially designated group that deals substantially with items within the scope of representation shall be compensated at the corresponding non-classroom rate from Exhibit B. When such a group is formed with the knowledge of the District, the District will notify the President of the Association within ten (10) working days.

2.6 For ~~the~~ all negotiations ~~of the successor agreement~~between the parties that are related to changes or modifications to this Agreement, the District agrees to pay a maximum of five (5) unit representatives at their current hourly rate from Exhibit A for time actually spent at the negotiating table.

2.7 Upon Board ratification, the District will provide the Association with twenty (20) paid hours per week during the academic year (fall and spring semesters) for the purposes of employee representation, contract administration, processing grievances, and other lawful union business. The District will provide the Association President or designee with five (5) paid hours per week in the summer. Unit members receiving paid time under this section will be compensated at the non-classroom hourly rate. The Association President will notify the District prior to the end of the preceding semester the names of the unit members who will receive the paid time. This time is not part of the 67% workload limitations.

ARTICLE 3. RIGHTS OF MANAGEMENT

3.1 All matters not specifically covered by this Agreement are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanent, any of the following:

a. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.

b. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incident to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget information process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures.

c. The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas, and other improvements.

d. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance, and repair services.

e. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual and provisional personnel, consultants, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel.

f. The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, student admission, student attendance, student advancement, student guidance, grading, student testing, student records, health and safety, student conduct, student discipline, transportation, food services, racial and ethnic balance, student extracurricular and co-curricular activities, emergency situations, and the substantive and procedural rights and obligations of students, parents, other personnel, and the public with respect to such matters.

g. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; equal employment policies and programs

to improve the District's utilization of women and minorities; and the determination as to whether, when and where there is a job opening.

h. The job classifications and the content and qualifications thereof.

i. The duties and standards of performance for all unit members, and whether any unit member adequately performs such duties and meets such standards.

j. The dates, times and hours of operation of District facilities, functions and activities, work schedules, and the school calendar.

k. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters.

l. The retirement of unit members.

m. The layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District.

3.2 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner, or the non-exercise of any such rights, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

3.3 Exercise of the District's rights shall be consistent with and limited by law and the specific terms and conditions of this Agreement.

ARTICLE 4. NONDISCRIMINATION AND SAFETY

4.1 The District and the Association agree that they shall abide by Title VII of the federal Civil Rights Act of 1964 and Title IX, as amended, to the extent applicable.

The District will abide by all nondiscrimination requirements of the Educational Employment Relations Act and not discriminate against any employee because of membership in or lawful activity on behalf of the Association.

The Association and the District agree not to discriminate unlawfully against any employee covered by this Agreement on any basis protected in board policy, state, or federal law including but not limited to age, ancestry, color, ethnicity, gender, gender expression, gender identity, genetic information, marital status, medical condition, mental disability, national origin, parental status, physical disability, pregnancy, race, religious creed, sexual orientation or veteran status of any person, or because he or she is perceived to have one or more of the foregoing characteristics.(See Board Policy 3430)

Section 4.1 is not subject to the grievance procedure in this Agreement.

4.2 The District agrees that whenever feasible unit members will be included in any District-sponsored emergency notification systems and trainings that are implemented for full-time and/or contract employees of the District, and the Association agrees that it will make every reasonable effort to aid the District in implementing systems and procedures to ensure the currency and accuracy of the contact information for unit members.

The District administration shall notify a unit member as soon as reasonably possible of any credible personal threat against that person received by the District. A unit member who becomes aware of physical violence or a credible threat against a student or employee, or destruction or credible threat of destruction or property, shall report said to the Office of Public Safety (Campus Police) as soon as safely feasible.

The District encourages unit members to inform the Risk and Safety Manager of any perceived hazards in the workplace or on campus without fear of reprisal. A unit member who observes or experiences any hazard that they perceive to be unsafe shall report the condition to the Risk and Safety Manager by either sending an e-mail to riskmanagement@miracosta.edu or by calling that office at (760) 795-6866. The District provides a system of anonymous notification by unit members about hazards at the internal fraud hotline (800) 860-0597. The Risk and Safety Manager maintains procedures for identifying and evaluating workplace hazards and will update the Association of reports made and the corrective actions taken resulting from those reports made by unit members.

ARTICLE 5. DUES DEDUCTIONS

5.1 Any unit member may sign and deliver to the Association a form authorizing deduction of dues. Pursuant to such authorization, the Association will notify the designated representative of the District and the District shall deduct the dues from the regular paycheck of the faculty member for each payroll month, summer excepted.

5.2 Such dues shall be directly deposited to CCA/CTA. Should a unit member's paycheck be of insufficient amount to meet the authorized dues deduction, no deduction of any amount will be made by the District.

5.3 The District shall refer all unit member questions or requests about Association membership or Association dues to the Association President. The District shall rely upon the written notification from the Association described above prior to processing any dues deduction or revocation request. The Association shall not unreasonably delay providing notice to the District of any change in the unit member's membership status. The Association is responsible for processing any unit member request to cancel or change authorizations for dues deductions.

5.4 The District shall not be obligated to put into effect any new, changed or discontinued deduction unless the change is in the District payroll office prior to the fifth (5^{th}) calendar day of the month prior to its effective date.

5.5 With respect to all sums deducted by the District, the District agrees to furnish within fifteen (15) days following the date of the deduction on the faculty member's paycheck, an alphabetical list of faculty members from whom such deductions have been made.

5.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.

5.7 The Association shall indemnify and hold harmless the District from any loss, damages or expenses of any form arising from the operation of this article. The Association further agrees that neither any employee nor the Association shall have any claim against the employer for any deductions made or not made as the case may be unless a claim of error is made in writing to the employer within thirty (30) calendar days after the date such deductions were or should have been made, or were transmitted to the unit bank account, whichever is a longer period.

5.8 The District will conduct an employee orientation for all newly hired unit members. The District will provide the Association with at least ten (10) days advance notice of the date and time of the orientation. The Association shall be provided ten (10) minutes to orient newly hired unit members during the orientation. The Association will also be provided with a minimum of one Flex session per semester to meet with new unit members.

5.9 The District shall provide the Association with a list of the names, departments, work locations, home addresses, home telephone numbers, cell phone numbers, and personal email addresses on file with the District for all unit members on or before the following dates: October 1, March 1, and July 1.

The District shall notify the Association within thirty (30) days of Board approval of the initial employment of any new unit members and provide the above information.

Home addresses, home telephone numbers, cell phone numbers, and personal email addresses on file with the District will be omitted for those unit members who request that this information not be disclosed to the Association pursuant to Government Code 6205.

ARTICLE 6. PERSONNEL FILES

6.1 It is expressly understood that personnel files are the property of the District. Unit members, or their designees with written authorization, upon reasonable request and during business hours, shall have the right to inspect their own personnel files during the time they are not required to render services to the District; provided, however, that the right of inspection shall not include materials, ratings, reports, or records that were obtained prior to their employment, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.

6.2 Any information, except materials relating to ratings, routine District records, reports or records obtained prior to their employment, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination, shall not be entered or filed unless the employee has first been given a copy of the document and an opportunity to comment thereon. Each unit member shall have the right to enter and have attached to any derogatory statement their own comments thereon. Apart from student evaluations, no anonymous communications shall be placed in the file.

6.3 The District shall not use in any formal District proceeding affecting the status of a unit member's employment with the District the following: a) any non-evaluation related, anonymous document; or b) any other document unless a copy of said document has previously been given to the employee, excepting routine business records.

6.4 Files are to be accessed only by persons who have a legitimate need or legal authorization to review file contents within the scope of their employment.

6.5 The unit member or designee shall be allowed to receive electronic copies of any documents in their personnel file they deem necessary.

ARTICLE 7. WORKLOAD AND SCHEDULING PRIORITY

7.1. Workload

a. A unit member may be assigned a workload amount equal to or less than sixty-seven percent (67%) of the annual workload of a full time faculty member performing comparable work, which is equated as follows:

b. Classroom assignments (credit and noncredit): 10 LHE per semester, exclusive of intersession terms.

c. Non-classroom assignments (Counselors and Librarians): 23.45 hours per week, from July 1−December 31 and January 1−June 30. Counselors and librarians who also have a classroom assignment during the fall or spring semester will have the number of assigned counseling or library hours per week reduced in direct proportion to the assigned percentage of full time load.

Department chairs/lead instructors shall have the ability to recommend to the dean or designee the scheduling of unit members up to this limit.

d. Unless otherwise provided specifically within the terms of this agreement, all work assignments to unit members will be made and compensated in increments of LHE and be fully reflective of all discipline-based workload measures as defined in Exhibit E. All hourly, non-classroom assignments made to counselors and librarians will be compensated based on the total number of hours worked per month. The District will provide information about how compensation is calculated based on LHE for classroom faculty in job announcements and initial hiring letters. The Parties agree to start a workgroup to explore eliminating the use of LHE for Associate Faculty during term of this agreement.

e. Workload Factor Review Process. Workload factors associated with courses shall be reviewed and revised according to the following process:

i. STEP ONE: By the end of week 4 of the spring semester the department requesting a lab, discipline, or performance course workload factor be established or re- rated shall provide a written justification, including the Course Outline of Record (COR) to the appropriate dean. The justification must address the appropriate criteria as specified in Exhibit E.

ii. STEP TWO: By the end of week 8 of the spring semester the dean reviews the written justification and COR, and provides a written rationale of whether or not they support the request. If the dean supports the request, they shall forward the original request and their written rationale to the appropriate vice president and the Association president or designee. If the dean does not support the request, they shall return the original request and their written rationale to the department. A copy of

the denial of the request shall also be sent to the appropriate vice president. The department may submit a written appeal to the denial of the original request to the appropriate vice president within ten (10) business days. If the department does not appeal within ten (10) business days, the decision of the dean stands.

iii. STEP THREE: The appropriate vice president shall review any workload factor requests submitted by the dean by the end of week 12 of the spring semester. The vice president shall notify the Association president of their approval or denial of the request, and any proposed workload factor. The vice president shall provide the Association at least ten (10) business days to respond before forwarding an approved recommendation to the superintendent/president.

Upon receipt of an appeal from the department, the vice president shall form a workload review team to make a final recommendation. The workload review team shall consist of the appropriate vice president, one dean, the Vice President of Human Resources or designee, the Association president or designee, a full-time faculty representative or designee, and one faculty member mutually agreed upon by the parties. To the extent practicable, the third faculty member will alternate between full-time and associate faculty. None of the members of the workload review team may be the dean or faculty member of the department making the request. All appeals shall be reviewed within four (4) weeks from the date of receipt of appeal documents by the appropriate vice president. If the workload review team does not agree with the department's recommendation, a written rationale will be provided to the department and dean. All final recommendations shall be submitted to the superintendent/president.

iv. STEP FOUR: The superintendent/president considers the request and chooses one of the following courses of action:

1. If the superintendent/president supports the request, and the request has no fiduciary impact, the superintendent/president's decision will be communicated to the appropriate vice president for implementation within ten (10) business days.

2. If the superintendent/president supports the request and the request has a fiduciary impact, the superintendent/president will present the recommendation to the Board of Trustees at the next Board business meeting. If the Board approves the request, the decision will be communicated to the appropriate vice president for implementation. If the Board does not approve the request, the superintendent/president will provide a written

rationale to the appropriate vice president and the Association.

3. If the superintendent/president does not support the request, the superintendent/president will provide a written rationale to the appropriate vice president and the Association within ten (10) business days.

f. Workload Scheduling for Distance Education. Beginning in fall 2022, all unit members assigned to teach distance education courses shall be required to meet the two online certification requirements described below. Those who complete the required District training and certification form will be certified to teach online.

g. District Provided Training: Complete a District approved training by the start of the fall 2022 semester covering: the Federal Education Rights and Privacy Act ("FERPA"), copyright, and accessibility standards. Training completed at another institution of higher education may be submitted for approval by the District in order to satisfy this requirement. The training shall be available to unit members without charge, as self-paced online, by the start of the fall 2021 semester, as follows:

i. Initial training: The initial certification training shall be no longer than three (3) hours for all required content.

ii. Refresher training: Unit members shall be required to complete a refresher training once every four (4) years to maintain currency to teach online. The refresher training shall be no longer than ninety (90) minutes for all required content.

h. Certification Form: Unit members shall be required to sign the *MiraCosta Online Class Requirements Self- Checklist,* which is attached as Exhibit G. By signing the certification form, unit members agree to abide by all recommendations on the checklist. Those who do so are agreeing to meet these recommendations in each class taught in an online or hybrid format on an ongoing basis. Unit members shall be required to recertify once every four (4) years to maintain currency to teach online.

The appropriate dean or designee shall document that all unit members who are assigned to teach distance education courses have satisfied the certification requirements above. The dean or designee shall maintain a comprehensive list of certified online instructors, and shall consult this list prior to assigning a unit member to teach a distance education course in accordance with department and District procedures.

The District must inform unit members when recertification is required at the beginning of the academic year that the certification will expire. If a recertification notice is not provided on time, the unit member will maintain certification until notice is given and the unit member is afforded three (3) months to complete the process.

Exceptions to this requirement may be granted by the appropriate vice president,

such as in emergency situations that require late instructor assignments. Efforts will be made to provide appropriate distance education training to the unit member during the semester of the assignment.

i. ~~Compensation: During the 2021-2022 academic year, unit members who complete the distance education online certification process will be compensated for this time upon completion at half of their hourly rate in Appendix A or B~~During the 2025-2026 academic year, the District and the Association, in consultation with the Faculty Coordinator of Online Education and Instructional designer, will create a workgroup to collaborate and develop the online certification training requirements required for online and hybrid courses, using the parameters described below:

i. Any new certification requirements shall not take effect until Fall 2026.

ii. The initial online certification training will include at least eight (8) hours of pedagogical, UDL, and LMS training to ensure compliance with accreditation standards.

iii. The initial online certification training will include an additional three (3) hours of ADA and FERPA training.

iv. The online certification training shall be Flex eligible.

v. The initial online certification requirements shall include a process to review and waive the training requirements for faculty members who have received similar online certification training from another institution of higher education and/or @ONE. This review and waiver process shall be conducted by the Faculty Coordinator for Online Education in consultation with the appropriate dean.

vi. The initial online training should be completed prior to the start of any online assignment with the District; however, due to schedule changes or unusual circumstances, online training may be completed no later than 50% through the initial assignment.

~~b.~~vii. The workgroup will create a recertification training that includes self-paced modules and a self-review process that incorporates the Online Class Quality Guidelines. The self-paced recertification training shall not exceed three (3) hours total every four years. Faculty members shall also certify three (3) hours of professional learning for online teaching to include trainings, workshops, and conferences within the preceding four-year period. The recertification process would not exceed six (6) hours total every four years.

Compensation: During the 2026–2027 academic year, unit members who complete the distance education online certification process will have the option to be compensated for this time upon completion at half of their hourly rate in Appendix A or B, or to claim the time as part of their

FLEX obligations.

j. Workloads and affiliated compensation for office hours, flex activities, and special non-instructional assignments as provided within this agreement shall be excluded from computation of assignment limits to the extent allowed by law (Education Code § 87482.5). Ancillary duties include, but are not limited to, the following:

i. Service on District governance committees, including the Academic Senate and District standing committees;

ii. Service on advisory or steering committees, accreditation teams, strategic planning committees, etc.;

iii. Service on hiring committees;

iv. Service on evaluation committees;

v. Participation in department or division meetings, or other districtwide events and activities;

vi. Curriculum and course development projects;

vii. Advising student clubs and organizations;

viii. Grant writing, implementation, or leadership;

~~k.~~ix. Participation in, preparation for, or presentation of district-sponsored professional learning activities.

~~l.~~k. Nothing herein shall preclude the District from hiring or assigning unit members as short-term substitute or temporary employees as otherwise permitted by the Education Code, which the District may do without creating a contract assignment. Unit members who are offered a temporary, full-time assignment by the District at 100% load shall be considered full-time faculty members for the semester or year of the assignment, and will be placed on the appropriate step and column of the full-time faculty salary schedule for the duration of the assignment.

7.2 Scheduling Priority: The parties agree that an assignment process that honors the positive performance and longevity of unit members is a benefit to both the unit member and the District. The intent of this section is to provide scheduling priority to unit members who meet professional standards of performance and demonstrate a continuing commitment to the educational programs of the District.

a. Assignment of Work

i. Assignments will be made in the following order: to fulltime faculty, to unit members with scheduling priority as outlined below, and then to unit members without priority. It is understood that in the event a

full-time faculty member's regular contractual assignment (not including overload) is cancelled or reduced, the full-time faculty member may be assigned to replace a unit member.

ii. The scheduling and assignment of work shall be at the discretion of the deans/vice president in accordance with the scheduling priority process outlined below in 7.2.b.

iii. To facilitate the assignment process, the District will request information from unit members as to the days and times the unit member may be available to work. The scheduling availability request will include times of the day (morning, afternoon, or evening), days of the week, and modality preference (if applicable). For purposes of this section, morning is defined as up to 12:00 p.m., afternoon is after 12:00 and up to 5:00 p.m., and evening is after 5:00 p.m. The unit member may provide information to the department chair and dean about courses or assignments they are interested in being considered for scheduling. The District will send the availability request form within the first two weeks of the schedule development process and provide unit members with a minimum of ten (10) business days to respond. Unit members must respond by the stated deadline to be considered in scheduling.

b. Scheduling Priority Process

i. Unit members are eligible for scheduling priority after having completed at least six (6) semesters (summer intersession excluded) within a consecutive four (4) year period ~~beginning fall 2017~~.

ii. Unit members will receive scheduling priority when the following conditions have been met:

1. The unit member has met the standards of performance that are required of faculty in the District. (See Article 9 of this Agreement.) This shall require the receipt of at least two consecutive (2) positive evaluations.

~~(a)~~ The phrase "positive evaluation" shall mean the receipt of an overall "Meets Expectations" or "Exceeds Expectations" evaluation rating.

~~(b) A unit member may use a prior positive evaluation from fall 2016 to the present to request scheduling priority.~~

2. The unit member must submit a scheduling priority request form to the dean of their department for verification of

eligibility to be placed on the scheduling priority list.

(a) The District will ensure at least a two-week window at the beginning of each regular semester for a unit member to request scheduling priority. The scheduling priority request form must be submitted to the dean of the department by the last day of ~~the second~~ Flex week of the semester to determine eligibility for assignments for the following semester.

(b) If the unit member has not been evaluated at least twice at the time they are eligible to request scheduling priority, the District shall schedule a performance evaluation for the unit member. Unit members who have been evaluated at least twice, but who have not received two consecutive positive evaluations, will continue to be evaluated under the regular evaluation cycle.

3. Priority for Assignments: priority for assignments will be made to the unit members who have the longest record of service to the District based on the initial date of hire and prior successful service in the department, specific course, librarian, or counseling (SAS, Transfer Center, etc.) assignment. Available assignments will be assigned in seniority order to unit members with scheduling priority in ~~accordance with~~ section 7.1.1 before assignments are offered to those without priority. If there are assignments remaining after all unit members with scheduling priority have been assigned, unit members without priority may be scheduled. When two or more unit members with scheduling priority have the same seniority date, and are equally qualified for a course, librarian, or counseling assignment, the assignment decision will be made by drawing lots.

4. Additional growth assignments/classes that are added to the schedule during the schedule development process will be offered to unit members on the scheduling priority list first before offering to unit members without scheduling priority. Growth assignments / classes may be offered in seniority order depending on the availability of the unit member, existing load amount, prior successful service in the specific course or assignment, and program needs.

5. Scheduling priority does not guarantee specific courses, modalities, or locations, but the District will make reasonable efforts to align assignments with the unit member's stated availability.

c. Exceptions to Scheduling Priority

i. A unit member shall not earn scheduling priority for teaching Honors contracts, internships, or work experience.

ii. Assignments to coach an intercollegiate sport, related intercollegiate sections, and other assignments specifically connected to the intercollegiate coaching duties cannot be used to establish scheduling priority eligibility for Kinesiology/Athletics assignments.

~~iii. Each semester the District may restrict the greater of 10% of the total number of available associate faculty teaching assignments in each discipline (rounded to the nearest 0.20 FTE) OR one (1) course section, OR eight (8) hours/week in a non-classroom assignment for the purpose of hiring new associate faculty.~~ Effective Fall 2027, classified professionals and administrators are not eligible for inclusion on the scheduling priority list. They may be considered for assignments after all assignments have been made to unit members on the scheduling priority list.

d. Priority of Assignment and Class Reductions

i. Class assignments may not be changed once the "My Term Workload" has been signed and submitted (electronically) in SURF indicating acceptance of the job offer without the written consent of the unit member or under the conditions described below:

1. A full-time faculty member may be assigned to replace a unit member in the event the full-time faculty member's regular assignment is cancelled or reduced due to insufficient enrollment.

2. Class is cancelled due to insufficient enrollment.

ii. Where a reduction in schedule needs to occur due to program needs, budget constraints, or more contract faculty hires, the reduction will occur first from unit members who have not yet qualified to be placed on the scheduling priority list. Thereafter, any reduction shall occur in reverse order, with the least senior unit member reduced first. The intended result of this process shall be to displace the unit member with the least (or no) priority.

iii. In the event a reduction must be made after the first day of the

semester or term, the affected unit member shall not displace other unit members until the subsequent semester or term.

e. Loss of Scheduling Priority

i. The scheduling priority for a unit member may be suspended or terminated if they do not, as evidenced by formal evaluation, meet the standards of performance that are required of faculty in the District. (See Article 9 of this Agreement.)

ii. A unit member will lose scheduling priority if they decline all offered assignments for three consecutive semesters, except under number 5 below.

iii. A unit member will lose scheduling priority if they fail to maintain current licensing or certification requirements.

iv. A unit member may lose scheduling priority if they violate established District policies and procedures, repeatedly fail to meet required Flex obligations, fail to complete mandatory training requirements, or are subject to formal discipline by the District.

v. A unit member will not suffer a loss or reduction in scheduling priority if any one of the following conditions is met:

1. The unit member is unable to accept or commence an assignment due to serious illness, or the serious illness or death of a child, parent, spouse or domestic partner.

2. In the event of extenuating circumstances, a unit member may submit a written request to the dean forty-five (45) calendar days before the beginning of the semester stating that they are unable to accept an assignment during the upcoming semester but that they want to maintain their scheduling priority. Any such request is subject to approval from the dean and the appropriate vice-president. "Extenuating circumstances" includes an opportunity for professional growth, request for leave related to pregnancy or bonding leave for a biological, adopted, or foster child, or the recent death of a member of the immediate family (not subject to the 45 day window). The decision of the dean and/or vice-president shall not be subject to the grievance procedure.

3. Qualifying military leave granted in accordance with the California Military & Veterans Code section 389 *et. seq.* and the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA"), 38 U.S.C. section

4301, *et. seq.* (See also section 15.8).

f. Notification of Loss of Assignment. A unit member who has earned scheduling priority will be notified in writing by the dean or designee as soon as it appears that they may not be offered a class(es) for the next semester that the unit member had taught for that time. When reasonably possible the notification shall not be later than the department's final schedule submission. In the event a unit member is removed from the scheduling priority list, they will be notified in writing of the reason for the loss within 10-business days.

g. All assignments for unit members are temporary in nature, contingent on enrollment, funding, and program changes, and no unit member has a reasonable assurance of continued employment at any point in time, regardless of the status, the length of service, or scheduling priority status of the unit member.

7.3 Dismissal:

a. Unit members who have not qualified for scheduling priority may be released from their assignment at any time in accordance with Education Code Section 87665.

b. Unit members may be dismissed from employment and removed from the Scheduling Priority list for one or more of the causes listed in Education Code Section 87732. The unit member will remain in paid status until the completion of this process or the end of their current assignment, whichever occurs first. Before the unit member is dismissed pursuant to this section, the appropriate vice president or designee shall give the unit member the following:

i. Written notice of the reason for dismissal, including a statement of the events upon which the dismissal is based with a copy of the notice and the statement given to the Association President;

ii. An opportunity to inspect the documents or other materials that are relevant to the matter, if any;

iii. An opportunity to meet with the appropriate vice president or designee to discuss the matter and present any reasons why the dismissal should not occur.

iv. Except as to decisions that violate this Agreement, the decision of the appropriate vice president or designee is final and shall not be subject to the grievance procedure.

~~7.3~~7.4 Scheduling decisions that violate the scheduling priority procedures outlined above shall be subject to the grievance procedures set forth herein.

~~7.4~~7.5 The District will not consider fringe-benefit eligibility in determining assignments.

7.6 Honors Contracts: Honors contracts shall be considered extra contractual assignments and will not be placed on a unit member's load card. Honors contracts are not part of the 67% workload limitations for unit members.

a. Unit members teaching honors sections shall be compensated ~~0.22727 LHE~~7.5 per honors student contract, up to a maximum of ~~five (5)~~seven (7) honors student contracts per unit member, per semester, unless an exception is granted by the appropriate vice president. ~~The total assignment for unit members, including work experience, internship classes, or honors, shall not exceed ten (10) LHE per semester.~~

~~7.5~~b. Before teaching an honors section, a unit member must either:

i. Complete a FLEX workshop in honors, or

ii. Provide proof of experience teaching an honors section to the appropriate supervising dean and vice president, or

iii. Receive a recommendation to teach an honors section from their respective department chair, which shall be subject to approval by the appropriate dean and vice president.

~~b.~~c. ~~Compensation for t~~Teaching an honors section requires approval by the appropriate dean and vice president. Each honors contract will be paid at the unit member's corresponding hourly rate of compensation from Article 17.3 at the end of the semester of the assignment. If the unit member conducted work on an honors contract for a student who subsequently dropped, they will notify the appropriate dean and vice president and submit hours worked (not to exceed 7.5).

~~c.~~d. The maximum number of honors student contracts for associate faculty as a whole shall not exceed 100 per academic semester.

~~7.6~~7.7 Work Experience and Internships: Unit members teaching work experience and internship classes shall be compensated for 0.22727 LHE (7.5 hours) per student enrolled at census. The total assignment for unit members, including work experience and internship classes, shall not exceed ten (10) LHE per semester.

~~7.7~~7.8 A unit member may substitute on a day-to-day basis for classroom assignments without any change in employment status (i.e. day-to-day substitution will not increase assigned load or LHE). Day-to-day substitution means a substitute assignment of one or more days, consecutive or otherwise, when it is unclear when the original instructor of record will return. A substitute assignment cannot exceed 20 (twenty) consecutive business days per assignment during any one (1) academic semester without the substitute instructor becoming the instructor of record for the course.

If at any time preceding the twenty (20) business day limit it is clear that the original instructor of record will not be returning to teach the course, the substitute instructor shall immediately become the instructor of record. As soon as the substitute instructor becomes the instructor of record for a course, they shall have the LHE value for the remaining portion of the

course added to their load card for the semester. The remaining Flex obligation for the prorated amount of LHE for the course will also attach to the assignment. The Flex obligation may be waived by the appropriate vice president for assignments made late in the semester or term.

If the original instructor of record is able to return prior to the end of a substitute assignment, the dean and/or vice-president may restore the original instructor of record to the course as of the date of their return. Under these circumstances, the LHE value assigned to the substitute instructor shall be reduced accordingly.

~~The FLEX obligation for all substitute assignments shall remain with the original instructor of record, and no compensation for FLEX will be included in pay of the substitute instructor.~~ The dean and/or vice-president may authorize pro-rated office hours for substitute assignments based on availability.

ARTICLE 8. WORKING CONDITIONS/SUPPORT SERVICES

8.1 Unit members will have, without charge to the unit member, access to available departmental administrative ~~secretarial~~ support, printing and media equipment and supplies to be used in the course of their assignments, e-mail accounts, ~~Web pages and~~ campus Internet, mailboxes, staff parking permits, identification, and library cards.

8.2 Unit members will be allowed to sign up for office hour space utilizing existing facilities on each campus to the extent available in order to meet with students. Unit members must utilize existing software and approval procedures to reserve a space for meeting with students.

8.3 The District will maintain secured office space on each campus for the exclusive use of unit members for activity reasonably related to the unit member's teaching responsibilities and communications. The District will provide table(s), chair(s) and computer(s) with Internet access for use by unit members.

8.4 Unit members shall be eligible to apply for travel and conference funding.

8.5 The District will provide to a unit member the District's requirements for the use of technology for administrative functions at the time an assignment is offered to the unit member. The unit member must be able to meet those requirements in order to accept the assignment. Administrative functions may include, but are not limited to ~~class~~ census rosters, drop ~~sheets~~rosters, and grade ~~reports~~submissions. Syllabi are required to be submitted via the syllabi@miracosta.edu email address by the end of the first week of the class~~through the portal or via e-mail~~.

Unit members will be able to access and use the same Course Management System(s) (CMS) approved and supported for the full-time faculty. Training in the use of approved and supported CMS will be available through regular (on-line and face-to-face) workshops open to unit members. ~~Many departments have agreed to utilize standardized technology solutions, these~~ Technology utilized by the department will be discussed with the unit member, along with the expectations for proficiency, at the time the initial or rehire offer of assignment is made.

8.6 Unit members shall be required to complete mandated training as directed and assigned by the District.

a. Depending on the topic, the training may be required on annual, biennial, or triennial basis. Unit members shall have a minimum of 30 days to complete any newly assigned training.

b. Unit members shall be compensated at their respective non-teaching hourly rate of compensation as specified in section 17.3 of the Academic Associate Faculty CBA for the established length of the ~~actual time spent on~~ mandatory training assigned by the District. ~~"Actual time spent" shall be understood to mean the length of each training module.~~All mandatory trainings will be assigned and available through District's training platform.

c. Unit members who have completed mandatory sexual harassment training in accordance with AB 1343 through another employer within the two-year compliance period may submit verification of compliance to the Human Resources Department (HR_Department@miracosta.edu) to satisfy this training requirement.

d. Unit members shall be compensated for mandatory training at the end of ~~in~~ the semester in which it was completed.

e. Unit members are required to complete mandated training in addition to their Flex obligations as outlined in Article 16 of the CBA. All mandated training is ineligible for compensation as Flex.

f. Failure to complete mandated training as directed and assigned may be cause for loss of scheduling priority and/or future assignments with the District.

ARTICLE 9. EVALUATION PROCEDURES

9.1 The major objectives of the evaluation process are to ensure that the District has highly competent and qualified academic staff, to improve individual performance, and to encourage professional growth.

9.2 The selection of the evaluator and observer (may be the same individual) will be made by the Dean or designee. Unit members will be evaluated during the first semester of employment at their assigned classroom or worksite, including online for distance education courses. Subsequent evaluations will be performed, at a minimum, every six semesters of employment. It is recommended that all unit members be evaluated during the first semester of any new assignment. If a unit member does not have an assignment in the semester that they are scheduled for an evaluation, they evaluation will occur in the next semester in which they have an assignment. For the purpose of this Agreement, subsequent semesters shall not include ~~the summer~~ intersession assignments. At the discretion of the department chair, lead instructor, dean or appropriate vice president, additional student evaluations and classroom/worksite visitations may be completed.

9.3 Evaluations will consist of the following components:

a. a classroom or worksite observation;

b. student surveys when appropriate;

c. review of sample materials relevant to the assignment (syllabi, course materials, lesson plans, education plans, librarian chat room transcripts, etc.);

d. an administrative review of workplace performance; and

e. at the option of the unit member, additional information relevant to the assignment may also be submitted, such as professional development activities, governance assignments, or other professional efforts that have not been recognized since the unit member's last evaluation period.

The District will negotiate any evaluation forms with the Association for input regarding the evaluation criteria for unit members as reflected in this Agreement prior to the implementation of the forms. This does not apply to modifications that are purely format, structural, or modality.

The District will provide training to all evaluators and observers on the process outlined in this Article. Effective Fall 2027, completion of this training is mandatory for evaluators and observers at least once every three (3) years.

9.4 The unit member scheduled for evaluation shall be notified by the fourth (4th) week (of a full sixteen (16)-week semester, or shortened proportionally for shorter sessions) after the start of the semester. The notification will include that the unit member has been scheduled for an evaluation and provided with the identity of the proposed observer. Upon notification, if the unit member believes the proposed observer is biased against them, then the unit member may request to their dean, in writing, that an alternate observer be designated. Any change in

observer will be at the discretion of the dean. A copy of the evaluation procedure, including evaluation criteria, will be provided to the unit member at the time of notification of the evaluation. Evaluative comments must be supported by the direct observations or other documented information since any prior evaluation.

9.5 Process and Criteria for Evaluation

a. Classroom / Physical Worksite Observation Process: A classroom or physical worksite location will be visited by an observer, as described below, who completes a formal evaluation.

i. The dean, or designee, will select the course and section number or the assigned duties for non-instructional unit members that will be observed, and a proposed two-week timeframe for the observation to take place. This information will be communicated in writing to the unit member. The observation will occur within the established two-week period. The observer and unit member are encouraged to mutually agree on a specific date and time for the observation, however, the observer may conduct the observation at any point during the two-week period.

ii. Each observation shall be based upon at least one (1) observation, lasting at least fifty (50) minutes. Evaluations are to be based predominantly on the observation and other factors that are visible to the observer.

iii. When feasible, the observation will be made by a full-time faculty member whose contract assignment is in the same discipline as that of the unit member being evaluated or is a discipline expert.

iv. Within ten (10) business days of the classroom or worksite observation, the observer shall conduct a post-observation meeting with the unit member, which will include discussion of the observations made by them.

b. Online Observation: Online observations should be comparable in scope to on-ground observations. To the extent practicable, if an online class will be observed, the unit member should be observed by a faculty member who has been certified to teach online. An online classroom or online worksite location will be visited by an observer, as described below, who completes a formal evaluation.

i. Each evaluation shall be based upon at least one (1) observation during a week-long observation period. The observation length should be at least fifty (50) minutes and does not have to be consecutive in nature. Evaluations are to be based predominantly on the observation and other factors that are visible to the observer. The observer should incorporate the criteria from the MiraCosta Online Education

Requirements checklist, including the level of regular and substantive interaction between the students and unit member.

ii. For classroom faculty, the dean or designee will select the course and section number that will be observed, and a proposed two-week timeframe for the observation to take place. This information will be communicated to the unit member. The observation will include one of the following two approaches below, as selected by the observer, to be used during a week-long observation timeframe:

1. The unit member must authorize student-level access for the observer. The observer may log into the online course and navigate the course in student view.

2. The observer and unit member may schedule a meeting, virtual or in-person, when both parties can access the online course in ~~both~~ the student ~~and Teaching Assistant~~ view. During this meeting, the unit member may demonstrate and explain the online course to the observer.

iii. For non-classroom faculty, the dean or designee will determine an online activity relevant to the unit member's assignment to be observed. As appropriate to the selected activity, the unit member may need to obtain advance approval of a student for the observer to participate in the activity.

iv. When feasible, the observation will be made by a full-time faculty member whose contract assignment is in the same discipline as that of the unit member being evaluated or is a discipline expert.

v. Within ten (10) business days of the last observation and/or interaction, the observer shall conduct a post-observation meeting with the unit member, which will include discussion of the observations made by them.

c. Student Surveys

i. Each unit member will have student surveys conducted in every course or non-classroom assignment during the first semester of their first assignment at the college, and, thereafter, at least once during every three (3) semesters within each discipline the unit member holds an assignment. Quantitative (numerical) student survey results will be included in the evaluation, including the number of student responses received. If student survey feedback is expected to have a material impact on the summary evaluation rating, the evaluator shall meet with the unit member being evaluated to discuss the feedback prior to completion of the summary evaluation report.

~~i.~~ii. Survey results will be weighted accordingly based on student response rate.

~~ii.~~iii. Student surveys may be administered for all contracted sessions during an evaluation period. Unit members will be notified of when student surveys will be distributed, whether in-person or online.

~~iii.~~iv. Unit members with non-classroom assignments should obtain a minimum of thirty-five (35) responses from the *Student Survey of Non-Classroom Services*.

~~iv.~~v. Copies of the student surveys will be given to the unit member upon grade submission for that course.

d. The criteria for evaluation may include:

i. Demonstrated skill in classroom teaching, counseling or library work, which may include: (completed by the observer)

1. Maintaining currency and depth of knowledge in the primary areas of responsibility;

2. Using effective communication, written and oral;

3. Fostering an inclusive learning environment toward equitable outcomes;

4. Demonstrating a commitment to cultural competence and equity-minded pedagogies;

5. Ensuring careful attention to effective organizational skill in the classroom and /or other worksite(s);

6. Utilizing specific techniques or technology utilized in the classroom and/or worksite(s); and

7. Demonstrating creativity and innovation in the specific area of assignment.

ii. Respect for students' rights and needs by: (completed by the observer)

1. Demonstrating patience, fairness, and promptness in the evaluation and discussion of student work;

2. Exhibiting sensitivity and responsiveness to the needs of individual students and their special circumstances, when appropriate;

3. Demonstrating sensitivity to and understanding of the diverse academic, social, economic, cultural, ability and ethnic backgrounds of community college students which affect the learning process in the specific area of assignment;

4. Acknowledging and defending the free inquiry of students in the exchange of criticism and ideas; and

5. Recognition of the opinions of others.

iii. Respect for colleagues and the educational profession by: (completed by the observer and/or evaluator)

1. Acknowledging and defending the free inquiry of colleagues in the exchange of criticism and ideas;

2. Recognizing the opinions of others;

3. Acknowledging sources, when appropriate;

4. Striving to be objective in the professional judgment of colleagues;

5. Acting in accordance with the ethics of the profession and with a sense of personal integrity;

6. Working in a spirit of timely cooperation to cultivate and maintain a collegial atmosphere.

7. Timely response to administrative requirements;

8. Demonstrating sensitivity to human and cultural diversity among colleagues; and

9. Maintaining contractual obligation to teaching and worksite hours and if appropriate, to regular and timely office hours and/or the course outline of record.

iv. Participation in student learning outcome assessment processes. (completed by the observer and/or evaluator) Results of student learning outcome assessments shall not be a factor in unit member evaluations.

v. Associate faculty are encouraged to participate in or attend professional activities such as workshops, seminars, or professional meetings as their schedules permits.

9.6 A summary evaluation report shall be submitted to the unit member for review and response ten (10) ~~working~~ business days before the end of the semester or earlier. In the event the unit member does not agree with the contents of the evaluation, they shall submit a response within five business days from receipt of the Evaluation Report and may request a meeting to review the contents of their response with their evaluator prior to the end of the current semester. The summary evaluation and any response from the unit member shall be included in the unit member's personnel file.

9.7 A unit member will be notified of performance that is unsatisfactory or needs improvement. The evaluation will enumerate the problem area or areas with specific suggestions of improved performance on the evaluation form.

a. For unit members who have ~~reemployment preference~~scheduling priority, an Evaluation Summary of "Needs Improvement ~~Possible~~" or "Does Not Meet Expectations" will result in a written plan for improvement. The written plan for improvement will be outlined on the "Summary Assessment" of the evaluation form. A follow-up evaluation will be conducted the following semester. The observation will be conducted jointly by the dean and an additional observer which may or may not be the original observer.

b. If a follow-up evaluation results in an Evaluation Summary of "Needs Improvement ~~Possible~~" or "Does not Meet Expectations," the unit member will lose ~~reemployment preference~~scheduling priority and be removed from the list. The unit member may appeal this decision to the appropriate vice-president, in writing, within ten (10) days.

c. For unit members without scheduling priority, an Evaluation Summary of "Needs Improvement" or "Does Not Meet Expectations" may be recommended for a written plan for improvement or release from future assignments with the District.

9.8 Intellectual Property: A faculty member may decline any request to share or copy their intellectual property for use by another faculty member without fear of disciplinary or other adverse action. The District protects faculty members from adverse actions in their employment because they declined to share their intellectual property. Adverse actions include, but are not limited to, actions adversely impacting working conditions or otherwise denying any employment benefit to the faculty member. Any faculty member who believes they have suffered an adverse action as described in this paragraph shall report such conduct to Human Resources.

~~a.~~9.9 Unit members who serve as Head Coaches in the Athletic Department shall be evaluated separately for their coaching assignments. The coaching evaluation shall occur in the first semester of assignment and at least once every six regular semesters thereafter. The evaluation shall occur at the conclusion of the season of sport or the academic year. The coaching evaluation shall be conducted by the dean or Athletic Director.

~~9.9~~9.10 The grievance procedure may be utilized for resolving alleged procedural disputes with respect to the evaluation process. The content or substance of the evaluation is not subject to the grievance procedure.

~~9.10~~9.11 The timeline for evaluating unit members who teach courses that are of nonstandard duration shall be modified proportionally.

~~9.11~~9.12 A unit member who has a break in service of eighteen (18) months or more, for any reason, will be considered a first-time unit member for purpose of evaluation.

~~This Article may be reopened by either party during the 2024-25 academic year.~~

ARTICLE 10. RIGHT OF INTERVIEW

10.1 A unit member's application packet for an advertised full-time academic position will be forwarded for screening to the Screening Committee provided they meet the following requirements: (a) the advertised minimum qualifications for the position; and (b) completion of all the required application procedures.

10.2 The Screening Committee shall interview those unit members from the list of applicants who are considered among the top ten (10) applicants by the Committee.

10.3 For each advertised full-time Academic position, the District will provide the Association upon completion of the hiring process with the number of applicants meeting the minimum qualifications, the number of unit members who applied, and the number of unit members interviewed by the Screening Committee.

10.4 When reasonably feasible, vacant part-time positions will be posted on the college Web site.

ARTICLE 11. OFFICE HOURS

11.1 Office hours are designed to allow a one on one contact between instructor and student. Unit members teaching credit ~~courses~~ ,Noncredit ESL, Adult High School. Adults with Disabilities, and Short-Term Vocational courses shall be eligible for ~~two (2)~~ paid office hours per assigned LHE during the semester or term of the assignment in the following amounts:

- 3 LHE or less: 8 office hours
- 6 LHE or less: 16 office hours
- 10 LHE or less: 24 office hours

Compressed classes shall have the same amount of office hours during the time the class is in session.

The maximum number of compensated office hours for an entire semester will not exceed the amounts listed above for total assigned LHE.
~~11.1~~

11.2 ~~Librarians and c~~Cooperative work experience and intern studies instructors shall be entitled to three (3) hours per semester for individual appointments.

~~11.3 Noncredit ESL, Adult High School, Adults with Disabilities, and Short-Term Vocational instructors shall be eligible for (2) paid office hours per assigned LHE during the semester of the assignment.~~

~~11.4~~11.3 Office hours shall be paid at the flat rate of $~~50~~ 55per hour. Office hours must be scheduled so as to ensure the maximum availability for student consultation, shall be held in an appropriate location as requested and assigned, and must be held in conjunction with a schedule submitted to and approved by the appropriate dean at the beginning of the semester. Scheduled office hours may be held virtually. Information that enables the District to evaluate the services shall be reported to the dean at the end of the semester.

11.4 To ensure eligibility for office hours compensation, unit members must include their scheduled office hours on their syllabus and submit their syllabus to the District via the syllabi@miracosta.edu email address by the end of the first week of the class. The unit member must submit all office hours held during the semester or term to their dean via the Office Hours Time Report, to be reviewed for approval by the dean.

Office hours must be submitted no later than:

- May 15 for Spring semester
- December 15 for Fall semester

ARTICLE 12. SALARY SCHEDULE AND PLACEMENT

12.1 The salary schedules for all unit members shall be as set forth in the attached Exhibits A (Associate Faculty Classroom Salary Schedule) and B (Associate Faculty Non-classroom Salary Schedule).

12.2 Upon ratification of this Agreement, the salary schedules for all unit members shall be adjusted in the following manner:

~~i. 2025-2026: The salary schedule will be restructured to provide a consistent 4% increase between each class and a 3% increase between each step. A 2.5% Cost of Living Adjustment (COLA) will be applied to all cells on the restructured salary schedule.~~

a. Y-rating: Unit members whose salary placement on the 2025-2026 restructured salary schedule would result in a lower hourly rate of pay will be Y-rated at their 2024-2025 hourly rate of pay. These unit members will remain Y-rated until they progress on the salary schedule and their hourly rate of pay is equal to or greater than the Y-rated hourly rate.

b. Classroom Salary Schedule:

i. 2026-2027: The salary schedule will be restructured to provide an additional 1.5% on schedule increase to apply to the 2025-2026 schedule to achieve greater parity between the full-time faculty and associate faculty salary schedules. After the schedules have been increased to move toward parity, an additional Cost of Living Adjustment ("COLA") will be applied to all cells on the restructured salary schedules in the same amount as the full-time faculty salary schedule effective July 1, 2026.

ii. 2027-2028: The salary schedule will be restructured to provide an additional 1% on schedule increase to apply to the 2026-2027 schedule to achieve greater parity between the full-time faculty and associate faculty salary schedules. After the schedules have been increased to move toward parity, an additional COLA will be applied to all cells on the restructured salary schedules in the same amount as the full-time faculty salary schedule effective July 1, 2027.

iii. 2028-2029: COLA will be applied to all cells on the salary schedules in the same amount as the full-time faculty salary schedule effective July 1, 2028.

c. Non-Classroom Salary Schedule:

i. 2026-2027: COLA will be applied to all cells on the salary schedules at half the amount of the full-time faculty salary schedule effective July 1, 2026.

ii. 2027-2028: COLA will be applied to all cells on the salary schedules at half the amount of the full-time faculty salary schedule effective July 1, 2027.

iii. 2028-2029: COLA will be applied to all cells on the salary schedules at half the amount of the full-time faculty salary schedule effective July 1, 2028.

12.3 All unit members shall be placed on the schedules according to the criteria in sections 12.4 and 12.5

12.4 Initial placement on the salary schedule above Class I is based on the number of units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program (see Exhibit C for class descriptions).

Quarter hours are equivalent to two-thirds of a semester hour. Fractional parts of units are not converted to a whole unit. However, fractional parts of units may be combined to equal one full unit.

For purposes of salary placement, all degrees and/or college units shall be measured against the following definition of "accredited institution":

> An accredited institution shall be any institution of higher education that is accredited by one of the six nationally recognized, regional accrediting associations: Middle States Association of Colleges and Secondary Schools; New England Association of Schools and Colleges; North Central Association of Colleges and Secondary Schools; Northwest Association of Schools and Colleges; Southern Association of Colleges and Schools; Western Association of Schools and Colleges.

Institutions such as vocational or professional schools shall be considered accredited if they have been accredited by the recognized organization charged with accrediting such special types of institutions.

12.5 Initial Step Placement and Step Progression: Effective July 1, 2025, step progression after initial placement on the salary schedules shall be based exclusively upon experience with the District, with advancement after one (1) year of service at a step. Years of service shall be calculated as follows:

a. One year of service shall consist of the completion of two semesters of service.

b. One semester of teaching service shall require the teaching of at least one full semester course or its equivalent. (No additional credit is given for teaching more

than one class during a semester.)

c. One full season of coaching shall be considered equal to a semester.

d. For non-classroom unit members, two hundred (200) hours or more during a fiscal year of nonteaching service shall equal one year. (Hours may not be carried forward to a new fiscal year.)

e. Maximum credit for salary advancement shall be two (2) semesters in any fiscal year.

f. Advancement on the salary schedule shall be granted only as of July 1st.

g. Placement on the salary schedule shall be as a new employee after a break in service exceeding eighteen (18) months, except in circumstances when the break is due to a class cancellation due to low enrollment, the class is assigned to a full- time faculty member or the class is not offered for two or more consecutive semesters. In these cases, confirmation by the dean or appropriate administrator shall be required to reinstate the unit member to their prior salary placement.

12.6 Advancement on the Salary Schedule: Each unit member must have a recognized objective that would lead either toward improvement in their teaching/work field and/or a Master's or Doctoral degree. Unit members may be granted credit on the salary schedule for a maximum of eight units of lower-division work that is relevant to their area of service, taken at accredited colleges or universities. For instance, a language teacher may want to better understand their own language by taking courses in a foreign language that they have not previously studied. This type of course is usually offered only on a lower-division level.

~~12.6~~12.7 Pay for Cancelled Course Assignments: Unit members shall be paid for the first week of an assignment when class is canceled less than two weeks before the beginning of a regular semester. The unit member shall also be paid for any Flex obligations completed prior to the notification of the class cancellation.

~~12.7~~12.8 State-Funded Parity Pay

a. Calculation and definition of parity: In accordance with the 2001 Budget Act, the parties have met, negotiated and agreed to full parity as equal to:

i. 70.31% of the full-time faculty salary schedule expressed as an hourly rate per year, per LHE, and per work hour for all assignments other than counseling and librarian duties, and

ii. 87.713% of the full-time faculty salary schedule per year, per LHE, and per work hour for counseling and librarian duties.

iii. Calculation of parity: Exhibit D, Calculation of Parity, demonstrates the calculation of the two parity percentages and calculates the 2021-2022 status of parity for the unit members.

~~12.8~~12.9 Distribution of State-Funded Parity

a. Payment of parity: The parties further agree that restricted parity funds received by the District from the state for purpose of attaining parity shall be only be distributed after there is a final signed state of California budget that includes dedicated funds for parity, and after the California Community Colleges' Chancellor's Office has distributed an allocation of the funds to the District.

b. Distribution of parity: State-provided parity funds shall be paid off-schedule and shall be prorated to all part-time classroom academic employees (credit and noncredit) based on an estimate of paid instructional hours (LHE) to be worked during the fiscal year, excluding office hours, meetings, flex, and other ancillary activities. It is expressly agreed that parity monies shall be paid apart from the salary schedule with any obligation under this Section to be strictly limited to state monies actually received.

~~12.9~~12.10 Unit pay. The District calculates a unit member's salary for full semester length courses for the entire semester and pays it in four equal installments. For such courses in a fall semester, payments would be made in September, October, November, and December and for spring courses, payments would be made in February, March, April and May. For summer, there will be one payment in June and one payment in July reflective of the hours worked in each month. For winter intersession, there will be one payment in January.

For assignments of less than a full semester (i.e. eight (8)-week courses and late start courses) the payments will be divided in equal installments over the remainder of the semester.

Excluded from this method of payment are (1) hourly counselors, and (2) instructors of classes that are four weeks or less in duration.

Both the Association and the District understand that it is possible that a unit member may be erroneously overpaid, and both parties agree that in that circumstance the District will act in a timely manner to notify the unit member and work with them to develop a repayment plan to recover the overpaid funds.

The parties also understand that it is possible that a unit member may be erroneously underpaid, and agree that in that circumstance the District will act in a timely manner to either A) notify the unit member within seven calendar days of the discovery of the underpayment, or B) investigate an underpayment claim upon notification from a unit member. The affected unit member will be paid during the next regularly scheduled payroll cycle following the resolution of the underpayment discovery or claim unless the amount of underpayment is $200 or more. In that event, the District will provide a paycheck as soon as practicable and no later than five business days.

ARTICLE 13. HEALTH BENEFITS

Preamble: It is the intent of the Parties to comply with the provisions of the Part-Time Faculty Health Insurance Program (chaptered as Education Code Sections 87860–87868) which provides up to 100% reimbursement to the District for the cost of providing health insurance to eligible unit members and their dependents. The following section shall be effective the first day of Fall 2026:

13.1 Per Education Code section 87861, "health insurance benefits" include medical benefits, but does not include vision or dental benefits.

13.2 Part-time Faculty Eligibility: To be eligible to participate in District provided health insurance benefits at a coverage level equivalent to what is offered to full-time faculty, part-time faculty participants must meet either of the following definitions:

~~13.2.1 Unit members shall be eligible for health insurance benefits upon completion of two (2) semesters of at least forty (40) percent of a full-time load or more service within the preceding two (2) academic years, so long as they continue to have an active assignment with the District and authorize payroll deductions or make payments as required by Section 13.6 below. The calculation of load eligibility will be based on the actual load of those prior semesters.~~

a. Part Time Faculty: Defined as faculty with an assignment at the District that is equal to or greater than forty (40%) percent of a full-time faculty assignment per semester of eligibility. ~~Health Insurance benefit premiums for those described in 13.2.1 are not paid for by an employer other than a community college district per Education Code 87864.~~ Unit members shall be ineligible for health insurance benefits with the District under this section if they receive health insurance benefits as an employee, spouse, or dependent paid for by any other employer, except for another community college district per Education Code 87864. Dependents of unit members shall not be eligible for coverage if they receive health insurance benefits from another source. Unit members will be required to certify to the District that neither they nor any eligible dependent is receiving health insurance benefits from another source simultaneously.

~~a.~~b. Multidistrict Part-Time Faculty: Defined as faculty with assignments at two (2) or more community college districts that when added together is equal to or greater than forty (40%) percent of a full-time faculty assignment.

i. To be eligible for reimbursement for a portion of their paid health insurance benefit premiums, a Multidistrict Part-Time Faculty employee must meet all of the following criteria per semester of eligibility:

ii. Must have an assignment of less than forty percent (40%) at MiraCosta College and not be eligible to receive benefits offered to part-time faculty, as defined in section 13.2.1;

iii. Work in two (2) or more California community college districts during the same coverage period.

iv. Do not qualify for health insurance benefits at another California community college district that offers part-time faculty health insurance benefits or have an assignment of forty percent (40%) or more;

v. Have purchased health insurance benefits covering themselves and/or their eligible dependents; and

vi. Not have received health insurance benefit coverage from any other employer sponsored plan, or as a covered dependent of anyone receiving coverage from an employer sponsored plan.

vii. The determination of eligibility for Multidistrict Part-Time Faculty shall be based on reasonable documentation establishing the above criteria during the academic year (Fall and Spring semesters) to verify that the cumulative assignment meets the 40% criteria, as well as enrollment and premiums paid for health insurance benefits.

13.3 The District shall offer health insurance benefits to unit members through a vendor determined by the District. It is the intention of the parties that the health insurance benefits offered to unit members should be the same all plans that are ~~as a plan that is~~ offered to full-time faculty of the District at the time of the effective date of the Agreement. ~~Any plan changes will be negotiated prior to implementation.~~ The District will pay ~~100 percent of the~~ premiums of the selected plan for eligible unit members and their dependents at the same rates and coverage levels as full-time faculty. ~~("employee only"). Unit members shall contribute seventy-five dollars ($75) per month to add one additional dependent ("employee plus one") or one-hundred and fifty dollars ($150) per month for family coverage ("employee plus family"), deducted during standard payroll months.~~

~~Payment for employee plus one or family coverage will be deducted from the unit member's pay warrants in equal amounts over each semester. For example, if there are five months of coverage in Fall semester, the total amount due for the five months will be spread evenly over the payroll in Fall semester. If there are seven months of coverage in the Spring semester, the total amount due for the seven months will be spread evenly over the payroll in the Spring semester.~~

13.4 Enrollment process: ~~for PTF~~

a. The District will notify unit members of their eligibility based on their assignment load ~~as of August 15~~ for the fall and ~~January 15 for the~~ spring semesters.

b. The unit member will submit the enrollment documentation for their selected health insurance benefit plan to the District during the publicized open enrollment period. ~~no later than August 31 for the fall coverage period and January 31 for the spring coverage period.~~ Unit members who choose not to enroll in health

insurance coverage with the District must wait until the next open enrollment period to enroll for benefits.

c. For initial eligibility for unit members described in 13.2.1, coverage will be effective as of September 1 for fall and February 1 for spring.

d. Qualifying Events: Unit members have thirty-one (31) days for enrollment changes after experiencing a qualifying life event, including but not limited to, marriage, declaration of domestic partnership, birth or adoption of a child, divorce, dependents over the age of 26, or loss of other health insurance benefits.

13.5 Continuity of Coverage: Once eligibility for coverage has been determined for an open enrollment period, health insurance benefits shall continue without interruption during the respective coverage period regardless of any change in load or assignment during that period. Unit members that subsequently become ineligible due to falling below forty (40%) percent shall not continue to receive contributions towards District-paid health insurance benefits at the next open enrollment period. Unit members that become ineligible shall be provided with notice of continuation (i.e. COBRA) coverage, and will be eligible to enroll in self-paid COBRA coverage at their own expense, provided that they meet minimum COBRA eligibility requirements. The unit member may be eligible for Multidistrict Part-Time Faculty reimbursement for their COBRA or other health insurance benefit coverage if they meet the qualifications in 13.2.3.~~Unit members shall be ineligible for continued health insurance benefit coverage if they have an assignment with the District that drops below 40% of a fulltime load in two (2) consecutive semesters.~~

13.6 Reimbursement Process for Multidistrict Part-Time Faculty:

a. Unit members meeting the definition of Multidistrict Part-Time Faculty may submit documentation of individually purchased health insurance benefit coverage for partial reimbursement. Eligible Multidistrict Part-Time Faculty members may submit for reimbursement for the cost of premiums (for both individual and eligible dependents covered under the unit member's medical benefit).

b. Multidistrict Part-Time Faculty shall submit proof of the cost of coverage and the names of the other districts in which they work to meet the 40% total threshold.

c. Upon confirmation of the payment by the Multidistrict Part-Time Faculty member and receipt of the required documentation, the District shall issue a reimbursement equal to its proportional share of this premium payment for up to six (6) months in any given fiscal year, either July-to-December or January-to-June. The District's proportionate share shall be determined by dividing total health insurance premium paid by the unit member by the total number of community college districts in which the unit member currently holds an active assignment. The District's share shall not exceed that which it would have paid if the unit member had been enrolled in the District's most commonly subscribed family medical plan.

d. Reimbursement requests may be returned to the unit member without

action if the eligibility criteria have not been met, if the request seeks reimbursement for anything other than employee-paid health insurance benefit premiums, or if supporting documentation is insufficient. Reimbursement requests that have been returned to the unit member without action will include the reason(s) the request was returned, and may be resubmitted for subsequent review. Reimbursement requests must be submitted within six (6) months (i.e., December for coverage that ended the preceding June).

~~13.5 Unit members whose earnings in any month are insufficient to cover any premium copayment for dependents shall submit required premium payment(s) to the District no later than the tenth (10th) of the month following the month for which said premium was due. For example, if the unit member had a premium payment due in February and their pay warrant was insufficient to cover the premium amount, they would need to pay the premium amount owed to the District by March 10. Failure to adhere to the established deadline for payment by the unit member shall result in immediate termination of coverage. Unit members remain responsible for their portion of benefit premiums paid on their behalf through the coverage period.~~

~~13.6~~13.7 Unit members are required to provide thirty (30) days' notice prior to voluntary termination of benefits. Voluntary termination of ~~medical~~ health insurance benefit coverage will occur as of the first of the month following notification. COBRA will not be offered in the event of voluntary termination. ~~In the event that the unit member terminates coverage and has already paid for coverage that will not be used, the District will reimburse the unit member the amount overpaid during the next standard pay period of the District.~~

~~13.7~~13.8 The District may make such modifications as it deems necessary for unit member health benefit coverage and eligibility to comply with the Affordable Care Act provided that no unit members eligibility or benefits shall be reduced below the levels provided in this Article.

~~13.8~~13.9 If the annual premium renewal rates for health insurance benefits represent an aggregate increase of more than 10 percent, or the District receives less than the ~~50~~ 100 percent reimbursement rate from the State due to insufficient State funding, the District and the Association agree to immediately reopen negotiations on this Article.

ARTICLE 14. RETIREMENT BENEFITS

Newly hired unit members may elect either the STRS Defined Benefit (DB) or STRS Cash Balance (CB) plan at the time of employment with the District. Unit members who elect the CB option may elect enrollment in the DB plan at any time by completing the required permissive election form, which can be obtained from the Human Resources Office. Once a member elects the DB plan with the District, the election is irrevocable.

The District currently considers 528 hours as the equivalent of one year of full time service for STRS DB service credit for credit associate faculty and 876 hours as the equivalent of one year of full time service for STRS DB service credit for noncredit associate faculty. For associate counselors and librarians, the District considers 1,365 hours as the equivalent of one year of full time service.

ARTICLE 15. LEAVES OF ABSENCE

15.1 Definition of Immediate Family. Unless otherwise specified below, immediate family shall include a unit member's current spouse, domestic partner, parent (biological, foster or adoptive, stepparent, or legal guardian), mother-in-law, father-in-law, grandparent, child (biological, adopted, foster child, stepchild, legal ward, child of a domestic partner, or a child in loco parentis), grandchild, brother, sister, a "designated person" who is an individual of significant importance to the unit member (one individual may be designated per 12-month period), and any relative living in the unit member's immediate household.

15.2 Sick Leave.

a. Sick Leave may be used in the following circumstances:

i. For absences related to the diagnosis, care or treatment of an existing health condition, or preventive care for a unit member or unit member's immediate family;

ii. For absences related to the diagnosis, care or treatment of an existing health condition of, or preventative care for a "designated person"

iii. For unit members who have been a victim of domestic violence, sexual assault or stalking:

4. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;

5. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;

6. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;

7. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation; or

8. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the unit member or their child.

b. Accrual of Sick Leave: For instructional assignments, sick leave shall be ~~accumulated~~ accrued at the rate of 2-hours per assigned LHE. For hourly counselors and librarians, sick leave shall be ~~accumulated~~ accrued at the rate of 1 hour for every 22 hours worked.

Accrual under Education Code 87781: Unit members with instructional assignments are credited with all eligible sick leave at the beginning of each semester of service. Unit members with non-instructional assignments accrue sick leave each month based on actual hours worked.

~~Purpose~~Minimum Sick Leave: A ~~U~~unit member~~s~~ whose accrued leave balance totals less than forty (40) hours in a fiscal year pursuant to Education Code 87781 will have their annual leave balance increased to forty (40) hours as described in this section. Unit members whose sick leave accrual exceeds forty (40) hours in a fiscal year do not accrue additional sick leave hours pursuant to this section. ~~of sick leave per fiscal year will be credited with the difference between their accrued sick leave and the minimum number of hours required by law.~~ This minimum sick leave allotment (which is in addition to accrued sick leave pursuant to Education Code 87781) will not accumulate from year-to- year and is not eligible for service credit.

~~Accrual: Unit members are credited with all eligible sick leave at the beginning of each semester of service. A unit member whose leave balance totals less than forty (40) hours in a fiscal year, will have their leave balance increased to a maximum of forty (40) hours as described in this section. Unit members whose sick leave accrual exceeds forty (40) hours in a fiscal year do not accrue additional sick leave hours pursuant to this section.~~

Example 1: A unit member is scheduled to teach one 3-LHE course section per semester. Pursuant to section 15.2, the unit member will accrue six (6) hours of sick leave per semester or twelve (12) hours per fiscal year. Under this section, the unit member would be credited with up to an additional sixteen (16) hours of sick leave per fiscal year.

Example 2: Another unit member is scheduled to teach three course sections, for a total of 10-LHE per semester. The unit member is eligible for twenty (20) hours of sick leave per semester or forty (40) hours per fiscal year. Under this section, the unit member would not receive any additional sick leave hours per fiscal year.

c. Debiting Sick Leave: For days of sick leave debited, a day shall be defined as consisting of six (6) hours. For any day in which an employee is absent for part or all of their hourly assignment, sick leave shall be debited for the work hours missed (contact and prep hours as defined by the appropriate discipline factor). If an employee has exhausted all fully paid sick leave, pay will be docked for the work hours missed.

d. Use of Sick Leave: A unit member must report the absence and submit their ~~necessary paperwork to the payroll office~~absence in the District's timekeeping system within two (2) business days of the return from sick leave. A unit member may use the sick leave available to them for the semester in which the absence occurs prior to the actual accrual of that sick leave. If a unit member fails to return to their assignment, and is paid for any unaccrued sick leave, the District will exercise its right to recover payment through legal means available. ~~deduct from the employee's final salary payment~~

~~the value of the unaccrued sick leave from the unit member's final paycheck for the semester. In the event that the final paycheck is insufficient, or the deduction authorized by this provision is not made, the unit member will promptly reimburse the District for used, unaccrued sick leave within fifteen (15) business days of any such request. If a unit member has an amount payable from a previous term when they are hired for a subsequent term, the amount payable from that previous term will be deducted from the first paycheck of the subsequent term. If a unit member has an amount payable from the fall term, repayment must be made by a personal check from the employee and IRS regulations may require that a corrected W-2 be issued.~~

e. Catastrophic leave. Catastrophic leave shall continue as currently provided in Administrative Procedure 7345, except as outlined below:

i. The maximum amount of time for which donated leave credits may be used may not exceed the current semester or intersession during which the unit member is employed.

ii. If the transfer of leave credits is approved by the board, any employee may, upon written notice to the board, donate eligible leave credits at a minimum of one hour, and in hour increments thereafter, to a maximum of sixteen (16) hours per situation.

iii. An employee must retain no fewer than four (4) days of sick leave on record to be eligible to donate sick leave days.

iv. All transfers of eligible leave credits are irrevocable once donated. If the credits are not used by the recipient within the eligibility period, they will be returned to the donor.

15.3 Personal Necessity Leave.

a. A unit member may use up to sixty percent (60%) of the amount of sick leave earned within the current semester for personal necessity leave.

b. Personal necessity is defined as unavoidable in nature, beyond the unit member's immediate control, and not solely for their own personal convenience.

c. Personal necessity leave is limited to:

i. Death of a member of the immediate family when additional leave is required beyond bereavement leave.

ii. Serious illness of a member of the immediate family.

iii. Accident involving the employee's person or property, or the person or property of their immediate family member.

iv. Unavoidable family commitments.

v. Emergency administration of estate problems relative to the immediate family.

vi. Observations of a day of religious significance.

vii. Appearance in court as a litigant, witness, party, or under subpoena.

viii. Other personal emergency or necessity as approved in advance whenever possible by the President or designee.

ix. Any other significant event, personal to the unit member, for which other paid leave of absence is not permitted, which, under the circumstances, the unit member cannot reasonably be expected to disregard, and which requires the immediate attention of the unit member during their assigned hours.

d. Administrative Approval. A unit member shall be required to certify ~~sign, on a prescribed form, a statement~~ that such absence was due to personal necessity, as defined above, and may be required to provide reasonable verification of such necessity.

15.4 Bereavement Leave.

a. Unit members shall be granted three (3) paid work days and two (2) unpaid work days, or the use of up to two (2) paid personal necessity days for bereavement following the passing of an immediate family member. In cases where out-of-state travel is necessary, five (5) paid work days ~~may~~ shall be granted.

b. Leave is granted at full hourly pay for absence from the class or classes or non-instructional assignment that the employee is scheduled to teach/work during the specified period of leave.

15.5 Jury Duty.

a. Written Request. Unit members may be granted a paid leave of absence when called for jury duty. Upon knowledge of necessity for the leave, a written request shall be submitted to the appropriate dean or designee at least ten (10) days in advance. If absence for jury duty would seriously impair the operation of the District, the unit member's dean or designee may request that the unit member postpone jury service to a later date.

b. Compensation. A unit member serving on jury duty shall receive full pay for a maximum of twenty (20) days annually upon receipt of certification of service. As employees of a public agency, fees paid to the unit member by the court should be rejected; however, reimbursement for mileage may be retained. Unit members must report such leave on District's timekeeping system and submit an attendance slip or letter that has been stamped with the date and time of attendance to payroll in order to receive payment for jury duty.

15.6 Military Leave. Qualifying military leave shall be granted in accordance with the California Military & Veterans Code section 389 *et. seq.* and the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA"), 38 U.S.C. section 4301, *et. seq.*

15.7 Parental Leave: Parental leave is leave for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member. Leave provided under this section is done in accordance with Education Code section 87780.1.

a. Eligibility: Unit members whose initial date of hire is at least twelve (12) months prior to taking parental leave and who have had scheduled assignments for the previous two (2) semesters (excluding summer and winter intersessions) are eligible to take parental leave under this section. Unit members are not required to have worked a minimum of 1,250 hours in the twelve (12) months prior to the leave to be eligible for parental leave.

b. Compensation: A unit member may utilize their accumulated sick leave for purposes of parental leave. When a unit member exhausts all available sick leave and continues to be absent on account of parental leave under this section, the unit member shall be eligible to be paid 50% of their current or offered assignment for the semester.

c. Maximum Duration: Paid parental leave shall be exhausted after twelve (12) workweeks. The twelve (12) weeks are workweeks, so if a unit member is scheduled to work four days a week, they are entitled to twelve (12) four-day weeks off. A unit member shall not be entitled to more than twelve (12) workweeks of parental leave in any twelve (12) month period.

d. Use: Parental leave must be taken within twelve (12) months of the date of birth or placement of the child with the unit member. The twelve (12) workweeks do not have to be taken consecutively. If both parents are employees of the District, both shall be entitled to take this leave.

e. Unpaid Parental Leave. Upon written request, a unit member may request additional unpaid parental leave. Parental leave shall be granted for a maximum of twelve (12) months, whether paid or unpaid. Consideration will be given to granting an extension of the leave, if requested, until the beginning of the next school semester should the expiration of the twelve (12) months of parental leave occur during the school year.

15.8 Reproductive Loss Leave.

a. Definitions: "Reproductive loss event" is defined as the day (or for a multiple-day event, the final day) of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction (such as artificial insemination or embryo transfer).

i. A failed adoption event applies to a unit member who would have been a parent of the adoptee if the adoption had been completed.

ii. A failed surrogacy event applies to a unit member who would have been a parent of a child born as a result of the surrogacy.

iii. A miscarriage event applies to a unit member who experienced a miscarriage, who is the current spouse or domestic partner of a person who experienced a miscarriage, or who would have been a parent of a child born as a result of a pregnancy that resulted in miscarriage.

iv. A stillbirth event applies to a unit member whose pregnancy resulted in a stillbirth, who is the current spouse or domestic partner of a person whose pregnancy resulted in a stillbirth, or who would have been a parent of a child born as a result of a pregnancy that resulted in stillbirth.

v. An unsuccessful assisted reproduction event applies to a unit member who experienced such event, who is the current spouse or domestic partner of a person who experienced such event, or who would have been a parent of a child born as a result of a pregnancy had the assisted reproduction been successful.

b. Eligibility: A unit member who has been employed by the District for at least thirty (30) days and who has experienced a reproductive loss event or whose spouse or partner has experienced a reproductive loss event, shall be eligible for five (5) days of leave. The leave must be taken within three months of the reproductive loss event and does not have to be taken on consecutive days.

c. Compensation: Unit members taking reproductive loss leave may utilize their available sick leave. A unit member is also eligible for bereavement leave in the event of a stillbirth.

d. Coordination with Other Leaves: If prior to or immediately following a reproductive loss event, a unit member is on or chooses to go on leave under California's pregnancy disability law ("PDL"), or any other leave provide by state or federal law, then the unit member may take reproductive loss leave within three months of finishing the other form of leave.

e. Maximum Duration: If a unit member experiences more than one reproductive loss event in a year, they are entitled to no more than twenty (20) days of reproductive loss leave in a twelve (12) month period.

f. Confidentiality: The District shall maintain the confidentiality of the request and purpose of the leave for a unit member under this section, except as necessary to affect the purpose of the leave.

15.9 Notifications of absences. A unit member who needs to take any eligible leave listed in this Article must provide the following notifications prior to taking the leave or as soon as practicable:

a. Notify their Dean and Department Chair as soon as the unit member becomes aware of the need for leave, or as soon as reasonably practicable.

b. Unit members with instructional assignments shall post a notification in the District's learning management system and email all students on the class roster, informing them of the expected absence, anticipated return date, and any substitute information.

~~15.6~~c. Online education: Unit members teaching asynchronous courses whose leave will affect their ability to maintain regular and substantive interaction with students, shall also report leave in accordance with these procedures. For purposes of this article, "regular and substantive interaction" means the ability to respond to student emails, questions, discussion boards, assignments, regular course announcements, and activities, within two (2) business days (48 hours).

ARTICLE 16. PROFESSIONAL GROWTH (FLEX)

16.1 Effective August 14, 2015 flex activities will be required of all instructional unit members and paid flex activities will be limited to two (2) hours of flex per LHE assigned (for instructional time) during the regular (fall and spring) semesters. Payment for required flex is included in the unit member's base salary and failure to complete the work will result in a deduction from the final check for that semester.

Presenters of flex activities may claim twice the hours scheduled for that activity to reflect preparation time.

16.2 The District may require first-year instructional employees to use a portion of their flex time to participate in District-designated training activities before classes begin. Unit members shall be paid for any flex activities that are approved by the Professional Development Program Committee as long as all procedures and deadlines are adhered to and contractual limits in this article are not exceeded.

16.3 Professional growth activities for counselors and librarians will be paid at the hourly rate when completion is assigned and required by the District.

16.4 An instructional unit member may voluntarily participate in professional growth activities, such as trainings, conferences, or seminars, outside of the regular academic semester. Participation in professional growth activities outside of the regular academic semester is not required by the District, will not increase or decrease a unit member's chance of being offered an assignment in a subsequent semester, and will not result in any disciplinary action for failure to attend. An instructional unit member may apply to have training completed outside of the regular academic semester credited toward their flex obligation during the next regularly scheduled academic year. The Professional Development Program Committee shall have the discretion to credit an activity for flex completion purposes.

ARTICLE 17. ASSIGNED TIME

17.1 The number of unit members elected to the Academic Senate will alternate between five representatives and six representatives, in two year blocks of time.

a. Each unit member appointed or elected to serve on the Academic Senate shall receive a stipend in an amount equal to 60 hours per academic year, exclusive of intersession terms, paid at the corresponding non-classroom hourly rate of compensation from Exhibit B.

b. In the event that there are meetings during the summer, unit members shall be compensated at the corresponding non-classroom hourly rate of compensation from Exhibit B for participation in up to three (3) Senate meetings, with a maximum of four (4) hours per meeting to compensate for meeting participation and preparation.

17.2 There will be ~~five (5)~~six (6) unit members appointed by the Academic Senate to serve as voting members on ~~up to six (6)~~the following standing collegial governance committees at the District: Academic Affairs Committee, Courses and Programs Committee, Outcomes and Assessments Committee, Budget and Planning Committee, Institutional Program Review Committee, and the Professional Development Program Committee. If any of these committee names change but the goal of the committee remains the same, this section will be updated to reflect the new titles.~~.~~

a. Unit members appointed by the Academic Senate to serve on ~~collegial governance~~these committees shall receive stipends in an amount equal to 24 hours per academic year, exclusive of intersession terms, paid at the corresponding non-classroom hourly rate of compensation from Exhibit B. Upon mutual agreement between the Association and the District, the hours for an individual representative may be increased to meet a specific need for work on a governance committee during the academic year.

b. In the event there are meetings held during the summer to conduct business that cannot be conducted during the regular academic year, unit members shall be compensated at the corresponding non-classroom hourly rate of compensation from Exhibit B with a maximum of four (4) hours per meeting to compensate for meeting participation and preparation.

17.3 Unit members may accept non-teaching assignments approved by the District including, but not limited to, administrative, coordinative, governance, project specific, or other activities determined to be beneficial to the District. In the event the assignment is primarily related to instruction, the assignment will be counted as part of the maximum assignments permissible under section 7.1.1 of this agreement. Any such assignments are voluntary on the part of the unit member. A decision by a unit member to decline a non-teaching assignment shall not be considered in the assignment of classes or in future non-teaching opportunities.

All non-teaching assignments shall be compensated at half (1/2) of the corresponding classroom or non-classroom hourly rate of compensation from Exhibits A or B. The amount of hours assigned shall be designated by the appropriate District administrator at the time of the assignment.

ARTICLE 18. ACADEMIC FREEDOM

Academic freedom is essential for the ability of unit members to perform their professional duties. Academic Freedom ensures unit members' rights and obligations of professional protection, autonomy, responsibility, and ethics. Faculty at the District have the following rights and responsibilities:

18.1 Professional Autonomy: Faculty have the right to professional autonomy. In accordance with the approved curriculum and the course outline of record, faculty have the principal right and responsibility to determine the methods of instruction, pedagogical approaches, the planning and presentation of course materials through the various modalities offered, the fair and equitable methods of assessment, and the determination of student grades. Faculty have the right to study, investigate, present, interpret, or discuss the relevant facts and ideas within the assigned curriculum and course outline of record.

18.2 Respect for the Learning Environment: Faculty have a responsibility to uphold scholarly integrity, intellectual rigor, and disciplinary standards in teaching, research, and communication.

18.3 Participation in Governance: Faculty have the right to participate meaningfully in shared governance, including decisions on curriculum, institutional policies, faculty hiring processes/prioritization, and program review through the Academic Senate and shared governance structures.

18.4 Freedom of Expression: Faculty have the right to express their views on matters of public interest as private citizens, without institutional restraint, censorship or discipline, provided they distinguish between personal opinion and official representation of the District. When faculty speak or act as private citizens, they should take reasonable steps to avoid creating the impression of speaking or acting on behalf of the college, particularly in public forums or publications.

18.5 Respect for Free Inquiry: As colleagues, faculty have obligations that derive from common membership in the community of scholars. Faculty should reasonably respect and defend the free inquiry of colleagues, even when it leads to findings and conclusions that differ from their own. Faculty acknowledge academic differences and strive to be objective in their professional judgment of colleagues. Faculty also acknowledge that academic freedom gives students the right to express and to defend their views, to question, and to differ with the views of their instructors or the District without penalty, provided their expression does not disrupt instructional activities or violate District policies.

All unit members must be mindful of the District's policies on ethical conduct (BP/AP 3050), diversity, equity, and inclusion (BP 3400), non-discrimination (BP/AP 3410), and equal opportunity (BP/AP 3420). The District will defend and support any unit member who, while maintaining the high standards of the profession, finds their freedom of expression attacked or curtailed, as set forth in Board Policy 4030.

ARTICLE 19. INTELLECTUL PROPERTY

The following section shall be effective the first day of Fall 2026:

19.2 Definitions:

a. "Intellectual property" shall mean any instructional materials, any work, and any invention. Intellectual property may be created alone or as part of a group effort.

b. "Instructional materials" are those original materials a unit member creates to perform their assignment including but not limited to syllabi, lectures, student exercises, tests, classroom activities, illustrations, recordings, and presentations. Instructional materials may be created by a unit member for delivery through any instructional medium.

c. A "work" is any original material, including but not limited to instructional materials, mathematical or scientific notations, works of art or design, dramatic or musical compositions, choreography, prose or poetry, and computer software, that is eligible for copyright protection. A work may be published in any enduring media, such as print or analog or digital recording media, or may exist in any tangible form, such as sculpture or a structure.

d. An "invention" is any original idea or discovery that is eligible for patent protection, including (but not limited to) a device, process, design, model, or strain or variety of an organism.

e. A "work or invention for hire" is one for which the unit member has entered into a specific agreement to receive compensation from the District to create and/or contribute to the development of an intellectual property. For purposes of this Agreement, a District Work Authorization Form will indicate whether the work or invention for hire a) relinquishes all ownership and royalty rights to the District or b) creates a Joint District-Faculty Member ownership.

f. "Extraordinary support" means financial support over and above the cost of the unit member's normal compensation; office space, supplies, and equipment including computer equipment; telephone use; internet; mail and copy services; and the cost of acquiring and maintaining facilities and equipment (e.g., laboratories and laboratory equipment, musical equipment, recording studios) necessary for the unit member's regularly assigned duties. Extraordinary support includes extra compensation or reassigned time for the specific purpose of creating intellectual property for the District's use, and the extra cost of providing clerical, technical, legal, creative services, or facilities and equipment leased or purchased specifically for the creation of works or inventions. A unit member's extensive use of District facilities, such as laboratories and laboratory equipment, musical equipment, recording studios, etc., outside of their regularly assigned duties for the creation of personal intellectual property also constitutes extraordinary support. The following do not constitute extraordinary support: (1) incidental use of District resources as contemplated by Administrative

Procedure 7371; and (2) extensive use of District resources commonly available to District employees, such as access to the library.

g. "Joint Faculty Intellectual Property" shall mean intellectual property that (1) is intentionally co-created by two or more faculty members; (2) reflects substantial, original contributions by each co-creator; and (3) is created with the mutual understanding that it is a collaborative work. Joint Faculty Intellectual Property does not include incidental edits, peer review feedback, or minor contributions on an existing piece of intellectual property.

h. "Voluntary Sharing" means the intentional provision of instructional materials by a unit member to another faculty member for professional or instructional purposes. Voluntary Sharing does not include District-mandated submission of instructional materials for accreditation, evaluation, or other business-related purposes.

19.3 Copyright and Intellectual Property Ownership

a. Faculty Ownership:

v. Unit members will have ownership of any intellectual property, excluding works or inventions for hire where ownership rights have been shared and/or relinquished, created in connection with and in support of teaching courses or other duties as employees of the District.

vi. Notwithstanding relevant provisions of the Copyright Act (Title 17, United States Code) and the Patent Act (Title 35, United States Code), except as described in "District Ownership #i" below, the unit member will have the exclusive property right to any and all intellectual property that is the original product of their mind, time, talent, and effort, including the right to all royalties from the distribution, lease, or sale thereof, and except as otherwise provided in this Article, the District waives any property right to any such intellectual property. Intellectual Property ownership may be subject to the specific terms if stipulated in any grant agreement. The District will have no claim of ownership to intellectual property produced by a unit member under a grant awarded exclusively to that unit member without participation by the District.

vii. No intellectual property will be treated as work or invention for hire unless the District has entered into a written agreement with the unit member(s). In the absence of such an agreement, the intellectual property will be the property of the unit member(s) who create(s) it. No unit member will be involuntarily assigned to create a work or invention for hire.

viii. Unit members may create joint faculty intellectual property. Absent a written agreement stating otherwise, co-creators of joint faculty intellectual property shall hold equal ownership interests.

~~v.~~ix. The District shall not utilize, and it will make good faith efforts not to allow, Generative AI to alter, manipulate, adapt, or otherwise use a unit member's intellectual property for any of the following reasons without the prior written consent of the unit member:

1. Create derivative works based on a unit member's instructional materials;

2. Generate modified, adapted, or enhanced versions of a unit member's course content;

3. Replicate or simulate a unit member's voice, likeness, teaching style, or persona; or

4. Train AI models.

b. District Ownership:

v. Unless otherwise indicated on the Work Authorization Form or stated in a separate agreement between the District and unit member, the District will have sole rights to and ownership of any intellectual property created as an agreed upon work or invention for hire or created or developed with "extraordinary support."

vi. The District will own the copyright to any administrative work, such as a course outline of record, accreditation documents, official meeting minutes, Program Review, District Board Policy and Administrative Procedure, District handbooks, trainings developed as assigned or directed by the District, work performed as part of regularly assigned duties for special program coordinators, operational documents related to District and college governance committees, information brochure formally reviewed by the District for the purpose of inclusion in its curriculum, administrative or promotional material.

vii. The District will have the right of "non-exclusive and royalty free license" to course content for a period of one year during and after course completion only for the purpose of allowing students to complete a course for which the content was created and when the unit member is no longer available to complete the course. The District shall also have a non-exclusive and royalty free license to access instructional materials that are reasonably available to the District for legitimate business purposes, such as to resolve a grade appeal or dispute, award credit for prior learning, assist with transfer or articulation, an investigation, complying with accreditation or other legal requirements.

c. District and Unit Member Ownership:

v. One or more unit members may enter into a separate agreement with the District for the creation of intellectual property, including intellectual property developed under a grant, requiring the use of extraordinary support from the District. Such agreements will be in writing, and will determine the respective ownership interest of the unit member(s) and the District in that intellectual property.

vi. If the creation of intellectual property requires rights (e.g., re-publication rights) to be acquired from third parties, such rights shall be acquired and paid for by the party who is to hold the ownership rights for that intellectual property. In a circumstance in which ownership rights for intellectual property are shared between the District and a unit member or members, the cost of acquired rights will be shared proportionally to the amount of shared ownership.

vii. At any time and upon mutual agreement, the District and a unit member may enter into an agreement to allow for the unit member to recover and thereafter retain the rights to exclusive ownership of faculty created intellectual property previously designated to be shared or relinquished to the District.

d. Faculty Sharing of Intellectual Property:

v. A unit member voluntarily sharing intellectual property with other faculty members shall not, by itself, transfer ownership or create joint ownership.

vi. A unit member may decline any request to share or copy their intellectual property for use by another faculty member without fear of disciplinary or other adverse action. The District protects unit members from adverse actions in their employment because they declined to share their intellectual property. Adverse actions include, but are not limited to, actions adversely impacting working conditions or otherwise denying any employment benefit to the faculty member. Any unit member who believes they have suffered an adverse action as described in this paragraph shall report such conduct to Human Resources.

vii. As a condition of employment, unit members understand they may be obligated to share instructional materials for accreditation, evaluation, or other business purposes including ensuring instructional materials that are posted on a learning management system are available for these purposes.

19.4 Faculty-District Affiliation

a. Unit members who engage in publication or public presentation using

any kind of media of works or inventions that they have created as a work or invention for hire or with extraordinary support from the District shall identify their relationship with the District.

b. The unit member may request a District exemption from this requirement, and the District may agree to exempt the unit member from identifying their affiliation with the District.

c. The District may require the unit member not to identify their relationship with the District, and the unit member will agree not to use the District's name, or will stop using the District's name as soon as practicable.

19.5 Profits from Required Course Materials

Unit members should be aware that the Education Code and the California Code of Regulations provide that when students are required to provide or purchase instructional and other materials, such materials must be of a continuing value to the student outside of the classroom setting. If unit members elect to assign their own instructional materials, they should ensure availability, without charge, of at least 4 copies through MiraCosta's Library Reserve and/or on a restricted website.

ARTICLE 2018. GRIEVANCES

20.1 Definitions

a. "Grievance" is defined as a claim that the District has violated a provision of this Agreement and that, by such violation, the grievant was harmed.

b. "Grievant" may be any unit member covered by the terms of this Agreement or the Association.

c. "Immediate supervisor" for grievance adjustment purposes is the dean having line supervisory authority over the grievant.

d. "Day" is any day that the District Office is open for business, excluding Legal/Local holidays as outlined in the Academic Calendar.

20.2 Informal Level–Prior to filing a written grievance, the grievant may attempt to resolve the grievance through an informal conference with the unit member's immediate supervisor.

20.3 Formal Level Procedures

a. Level I

i. Grievant shall submit the grievance in writing on a form provided by the District. The written grievance must be submitted to the immediate supervisor (dean) no later than twenty (20) days following the date upon which the grievant knew, or reasonably should have known, of the alleged violation. The grievance shall fully state the facts, shall specify the exact provision or provisions of the Agreement allegedly violated, and must offer a recommended remedy. The grievance form shall be signed and dated by the grievant.

ii. The immediate supervisor or designee shall provide the grievant with a written decision within ten (10) working days after receipt of the grievance. Within the period from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance. If the immediate supervisor does not respond in writing within the prescribed time period, the grievant may appeal to the next level.

iii. If the grievant desires, they may be assisted at Level I by an Association representative.

b. Level II

i. If the grievant is not satisfied with the decision at Level I, within ten (10) working days of completion of the Level I process, they may appeal the

decision to the ~~Director~~ Vice President of Human Resources or designee.

The appeal shall be in writing and shall include the original grievance, copies of all pertinent appeals, and the reason for the continued appeal.

ii. The ~~Director~~ Vice President of Human Resources or designee shall provide the grievant with a written decision within ten (10) ~~working~~ days after receipt of the grievance. Within the period from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance.

iii. If the grievant desires, they may be assisted at Level II by an Association representative.

c. Level III – Mediation

i. In the event the grievant is not satisfied with the decision at Level II, they may, with the written consent of the Association, request confidential mediation by a mediator from the California State Mediation and Conciliation Service. Any costs of mediation shall be evenly divided between the Association and the District. The request shall be addressed to the ~~Director~~ Vice President of Human Resources, must be in writing and filed with the ~~Director~~ Vice President of Human Resources within ten (10) ~~working~~ days of the decision at Level II. The timely filing of such a request shall toll the time requirements for filing a Level IV appeal until ten (10) ~~working~~ days after completion of the mediation process.

ii. A mediator will meet separately or with both parties together in an effort to resolve the grievance. All communications during the mediation process shall be confidential and not subject disclosure in any subsequent proceedings. The mediator may make confidential, nonbinding recommendations with respect to an appropriate resolution of the grievance. If, after a meeting with mediator the parties are unable to resolve the grievance the grievant may proceed to Level IV.

iii. If the grievant desires, they may be assisted at Level III by an Association representative.

d. Level IV

i. If the grievant is not satisfied with the outcome at Level III, within ten (10) ~~working~~ days of completion of the Level III process, they may appeal the decision to the College President or designee. The appeal shall be in writing and shall include the original grievance, copies of all pertinent appeals, and the reason for the continued appeal.

ii. The College President or designee shall provide the grievant with a written decision within ten (10) ~~working~~ days after receipt of the

grievance. Within the period from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance.

iii. If the grievant desires, they may be assisted at Level IV by an Association representative.

iv. The decision of the College President shall be final and binding.

20.4 Miscellaneous

a. Time Limits. If the unit member in accordance with the time limits set forth herein does not pursue the grievance, the grievance shall be considered settled on the basis of the last decision made. The time limits set forth in this Article may be extended by mutual agreement in writing between the parties.

b. Scheduling. Meetings between the grievant, Association representative and the District, or hearings relative to the grievance shall be scheduled whenever possible during the regular business day and at hours that do not conflict with the unit member or Association representative's teaching schedule. If this is not possible, the grievant and Association representative shall be released from their duties without loss of pay.

c. No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any unit member, the Association, or any other participant in the grievance procedure by reason of such participation. This section is not subject to the grievance procedure.

d. The Association, either in its own behalf or on behalf of more than one affected unit member, may initiate a grievance.

e. If a grievance arises from alleged action or inaction of the District at a level above the Dean or immediate supervisor, the grievance shall commence at Level II.

ARTICLE 2119. SCOPE OF AGREEMENT AND WAIVER CLAUSE

Each of the parties hereto agrees that it has had a full and unrestricted right to make, advance and discuss all matters properly within the scope of representation in accordance with state law. During the term of this Agreement, the parties expressly waive and relinquish the right to negotiate, bargain or meet and confer as provided by state law, and agree that they shall not be obligated to negotiate, bargain or meet and confer except by their mutual consent with respect to any subject or matter, whether referred to or covered by this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time of bargaining for or executing this Agreement, and even though subjects or matters may have been proposed and later withdrawn. The parties further understand that all rights not clearly and expressly limited by this Agreement are expressly reserved to the District even though they may not be enumerated.

ARTICLE 2220. TERM OF AGREEMENT

This Agreement shall become effective upon approval by the Board of Trustees and shall cover the period of July 1, 20242026, through June 30, 20296. The parties shall begin negotiations on a successor agreement no later than six months prior to the expiration of this agreement.

EXHIBIT A – Classroom Faculty Salary Schedule – Hourly

July 1, 2026~~4~~ - June 30, 2027~~5~~

18.5 Hours per LHE (with required FLEX)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	DOC
1	$93.42	$97.15	$101.03	$105.08	$109.29	$113.65
2	$96.22	$100.06	$104.07	$108.23	$112.56	$117.07
3	$99.10	$103.06	$107.19	$111.48	$115.93	$120.57
4	$102.07	$106.16	$110.40	$114.82	$119.41	$124.20
5	$105.14	$109.35	$113.71	$118.26	$122.99	$127.91
6	$108.29	$112.62	$117.13	$121.81	$126.69	$131.75
7	$111.54	$116.00	$120.64	$125.47	$130.48	$135.71
8	$114.89	$119.47	$124.26	$129.22	$134.40	$139.78
9	$118.34	$123.06	$127.99	$133.11	$138.44	$143.97
10	$121.88	$126.76	$131.83	$137.10	$142.59	$148.29

EXHIBIT A – Classroom Faculty Salary Schedule – Hourly

July 1, 2025~~5~~7 - June 30, 2028~~5~~6

18.5 Hours per LHE (with required FLEX)

2.~~5~~% COLA

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	DOC
1	$96.24	$100.08	$104.08	$108.25	$112.59	$117.09
2	$99.12	$103.08	$107.21	$111.50	$115.96	$120.60
3	$102.09	$106.17	$110.43	$114.84	$119.43	$124.22
4	$105.15	$109.36	$113.73	$118.29	$123.01	$127.95
5	$108.31	$112.65	$117.15	$121.83	$126.70	$131.77
6	$111.56	$116.03	$120.67	$125.49	$130.52	$135.73
7	$114.91	$119.50	$124.29	$129.25	$134.42	$139.81
8	$118.36	$123.07	$128.01	$133.12	$138.45	$144.00
9	$121.91	$126.78	$131.86	$137.13	$142.62	$148.32
10	$125.56	$130.59	$135.81	$141.24	$146.90	$152.77

EXHIBIT B – Non-classroom Faculty Salary Schedule – Hourly

July 1, 2026~~4~~ – June 30, 2027~~5~~

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	DOC
1	$77.27	$80.36	$83.58	$86.92	$90.40	$94.01
2	$79.59	$82.77	$86.08	$89.53	$93.11	$96.84
3	$81.98	$85.26	$88.66	$92.22	$95.90	$99.74
4	$84.44	$87.81	$91.33	$94.98	$98.78	$102.73
5	$86.97	$90.45	$94.07	$97.83	$101.75	$105.82
6	$89.58	$93.16	$96.89	$100.76	$104.79	$108.99
7	$92.27	$95.95	$99.79	$103.79	$107.94	$112.26
8	$95.03	$98.84	$102.79	$106.90	$111.18	$115.63
9	$97.89	$101.81	$105.88	$110.11	$114.51	$119.09
10	$100.82	$104.85	$109.05	$113.41	$117.95	$122.66

EXHIBIT B – Non-classroom Faculty Salary Schedule – Hourly

July 1, 2027~~5~~ – June 30, 2028~~6~~

~~2.5~~1% COLA

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	DOC
1	$78.04	$81.16	$84.42	$87.79	$91.30	$94.95
2	$80.39	$83.60	$86.94	$90.43	$94.04	$97.81
3	$82.80	$86.11	$89.55	$93.14	$96.86	$100.74
4	$85.28	$88.69	$92.24	$95.93	$99.77	$103.76
5	$87.84	$91.35	$95.01	$98.81	$102.77	$106.88
6	$90.48	$94.09	$97.86	$101.77	$105.84	$110.08
7	$93.19	$96.91	$100.79	$104.83	$109.02	$113.38
8	$95.98	$99.83	$103.82	$107.97	$112.29	$116.79
9	$98.87	$102.83	$106.94	$111.21	$115.66	$120.28
10	$101.83	$105.90	$110.14	$114.54	$119.13	$123.89

EXHIBIT C – Class Descriptions

MiraCosta College
Faculty Salary Schedule Class Descriptions

Non-Vocational Teaching and Non-Teaching Positions

CLASS I	Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California Community college credential required to provide service in the position or teach in the discipline to which assigned.
CLASS II	Master's Degree **OR** Baccalaureate Degree plus 36 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program **AND** Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.
CLASS III	A Master's Degree with a total of 48 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program **AND** Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.
CLASS IV	A Master's Degree with a total of 60 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program **AND** Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.
CLASS V	A Master's Degree with a total of 72 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program **AND** Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.
CLASS VI	A Doctorate Degree **AND** Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

Note: All coursework and degrees submitted for salary placement/advancement must have been obtained from an institution of higher education accredited by one of the regional accrediting associations or foreign equivalent.

EXHIBIT C – Class Descriptions (cont'd)

MiraCosta College
Faculty Salary Schedule Class Descriptions

Vocational Teaching Positions

CLASS I	Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or possession of a California community college credential issued on the basis of occupational experience in the discipline to which assigned.
CLASS II	Completion of 12 units of coursework in the discipline to which assigned **AND** Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.
CLASS III	An Associate Degree plus 12 units of coursework taken after completion of the A.A./A.S. requirements in or related to the discipline to which assigned **AND** Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.
CLASS IV	A Baccalaureate Degree plus 24 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program **AND** Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.
CLASS V	A Master's Degree with a total of 36 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program **AND** Possession of the minimum qualifications or equivalent require to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.
CLASS VI	A Doctorate Degree **AND** Possession of the minimum qualifications or equivalent require to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

Note: All coursework and degrees submitted for salary placement/advancement must have been obtained from an institution of higher education accredited by one of the regional accrediting associations or foreign equivalent.

EXHIBIT D – Calculation of Parity (Refers to Article 12.7.a.3)

Calculation of Calendar Factor (notes a and b)	**Classroom Faculty**
Total full-time faculty annual paid hours	1,408
Less: All College Day	(8)
Equals: Total regular assigned hours	1,400
Less: Student engagement (office hours)	(165)
Less: Institutional and governance responsibilities	(165)
Less: Flex Obligations	(80)
Equals: Student Contact hours	990
Calendar Parity	990/1,408
Definition of Calendar Parity	70.31%
Full Parity	***70.31%***

Calculation of Current Parity	**Classroom Col. & Step III.3**
2021-2022 associate faculty pay for 1 LHE	$1,514.70
Associate faculty pay at full parity	
Annual Salary for full time faculty	$ 92,281
Divide by 30 LHE per full-time annual load	30
Equals full time faculty pay per LHE	$3,076.03
Times calendar factor/Full Parity Rate	70.31%
Equals: Full Parity for 1 LHE	$2,162.76
Actual 2021-2022 associate faculty rate for 1 LHE	$1,514.70
Current compensation rates relative to full parity (current parity status)	70.04%

NOTES:

a. Refer to current Faculty Assembly agreement for much more detail concerning the calculation of assigned hours and LHE.

b. The Calendar Parity calculation reduces the work load expected from a full-time faculty by the responsibilities that are not included in an associate faculty members' hourly assignment. This calculation shows that an hourly classroom instructor performs 70.31% of the expected tasks of a salaried full-time classroom instructor.

EXHIBIT E – Uniform Workload Factors

CONTENTS

1.0 Uniform Workload Factors
2.0 Appendices
2.1 STANDARDS FOR LABORATORY WORKLOAD FACTORS, CREDIT COURSES
2.2 STANDARDS FOR PERFORMANCE FACTORS (DANCE, DRAMA, MUSIC), LECTURE AND LABORATORY
2.3 STANDARDS FOR NONCREDIT COURSE WORKLOAD FACTORS, LECTURE AND LABORATORY

1.0 UNIFORM WORKLOAD FACTORS

Unless otherwise specified by this Agreement, minimum workloads for faculty assignments include one weekly work hour of preparation and evaluation for each associated weekly class hour. However, some assignments made to faculty may require a relatively greater or lesser number of weekly contact hours relative to weekly preparation and evaluation hours associated with those contact hours.

1.1 Discipline Factors

Variations from the norm may occur as a consequence of the nature of the discipline in which that assignment falls in combination with the effects of different methods of instruction (i.e., lecture and laboratory). Such assignments require less than one hour of preparation/evaluation per weekly contact hour. Workload adjustments for such variations are effected by means of discipline factors attached to the assignment.

1.2 Performance Factors

Variations from the norm may also occur as a consequence of a faculty obligation to extensive additional student engagement in combination with the effects of different methods of instruction. Such assignments require more than one hour of preparation/evaluation per weekly contact hour. Workload adjustments for these variations are effected by means of performance factors attached to the assignment.

1.3 Table of Discipline and Performance Factors

The tables in this section (below) specify all workload adjustment values (discipline and performance factors) to be applied to each activity to which faculty may be assigned.

1.4 Applicability of Workload Factors

All discipline and performance factors shall apply equally, uniformly, and in full to all contractual and non-contractual assignments included within the scope of this Agreement, including contractual assignments, non-contractual assignments, and summer assignments.

1.5 TABLE OF PERFORMANCE FACTORS

PERFORMANCE FACTORS		PER FTE FACULTY (SEMESTER)							PER LECTURE HOUR EQUIVALENT							PER FACULTY CONTACT HOUR						
				HOURS PER WEEK							HOURS PER WEEK								HOURS PER WEEK				
		FTE	LHE	WFCH	PREP	STU	GOV	HRS	FTE	LHE	WFCH	PREP	STU	GOV	HRS	FTE	LHE	WFCH	PREP	STU	GOV	HRS
	32	1.00	15.00	7.50	22.50	5.00	5.00	40.00	0.0667	1.00	0.50	1.50	0.33	0.33	2.67	0.1333	2.000	1.00	3.000	0.67	0.67	5.33
	31	1.00	15.00	8.00	22.00	5.00	5.00	40.00	0.0667	1.00	0.53	1.47	0.33	0.33	2.67	0.1250	1.875	1.00	2.750	0.63	0.63	5.00
	30	1.00	15.00	8.50	21.50	5.00	5.00	40.00	0.0667	1.00	0.57	1.43	0.33	0.33	2.67	0.1176	1.765	1.00	2.529	0.59	0.59	4.71
	29	1.00	15.00	9.00	21.00	5.00	5.00	40.00	0.0667	1.00	0.60	1.40	0.33	0.33	2.67	0.1111	1.667	1.00	2.333	0.56	0.56	4.44
																	DNCE 200 (LEC+LAB)					
																	DNCE 201 (LEC+LAB)					
																	DNCE 202 (LEC+LAB)					
																	DNCE 203 (LEC+LAB)					
																	DNCE 204 (LEC+LAB)					
																	DNCE 205 (LEC+LAB)					
																	DNCE 206 (LEC+LAB)					
																	DNCE 207 (LEC+LAB)					
																	DNCE 214 (LEC+LAB)					
																	DNCE 215 (LEC+LAB)					
																	DNCE 260 (LEC+LAB)					
																	DNCE 263 (LEC+LAB)					
																	DNCE 264 (LEC+LAB)					
	28	1.00	15.00	9.50	20.50	5.00	5.00	40.00	0.0667	1.00	0.63	1.37	0.33	0.33	2.67	0.1053	1.579	1.00	2.158	0.53	0.53	4.21
	27	1.00	15.00	10.00	20.00	5.00	5.00	40.00	0.0667	1.00	0.67	1.33	0.33	0.33	2.67	0.1000	1.500	1.00	2.000	0.50	0.50	4.00
																	DNCE 179 (LEC+LAB)					
																	MUS 150 (LEC+LAB)					
																	MUS 152 (LEC+LAB)					
																	MUS 161 (LEC+LAB)					
																	MUS 164 (LEC+LAB)					
																	MUS 165 (LEC+LAB)					
																	MUS 166 (LEC+LAB)					
																	MUS 170 (LEC+LAB)					
																	MUS 250 (LEC+LAB)					
																	MUS 252 (LEC+LAB)					
																	MUS 261 (LEC+LAB)					
																	MUS 265 (LEC+LAB)					
																	MUS 266 (LEC+LAB)					
																	MUS 270 (LEC+LAB)					
	26	1.00	15.00	10.50	19.50	5.00	5.00	40.00	0.0667	1.00	0.70	1.30	0.33	0.33	2.67	0.0952	1.429	1.00	1.857	0.48	0.48	3.81
	25	1.00	15.00	11.00	19.00	5.00	5.00	40.00	0.0667	1.00	0.73	1.27	0.33	0.33	2.67	0.0909	1.364	1.00	1.727	0.45	0.45	3.64
	24	1.00	15.00	11.50	18.50	5.00	5.00	40.00	0.0667	1.00	0.77	1.23	0.33	0.33	2.67	0.0870	1.304	1.00	1.609	0.43	0.43	3.48
	23	1.00	15.00	12.00	18.00	5.00	5.00	40.00	0.0667	1.00	0.80	1.20	0.33	0.33	2.67	0.0833	1.250	1.00	1.500	0.42	0.42	3.33
	22	1.00	15.00	12.50	17.50	5.00	5.00	40.00	0.0667	1.00	0.83	1.17	0.33	0.33	2.67	0.0800	1.200	1.00	1.400	0.40	0.40	3.20
																	ATHL 102 (LEC+LAB)					
																	ATHL 103 (LEC+LAB)					
																	ATHL 171 (LEC+LAB)					
																	ATHL 172 (LEC+LAB)					
																	ATHL 188 (LEC+LAB)					
																	DRAM 201 (LEC+LAB)					
																	DRAM 202 (LEC+LAB)					
																	DRAM 203 (LEC+LAB)					
																	DRAM 204 (LEC+LAB)					
																	DRAM 210 (LEC+LAB)					
																	DRAM 273 (LEC+LAB)					
																	MTEC 141 (LEC+LAB)					
																	MUS 260 (LEC+LAB)					
	21	1.00	15.00	13.00	17.00	5.00	5.00	40.00	0.0667	1.00	0.87	1.13	0.33	0.33	2.67	0.0769	1.154	1.00	1.308	0.38	0.38	3.08
	20	1.00	15.00	13.50	16.50	5.00	5.00	40.00	0.0667	1.00	0.90	1.10	0.33	0.33	2.67	0.0741	1.111	1.00	1.222	0.37	0.37	2.96
	19	1.00	15.00	14.00	16.00	5.00	5.00	40.00	0.0667	1.00	0.93	1.07	0.33	0.33	2.67	0.0714	1.071	1.00	1.143	0.36	0.36	2.86
	18	1.00	15.00	14.50	15.50	5.00	5.00	40.00	0.0667	1.00	0.97	1.03	0.33	0.33	2.67	0.0690	1.034	1.00	1.069	0.34	0.34	2.76
		1.00	15.00	15.00	15.00	5.00	5.00	40.00	0.0667	1.00	1.00	1.00	0.33	0.33	2.67	0.0667	1.000	1.00	1.000	0.33	0.33	2.67
																	ALL OTHER ASSIGNMENTS					

1.6 TABLE OF DISCIPLINE FACTORS

DISCIPLINE FACTORS	PER FTE FACULTY (SEMESTER)							PER LECTURE HOUR EQUIVALENT							PER FACULTY CONTACT HOUR							
			HOURS PER WEEK							HOURS PER WEEK									HOURS PER WEEK				
	FTE	LHE	WFCH	PREP	STU	GOV	HRS	FTE	LHE	WFCH	PREP	STU	GOV	HRS	FTE	LHE	WFCH	PREP	STU	GOV	HRS	
	1.00	15.00	15.00	15.00	5.00	5.00	40.00	0.0667	1.00	1.00	1.00	0.33	0.33	2.67	0.0667	1.000	1.00	1.000	0.33	0.33	2.67	
																ALL OTHER ASSIGNMENTS						
16	1.00	15.00	16.00	14.00	5.00	5.00	40.00	0.0667	1.00	1.07	0.93	0.33	0.33	2.67	0.0625	0.938	1.00	0.875	0.31	0.31	2.50	
15	1.00	15.00	17.00	13.00	5.00	5.00	40.00	0.0667	1.00	1.13	0.87	0.33	0.33	2.67	0.0588	0.882	1.00	0.765	0.29	0.29	2.35	
14	1.00	15.00	18.00	12.00	5.00	5.00	40.00	0.0667	1.00	1.20	0.80	0.33	0.33	2.67	0.0556	0.833	1.00	0.667	0.28	0.28	2.22	
																ART (LAB ONLY)						
																DNCE (LAB ONLY)						
																HSAGT (LEC+LAB)						
																HSECN (LEC+LAB)						
																HSENG (LEC+LAB)						
																HSIFA (LEC+LAB)						
																HSMTH (LEC+LAB)						
																HSSCI (LEC+LAB)						
																HSUSH (LEC+LAB)						
																HSWFP (LEC+LAB)						
																HSWHG (LEC+LAB)						
																NCABE (LEC+LAB)						
																NCBOT (LEC+LAB)						
																NCENG (LEC+LAB)						
																NCESL (LEC+LAB)						
																NCMTH (LEC+LAB)						
																NCNUR (LEC+LAB)						
																NCWFP (LEC+LAB)						
																NVOC (LEC+LAB)						
13	1.00	15.00	19.00	11.00	5.00	5.00	40.00	0.0667	1.00	1.27	0.73	0.33	0.33	2.67	0.0526	0.789	1.00	0.579	0.26	0.26	2.11	
	1.00	15.00	20.00	10.00	5.00	5.00	40.00	0.0667	1.00	1.33	0.67	0.33	0.33	2.67	0.0500	0.750	1.00	0.500	0.25	0.25	2.00	
																ATHL (LAB ONLY)						
																AUTO (LAB ONLY)						
																HORT (LAB ONLY)						
																KINE (LAB ONLY)						
																MAT (LAB ONLY)						
																NCSPC (LEC+LAB)						
11	1.00	15.00	21.00	9.00	5.00	5.00	40.00	0.0667	1.00	1.40	0.60	0.33	0.33	2.67	0.0476	0.714	1.00	0.429	0.24	0.24	1.90	
	1.00	15.00	22.00	8.00	5.00	5.00	40.00	0.0667	1.00	1.47	0.53	0.33	0.33	2.67	0.0455	0.682	1.00	0.364	0.23	0.23	1.82	
																HEAL (LAB ONLY)						
	1.00	15.00	23.00	7.00	5.00	5.00	40.00	0.0667	1.00	1.53	0.47	0.33	0.33	2.67	0.0435	0.652	1.00	0.304	0.22	0.22	1.74	
	1.00	15.00	24.00	6.00	5.00	5.00	40.00	0.0667	1.00	1.60	0.40	0.33	0.33	2.67	0.0417	0.625	1.00	0.250	0.21	0.21	1.67	
																NCHLT (LEC+LAB)						
																NCPAR (LEC+LAB)						
																NCART (LEC+LAB)						
																NCHAS (LEC+LAB)						
																NCMUS (LEC+LAB)						
																NCPSY (LEC+LAB)						
																NCWRT (LEC+LAB)						
	1.00	15.00	25.00	5.00	5.00	5.00	40.00	0.0667	1.00	1.67	0.33	0.33	0.33	2.67	0.0400	0.600	1.00	0.200	0.20	0.20	1.60	
																COUNSELING HOURS						
																LIBRARY HOURS						
6	1.00	15.00	26.00	4.00	5.00	5.00	40.00	0.0667	1.00	1.73	0.27	0.33	0.33	2.67	0.0385	0.577	1.00	0.154	0.19	0.19	1.54	
5	1.00	15.00	27.00	3.00	5.00	5.00	40.00	0.0667	1.00	1.80	0.20	0.33	0.33	2.67	0.0370	0.556	1.00	0.111	0.19	0.19	1.48	
4	1.00	15.00	28.00	2.00	5.00	5.00	40.00	0.0667	1.00	1.87	0.13	0.33	0.33	2.67	0.0357	0.536	1.00	0.071	0.18	0.18	1.43	
3	1.00	15.00	29.00	1.00	5.00	5.00	40.00	0.0667	1.00	1.93	0.07	0.33	0.33	2.67	0.0345	0.517	1.00	0.034	0.17	0.17	1.38	
2	1.00	15.00	30.00	0.00	5.00	5.00	40.00	0.0667	1.00	2.00	0.00	0.33	0.33	2.67	0.0333	0.500	1.00	0.000	0.17	0.17	1.33	
	1.00	15.00	40.00	0.00	0.00	0.00	40.00	0.0667	1.00	2.67	0.00	0.00	0.00	2.67	0.0250	0.375	1.00	0.000	0.00	0.00	1.00	
																REASSIGNED DUTIES (CONTRACTUAL)						
																LEAVES (CONTRACTUAL)						

2.1 STANDARDS FOR LABORATORY WORKLOAD FACTORS, CREDIT COURSES

EITHER

- *One weekly hour of preparation for each weekly hour of classroom instruction.*
- *1.000 LHE per classroom contact hour*

OR

- *Forty weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.8333 LHE per classroom contact hour*

OR

- *Thirty weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.7500 LHE per classroom contact hour*

OR

- *Twenty-two weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.6818 LHE per classroom contact hour*

1. Laboratory courses with extensive preparation and student evaluation:

- One weekly hour of preparation for each weekly hour of classroom instruction.
- 1.000 LHE per classroom contact hour

Such laboratory courses, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the course.

Typically such laboratory courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the course.

Criteria for determining an extensive preparation and student evaluation laboratory courses are as follows:

a) The laboratory course requires the active continuing presence, physical or virtual (in the case of on-line or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
b) The laboratory course requires extensive student preparation from text and lecture material prior to and after each session.
c) The laboratory course requires evaluation of student work outside of class time on a regular basis in the same manner as in nonlaboratory classes.
d) The laboratory course requires the instructor to see that it is related to and correlated with extensive theoretical content supplemented with appropriate assigned texts.
e) Compliance with the four criteria above is documented in the course outline of record.
f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

g) The laboratory course is comparable to other classes in at least some community colleges and four-year institutions in the state of California, by one-to-one equivalency.

2. Laboratory courses that involve the creation of works of creative skill:
   - Forty weekly minutes of preparation for each weekly hour of classroom instruction.
   - 0.8333 LHE per classroom contact hour

   Typically such laboratories have as a primary function the mastery of disciplines such as dance or studio arts as a final outcome of the course.

   Criteria for determining a creative skills laboratory are as follows:
   a) The laboratory course requires the active continuing presence, physical or virtual (in the case of on-line or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
   b) The laboratory course requires student preparation from appropriate text material prior to and after each session, and/or practice of the relevant creative skills.
   c) The laboratory course requires evaluation of student creative work during class time on a regular basis, with at least some outside of class time student evaluation.
   d) The laboratory course requires the instructor to see that it is related to and correlated with theoretical content supplemented with appropriate assigned texts (including pictures, sculpture, performances, or whatever texts are appropriate and relevant).
   e) Compliance with the four criteria above is documented in the course outline of record.
   f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

3. Laboratory courses for professional/technical skills with significant preparation and student evaluation
   - Thirty weekly minutes of preparation for each weekly hour of classroom instruction.
   - 0.7500 LHE per classroom contact hour

   Such laboratory courses, in addition to requiring planning and general preparation on the part of the instructor, also require that the student learn basic skills relevant to the professional/technical discipline in order to be an effective participant in the class.

   Typically such laboratory courses have as a primary function the teaching of professional/technical skills development as the final outcome of the class.

   Criteria for determining a significant preparation and student evaluation professional/technical skills laboratory course are as follows:
   The laboratory course requires the active continuing presence, physical or virtual (in the case of on-line or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.

a) The laboratory course requires student preparation from text and lecture material, and practice of the skills, prior to and after each session.
b) The laboratory course requires significant levels of evaluation of student work inside or outside of class time on a regular basis.
c) The laboratory course requires the instructor to see that it is related to and correlated with lectures on professional/technical skills, and supplemented with appropriate assigned texts (such as textbooks and program manuals).
d) Compliance with the four criteria above is documented in the course outline of record.
e) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

4. Activity Laboratory courses
   - Twenty-two weekly minutes of preparation for each weekly hour of classroom instruction.
   - 0.6818 LHE per classroom contact hour

   Typically such activity laboratory courses have as a primary function the development and practice of physical skills and the proper use of fitness equipment as the final outcome of the course.

   Criteria for determining an activity skills laboratory course are as follows:
   a) The laboratory course requires the active continuing presence, physical or virtual (in the case of on-line or video conference modes of delivery), of the instructor with ongoing involvement in demonstrating these skills, or assisting the students in developing them.
   b) The laboratory course requires minimal student preparation from text and lecture material, but may require practice of the skills learned, prior to and after each session.
   c) The laboratory course requires minimal levels of evaluation of student work outside of class time.
   d) Compliance with the three criteria above is documented in the course outline of record.
   e) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

2.2 STANDARDS FOR PERFORMANCE FACTORS (DANCE, DRAMA, MUSIC), LECTURE AND LABORATORY

DANCE COURSES (SELECTED)

EITHER

- *Two hours twenty minutes of preparation for each weekly hour of classroom instruction.*
- *1.6667 LHE per classroom contact hour, lecture and laboratory*

OR

- *Two hours of preparation for each weekly hour of classroom instruction.*
- *1.500 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected dance courses:

Choreography and Music:

- Create all new choreography every semester.
- Research and select appropriate music.
- Purchase and personally maintain a music library of this literature.

Costuming:

- Select and provide costuming for all students, ensure that each student has the correct size, distribute, collect and maintain the costumes, and ensure that each student pays for costumes when appropriate.
- Secure costumes for each choreographed dance (averaging 15 different sets of costumes per show, totaling over 100 costumes).

Performances:

- Hold auditions.
- Supervise performances, and technical and dress rehearsals.
- Supervise dance showings of works-in-progress.

Publishing:

- Publish researched program.
- Video record and distribute recordings to students and public.

Technical: •

- Design, manage, and coordinate technical needs (lighting, stage, sound, etc.) for all performances.
- Edit audio for concerts.

Programming:

- Design concert programming to accommodate diverse dance styles.
- Program transitions to allow students time to change costumes and prepare for the next dance piece.
- Maintain quality of dance presentations.

Student Choreography:

- Supervise student choreographers.
- Hold choreography auditions.
- Mentor student chorographers. Publicity:

- Design poster and postcard mailers, update mailing list, and coordinate mailing.
- Coordinate news releases with the MCC Public Information Office.

Publicity:

- Design poster and postcard mailers, update mailing list, and coordinate mailing.
- Coordinate news releases with the MCC Public Information Office.

DRAMA COURSES (SELECTED)

- *One hour twenty-four minutes of preparation for each weekly hour of classroom instruction.*
- *1.2000 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected drama courses:

Pre-show (Previous Year)

- Research and select appropriate scripts for a balanced season.
- Enquire with performance rights holders about play availability for performance, contractually secure permission for dates of performances, order appropriate number of scripts.
- Develop production budget and designate allocations for designers and materials for each area of each of the four productions.
- Research background of plays, including style, language, history of past productions (if a classic), and historical content.
- Recruit and hire costume, set, property, makeup, lighting and sound designers.
- Recruit and hire additional contract workers such as: scenic painters, carpenters, and stitchers.

Pre-show – Same Year:

- Create directorial concept that unifies design and imparts a message.
- Appoint a stage manager and assistant stage manager.
- Enter the production in the Kennedy Center/American College Theatre Festival (KC/ACTF) and arrange to have respondents attend the production.
- Conduct design meetings to coordinate efforts.
- Organize, coordinate and publicize pre-auditions, auditions and call-backs, and make perusal scripts available in both libraries and in the theatre.
- Coordinate poster design and production.
- Cast the play, put it on the "actor's hotline" and post a cast list.
- Block (stage) actor movement, create scenic composition.
- Break the script down into “beats. “

Production Activities:

- Work with Admissions and Records to set a dynamic lass date.
- Manage props.
- Arrange with costume designer and PIO to take publicity photos.

- Supervise program development including photos, special thanks, director's notes, and required information such as rights holders names, sponsors, and KC/ACTF.
- Manage budget including payment of personnel.
- Manage publicity.
- Edit multi-media editing.
- Arrange for production photos.
- Update website with publicity information on the show.
- Develop and set up special production-related lobby displays.
- Run tech week, usually involving 6-7 hour rehearsals nightly.
- Supervise performances.
- Coordinate box office activities.
- Coordinate with Campus Police.
- Manage post-production activities.
- Participate in strike including dismantling the set, getting the costumes cleaned and put away, and properties returned to their appropriate areas.
- Ensure that the facility is cleaned and returned to better than its pre-run state.
- Arrange and facilitate the post-performance talkbacks with the audience.

MUSIC COURSES (SELECTED)

EITHER

- *Two hours twenty minutes of preparation for each weekly hour of classroom instruction.*
- *1.6667 LHE per classroom contact hour, lecture and laboratory*

OR

- *Two hours of preparation for each weekly hour of classroom instruction.*
- *1.500 LHE per classroom contact hour, lecture and laboratory*

OR

- *One hour twenty-four minutes of preparation for each weekly hour of classroom instruction.*
- *1.2000 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected music courses:

Repertoire and Inventory:

- Research, purchase, study and program all new
- literature each semester, and personally maintain a site library of this literature, including, in some cases, a diverse set of parts for various instruments for each composition.
- Write and edit musical arrangements.
- Select literature that is appropriate to the requirements of transfer institutions.

Travel with groups of students:

- Set up appropriate performance venues.

- Arrange for transportation, lodging, meals, etc.
- Provide 24-hour supervision.

Publications:

- Research and publish program for each formal concert production.
- Produce audio and video recordings.
- Create, execute and manage marketing plan, press releases, and mailing lists.
- Edit post-production media, e.g. CDs, DVDs and broadcast programs.

Technical:

- Design and manage technical requirements of each concert (sound reinforcement, lighting, etc.).
- Produce studio recording for in-concert use.
- Supervise high-tech installation to prepare for concert.

Costuming:

- Select and provide uniform costuming for all students,
- ensure that each student has the correct size, distribute,
- collect and maintain the costumes, and ensure that each student pays for costumes when appropriate.

Coaching (Outside Rehearsals):

- Conduct rehearsals that are outside of the class hours to
- focus on subgroups with specific functions, e.g. vocal sections, rhythm sections, instrumental sections.
- Contract and/or rehearse accompanying instrumentalists.
- Arrange for private instructors for each student.
- Organize recitals coordinating multiple teachers and accompanists.
- Collate reports from individual teachers for final reporting.
- Collaborate with other disciplines.
- Arrange and run production meetings.
- Conduct auditions.
- Recruit.

Final Performance:

- Artistically integrate with every performance, utilizing the students as the conductor's instrument so that the instructor performs along with the students.
- Inspire and insist upon excellence from each and all students, as student failure is not an option when public performance is involved.
- Oversee capstone performance environment such as lighting, stage design, coordinating audio and video recordings and the packaging them for distribution.

2.3 STANDARDS FOR NONCREDIT COURSE WORKLOAD FACTORS, LECTURE AND LABORATORY

EITHER

- *Fifteen minutes of preparation for each weekly hour of classroom instruction.*
- *0.6250 LHE per classroom contact hour, lecture and laboratory*

OR

- *Forty minutes of preparation for each weekly hour of classroom instruction.*
- *0.8333 LHE per classroom contact hour, lecture and laboratory*

Criteria for 0.8333 LHE Factor for noncredit courses:

Such courses, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the class.

Typically such courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the class.

Criteria for determining an extensive preparation and student evaluation course are as follows:

- The course requires extensive student preparation from text and lecture material prior to and after each session.
- The course requires evaluation of student work outside of class time on a regular basis.
- The course requires extensive theoretical content supplemented with appropriate assigned texts.
- Compliance with the three criteria above is documented in the course outline of record.
- The course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

EXHIBIT F – Intercollegiate Coaching

Unit members who hold a position of Head Coach of an intercollegiate sport team will be paid a stipend of $4000.00 per semester.

Coaches shall be eligible to be reimbursed for the out-of-pocket costs associated with their coaching duties in accordance with district policy and procedures.

EXHIBIT G – Online Class Requirements Self- Checklist

When teaching a Distance Education class at MiraCosta, I ensure that I will:

1. **Be prepared to teach distance education in accordance with any department and college procedures, and negotiated agreements.**

   See tic.miracosta.edu for the current requirements.

2. **Abide by any departmental directives in the course outline of record.**

   Directives include the course description, course content outline, performance objectives, assignments, methods of instruction, methods of evaluation, required materials, student learning outcomes, and any specifications of how the course is or is not to be taught as an online/hybrid section as specified in Form A.

3. **Uphold institutional procedures to authenticate students.**

4. **Abide by the MiraCosta syllabus checklist.**

5. **Ensure regular effective contact between instructor and students**

   Requirements include:
   - Maintaining predictable, scheduled, distributed interaction with students,
   - Establishing expectations on the frequency and timeliness of instructor-initiated interaction,
   - Managing unexpected instructor absences.

   Instructors will use a variety of means to initiate substantive and effective interaction with students, including several from among the following:

   a. Providing information or responding to questions about the content of a course or competency (e.g., weekly announcements, instructor-created media, "Questions for the Instructor" forums, and responding to student emails, phone calls, and postings in a timely manner).
   b. Providing non-automated assessment or feedback on student coursework.
   c. Facilitating group discussions regarding course content.
   d. Providing direct instruction, such as instructor-prepared synchronous lectures, or other forms of live interaction.

6. **Ensure regular effective contact among students if required by the Course Outline of Record.**

   If required in the course's DE addendum, the frequency of student-to-student interaction in a DE section will be at least the same as would be established in its onsite counterpart. Ensuring regular and substantive interaction among students provides the opportunity for the students to receive the benefit of peer interaction in the learning environment. Instructors will use a variety of means to enable student-to-student interaction, such as the following:

   a. Threaded discussion forums and other asynchronous interaction tools.

b. Group projects.
c. Peer review activities.
d. Peer presentations.
e. Synchronous (live) online interactions.
f. Collaborative documents and other tools for knowledge-building and sharing.

7. **Help students in a DE course section to be aware of MiraCosta College support services and resources, especially those available online.**

8. **Create an environment of academic integrity, monitor progress, and track attendance and participation.**

9. **Monitor students' engagement and success, and promptly and proactively initiate substantive interaction with students when needed on the basis of such monitoring and upon request by a student.**

10. **Meet the accessibility requirements in state and federal regulations.**

Name _____ Date _____

EXHIBIT H – Evaluation Form

MiraCosta College
Associate Faculty Evaluation Report

This form is designed to guide the evaluation of Associate Faculty based on formal components and established criteria. The major objectives of this process are to ensure highly competent and qualified academic staff, improve individual performance, and encourage professional growth.

Instructions

- Evaluators and observers should provide explanatory comments to substantiate the evaluation ratings below and note any areas in which expectations were exceeded, where expectations were not met, or where the need for improvement was identified.

- Role of the Observer: The observer is responsible for conducting a classroom or worksite observation, student survey results, and sample materials relevant to the assignment prior to completing sections A and B below.

- Role of the Evaluator: The evaluator is the person responsible for reviewing student survey results, commenting on respect for colleagues and the educational profession, adherence to administrative requirements, participation in student learning outcomes, and selecting the overall evaluation rating as specified in section C below.

- Online observations should be comparable in scope to on-ground observations. The observer should incorporate the criteria from the MiraCosta Online Education Requirements checklist, including the level of regular and substantive interaction between the students and unit member.

- The observer and the evaluator may be the same person, as assigned by the dean or their faculty designee.

- **This form must be submitted to the unit member being evaluated for review and response at least ten (10) working days before the end of the semester.**

Evaluation Information	
Associate Faculty Member	
Observer	
Evaluator (if different from Observer)	
Observation: List Course/Activities	
Surveys: List Course(s)/Activities	
Observation Date(s)	
Post-Observation Discussion Date	

Section A – To be completed by the Observer

Demonstrated skill in classroom teaching, counseling, or library work, which may include:

1. Maintaining currency and depth of knowledge in the primary areas of responsibility;
2. Using effective communication, written and oral;
3. Fostering an inclusive learning environment toward equitable outcomes;
4. Demonstrating a commitment to cultural competence and equity-minded pedagogies;
5. Ensuring careful attention to effective organizational skill in the classroom and/or other worksite(s);
6. Utilizing specific techniques or technology utilized in the classroom and/or worksite(s); and
7. Demonstrating creativity and innovation in the specific are of assignment.

Place a mark next to each of these required formal components to confirm their use as evidence to inform the narrative and rating for this section:

- [ ] Classroom or worksite observation (At least 50 minutes, in-person or online. For online observations incorporate the criteria from the MiraCosta Online Education Requirements checklist, including the level of regular and substantive interaction between the students and unit member)
- [ ] Student surveys (weighted according to student response rate)
- [ ] Review of sample materials (e.g., syllabi, course materials, lesson plans, education plans, librarian chat room transcripts)
- [ ] *Optional* additional information submitted by the associate faculty member (e.g., professional development, governance assignments)

1. Describe what went well with respect to the observation and surveys.

2. Describe any suggestions for future consideration and/or improvement.

3. [Optional] Include any discussion on professional development or service.

Section A Evaluation Sub-Rating

Select a single rating

- [ ] Exceeds expectations
- [ ] Meets expectations
- [ ] Needs Improvement
- [ ] Does not meet expectations

Section B – To be completed by the Observer

Respect for students' rights and needs by:

1. Demonstrating patience, fairness, and promptness in the evaluation and discussion of student work;
2. Exhibiting sensitivity and responsiveness to the needs of individual students and their special circumstances, when appropriate:
3. Demonstrating sensitivity to and understanding of the diverse academic, social, economic, cultural, ability and ethnic backgrounds of community college students which affect the learning process in the specific area of assignment;
4. Acknowledging and defending the free inquiry of students in the exchange of criticism and ideas; and
5. Recognition of the options of others.

Place a mark next to each of these required formal components to confirm their use as evidence to inform the narrative and rating for this section:

- [ ] Classroom or worksite observation (At least 50 minutes, in-person or online. For online observations incorporate the criteria from the MiraCosta Online Education Requirements checklist, including the level of regular and substantive interaction between the students and unit member)
- [ ] Student surveys (weighted according to student response rate)
- [ ] Review of sample materials (e.g., syllabi, course materials, lesson plans, education plans, librarian chat room transcripts)
- [ ] *Optional* additional information submitted by the associate faculty member (e.g., professional development, governance assignments)

1. Describe what went well with respect to the observation and surveys.

2. Describe any suggestions for future consideration and/or improvement.

3. [Optional] Include any discussion on professional development or service.

Section B Evaluation Sub-Rating

Select a single rating

- [ ] Exceeds expectations
- [ ] Meets expectations
- [ ] Needs Improvement
- [ ] Does not meet expectations

Section C – To be completed by the Evaluator

Respect for colleagues and the educational profession by:

1. Acknowledging and defending the free inquiry of colleagues in the exchange of criticism and ideas;
2. Recognizing the opinions of others;
3. Acknowledging sources, when appropriate;
4. Striving to be objective in the professional judgement of colleagues;
5. Acting in accordance with the ethics of the profession and with a sense of personal integrity;
6. Working in a spirit of timely cooperation to cultivate and maintain a collegial atmosphere;
7. Timely response to administrative requirements;
8. Demonstrating sensitivity to human and cultural diversity among colleagues;
9. Maintaining contractual obligation to teaching and worksite hours and if appropriate, to regular and timely office hours and/or the course outline of record.

Participation in student learning outcome assessment processes. (Results of student learning outcome assessments shall not be a factor in unit member evaluations.)

Place a mark next to each of these required formal components to confirm their use as evidence to inform the narrative and rating for this section:

- [ ] Administrative review of workplace performance, including respect for colleagues and the educational profession
- [ ] Participation in student learning outcomes processes

1. Describe what went well with workplace performance and participation in student learning outcomes.

2. Describe any suggestions for future consideration and/or improvement.

Section C Evaluation Sub-Rating

Select a single rating

- [ ] Exceeds expectations
- [ ] Meets expectations
- [ ] Needs Improvement
- [ ] Does not meet expectations

Overall Evaluation Rating – To be completed by the Evaluator
The evaluator will provide the overall evaluation rating, combining the sub-ratings from Sections A, B and C. Select a single rating.
• [ ] Exceeds expectations • [ ] Meets expectations • [ ] Needs Improvement • [ ] Does not meet expectations [ ] Check here if the associate faculty member has scheduling priority and a plan for improvement is required based on a rating of Needs Improvement or Does Not Meet Expectations. The dean's office will coordinate a follow-up evaluation.

Evaluation Report Approvals and Acknowledgements *Associate Faculty Member: If you wish to respond to any comments on this report, please complete the Response to Observation and Evaluation Report Form and attach it to this report.*	
Observer	
Signature	
Date	
Evaluator (if different)	
Signature	
Date	
Associate faculty member	
SLO Acknowledgement	[ ] My initials in this box indicate that I have participated in the assessment of student learning outcomes and have reflected on the outcomes to improve teaching and learning.
Evaluation Acknowledgement	By adding my signature, below, I acknowledge I have received and reviewed this evaluation report. It does not necessarily indicate agreement with its content.
Signature	
Date	
Dean	
Signature	
Date	

MiraCosta Community College District Item Report

Item: VIII.E.
Meeting Date: June 25, 2026

Subject:	Approve 2026–2029 Equal Employment Opportunity Plan
Category:	Action Items
Institutional Goal Supported:	Goal 3
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. EEO Plan 2026-29 FINAL - 03-20-2026 2. Mira Costa CCD CCD EEO Plan Feedback Form

Background:

Under Title 5 § 53003, community college districts are required to develop, adopt, and present an updated EEO Plan to their governing board at least once every three years. MiraCosta's 2023–2026 EEO Plan is set to expire on June 30, 2026.
During the 2025–2026 academic year, the District's EEO Advisory Committee ("EEOAC") worked to develop a new three-year EEO Plan. The Plan designed with intention to align with the District's mission, vision, and values and to outline the specific, actionable pre-hiring, hiring, and post-hiring strategies the college will implement over the next three years to support its diversity and inclusion goals.
On March 20, 2026, the EEOAC submitted the 2026-2029 EEO Plan to the State Chancellor's Office. EEO Plans are required to be submitted to the California Community College Chancellor's Office at least 90 days prior to Board adoption. Additionally, any feedback received from the Chancellor's Office must be made available to the Board prior to the adoption of the plan. Feedback received from the Chancellor's Office on the plan was marked either "No feedback" or "N/A," indicating that no additional information needed to be incorporated into the current plan prior to Board adoption.
Once approved, the District will send its EEO Plan to the Chancellor's Office for public filing.

Status:

The District's 2026–2029 Equal Employment Opportunity Plan has been reviewed by broad constituency groups, approved by the EEOAC, and reviewed by the State Chancellor's Office. It is now ready to be formally approved by the Board of Trustees.

Recommended Action:

Approve the 2026–2029 Equal Employment Opportunity Plan, as stated.

MiraCosta Community College District Equal Employment Opportunity Plan 2026-2029

July 1, 2026

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I. Introduction

MiraCosta College serves a diverse student population that represents a wide range of backgrounds, experiences, and perspectives. The district's student body is composed of individuals of various ethnicities, races, socioeconomic backgrounds, ages, sexual orientations, gender identities, and cultural heritages. In addition to reflecting student diversity, the district recognizes the need to address historical inequities in employment through intentional workforce diversification. This diversity enriches the learning environment by bringing together students with unique life experiences and insights, contributing to a more inclusive and comprehensive educational setting.

The connection between workforce diversification and MiraCosta College's educational goals and mission is significant. As the college emphasizes creating an inclusive and equitable environment, it recognizes that this extends beyond the campus walls. By nurturing a diverse student body, the college is preparing students to engage with the complexities of a globalized and interconnected world. Exposure to diverse perspectives helps students develop cultural competence, empathy, and an understanding of different viewpoints, which are essential skills in today's workforce. A diverse workforce also ensures that employees from historically marginalized communities experience belonging, representation, and opportunities for leadership.

MiraCosta College's commitment to inclusion, diversity, equity, and accessibility aligns with the broader shift towards recognizing the value of varied experiences in professional environments. Employers seek individuals who can collaborate effectively in diverse teams and understand the needs of a diverse customer base. By fostering an environment where students from various backgrounds feel valued and empowered, the college is not only fulfilling its mission but also directly contributing to the development of a workforce that reflects these principles.

Moreover, MiraCosta College's focus on removing systemic barriers to learning and success directly supports the district's goal of workforce diversification. This commitment extends to employment practices, recognizing that equitable hiring, advancement, and retention are essential to dismantling systemic barriers. By addressing these disparities, the college is equipping all students with the tools they need to excel academically and professionally. This proactive approach not only promotes social justice, but also enhances the talent pool available to employers seeking diverse, skilled, and innovative individuals.

MiraCosta College's commitment is to create a racially just campus climate, where individuals and their diverse cultures and identities are welcomed, nurtured, and validated. The college takes institutional responsibility for closing equity gaps for disproportionately-impacted students aligned with the broader societal need for a workforce that can navigate and contribute to a multicultural world. The college's mission is to foster the academic and holistic success of its diverse learners within a caring and equitable environment to strengthen the educational, economic, cultural, and social well-being of the community it serves. This mission directly contributes to the

preparation of a diverse and well-rounded workforce that can thrive in today's interconnected society.

MiraCosta's Efforts to Strengthen Inclusion, Diversity, Equity, and Accessibility

MiraCosta College is committed to being a racially just campus community. This commitment is not made solely with words, but through our actions as an institution. This commitment is embedded in our Mission, Vision, Values, and Commitment statements (BP 1200) and also in our Inclusion, Diversity, Equity and Accessibility policy (BP 3400). These policies were updated following robust discussion, input, and revision from students, staff, faculty, administrators, and the Board of Trustees. They reflect the values of our entire campus community.

To further the professional growth and learning of our employees toward this commitment, MiraCosta College has engaged in a campus wide book series (website) since the 2020-2021 academic year. The following quote was selected to highlight the importance of the campus wide book series:

> "*In the wake of trauma and violence against Black, Indigenous, and other people of color the college has set out to identify the ways in which power and privilege inform policy and practice and uproot ourselves from racist behavior. Eradicating expressions of racism and challenging the attitudes that allow them to emerge is the shared responsibility of all within our community. In this quest, the college has become committed to offering campus reads that center on antiracism on our journey and commitment to a racially just community*."

This has been a sustained, multi-year, cross-collaborative effort. In 2022-2023, MiraCosta College focused on what it means to be a Hispanic Serving Institution. The college read *A Dream Called Home* by Reyna Grande and *Becoming Hispanic-Serving Institutions* by Dr. Gina Garcia. In 2023-2024, the college read *We Are Not Here to Be Bystanders* by Linda Sarsour and *We Want to Do More than Survive* by Dr. Bettina L. Love. In 2024-2025, the college read *Viral Justice: How We Grow the World We Want* by Dr. Ruha Benjamin. Most recently, in 2025-2026, the college read *Dear America: Notes of an Undocumented Citizen* by Jose Antonio Vargas. Throughout the years, the college was fortunate to host several of these esteemed authors as guest speakers to further engage our entire campus community.

In November 2022, MiraCosta College hired its first Chief Inclusion, Diversity, Equity, and Accessibility (IDEA) Officer. This is an executive level position dedicated to championing the district's commitment to inclusion diversity, equity, and accessibility, in addition to the college's institutional goals centered on closing equity gaps and dismantling systems of inequity at the college. The Chief IDEA Officer works collaboratively with individuals, departments, and divisions across the college to center IDEA on an institutional level.

MiraCosta College updated all of its policies and procedures to be inclusive of diverse gender identities, and to remove requests for gender information on district forms unless required for a specific purpose. The college continues to update gender pronouns in all district systems for employees and students to ensure that they can be their full and authentic selves while at school or work. All district name tags include the option to include gender pronouns.

Within the Human Resources (HR) Department, many of its processes and procedures were adapted to align with the district's mission, vision, values and commitment statements. The section below focuses primarily on our faculty recruitment efforts; however, many of these same changes have been made to our classified and administrator recruitments as well.

- HR revised all job announcements to include an IDEA section that clearly communicates the district's commitment to serving historically marginalized communities and closing equity gaps. Job announcements highlight both the specific populations of students that we serve as an institution, and also the demographics of the specific population served by the department or program hiring. These demographics are placed prominently at the top of each job posting, and each posting includes the district's commitment to being a racially just campus.

- HR includes information in an "About the Department" section that specifically highlights how the department is working to serve historically marginalized students.

- HR has been intentional about removing barriers to employment, including eliminating supplemental questions and letters of reference from the application process. We intentionally limit unnecessary "desirable qualifications" on job announcements that may unintentionally exclude candidates from historically marginalized groups. We also train hiring committees on being thoughtful about requesting additional information from applicants, such as sample syllabi, teaching philosophies, or sample assignments. In addition, we specifically communicate to applicants that the college wants them to apply, even when they do not meet all of the "desirable qualifications" that may be listed: ("*We are most interested in finding the best candidate and encourage you to apply even if you don't meet every one of the desirable qualifications listed below*."). The college is intentional in our language and what we request from applicants, because research shows that women and people of color are less likely to apply unless they meet all of the "desirable qualifications."

- HR reframed all IDEA questions in the application process to require specific evidence. We also updated questions to include room for applicants who may not have prior experience by asking how they would (not have) done something ("*MiraCosta College is an Equal Opportunity Employer with a commitment to diversity. We strive to be a model for equity and inclusion, effectively supporting*

students and employees from diverse socioeconomic and cultural backgrounds who possess a range of abilities, academic preparation, and life experiences. Please reflect on two or three examples of how you have or would create, modify, and/or perform one or more of the following to meet the needs of a diverse student population: (1) curricula; (2) learning activities; (3) teaching/counseling practices; (4) library reference services or collection development; (5) literary efforts (e.g., original scholarly works); or (6) budgetary or planning processes."). In partnership with faculty, we developed a rubric to evaluate the responses to this question.

- While all committee members are required to be trained, there is an additional focus on faculty recruitments. The college annually hosts a half-day event that centers our IDEA work in the faculty recruitment process. In January 2026, the workshop centered on interrupting bias and upholding integrity. It introduced a framework for evaluating cultural humility and equity-mindedness by emphasizing the use of inclusive language, prioritizing job-related competencies, and embedding IDEA-aligned competencies into interview questions.

- HR has partnered with the Academic Senate to revise the Administrative Procedure for hiring associate (part-time) faculty colleagues. We focused on training full-time faculty responsible for interviewing and recommending associate faculty members for hire. As part of our training efforts, we shared specific data that 50%-70% of full-time faculty hires each year come from associate faculty currently working at our college. We stress that faculty diversification efforts begin with our associate faculty hiring process and that we cannot diversify our faculty unless we diversify the hiring pool. We have also updated all of our associate faculty job postings in the same manner as our full-time faculty postings.

- HR has updated all of our employee demographic data categories to align with our student data categories. This way, we can more readily determine whether or not our employee population matches the demographics of our student population, determine if there are any adversely impacted groups, and track how much progress we have made over time.

- HR reviews the diversity of our hiring pool at each stage of the recruitment process. When we review the diversity of a specific applicant pool before it is released to a committee for consideration for hire, we compare the data against available degrees in Southern California, the state of California, and in the United States by race, ethnicity, and gender. We have worked with our Research, Planning, and Institutional Effectiveness (RPIE) Office to create a dashboard with this information to readily determine if we need to continue our outreach and recruitment efforts if our applicant pools are not reflective of this data.

- HR has continued to hold Zoom interviews for all first level hiring committees. Zoom allows the district to continue to remove barriers to hiring for positions and

increases access for candidates. We have analyzed data that shows more robust applicant pools, including for applicants who live out of the area or out of state. For applicants who have other work/life commitments or who cannot afford to travel or take time off from work for an interview, Zoom provides them the flexibility to participate. This has also eliminated many scheduling challenges for committee members, who can attend Zoom interviews from anywhere.

- The HR Department recently revised our student application and hiring process to make it more streamlined for students. Students were previously required to fill out the same application as other employees, even when the district did not need all of the same information to hire a student worker. Removing this barrier has increased the number of students who complete the onboarding process and are eligible to be hired.

HR has partnered with our Transitions Scholars Program to assist justice-impacted or formerly incarcerated students to be placed into appropriate student worker positions. We have worked to provide students with training about the background check process that they may expect for employment, how to respond to requests for information, and what their rights are under California law.

In 2023, HR realized that while many employees responded to requests to update their demographic data (race, ethnicity, disability, veteran status, etc.), we had a much lower completion rate for sexual orientation and gender identity data. HR partnered with our Chief IDEA Officer, Rainbow Collective employee resource group for LGBTQIA+ employees, and EEO committee members to launch a campaign explaining the importance of this data in our EEO and IDEA efforts.

In 2024, the district developed a comprehensive orientation and onboarding program focused on enhancing employee success, engagement, and retention. Each session included relationship-building activities and group reflections on shared values across diverse backgrounds, which helps to reduce isolation and increase psychological safety. To complement the orientations, an Onboarding Hub was launched as a centralized platform offering tools and resources to support new employees and their managers throughout the first year. Additionally, onboarding checklists were developed for employees, HR, and hiring managers to ensure consistent support and alignment. These are reinforced by structured check-ins at the 30th, 60th, 90th, 180th, and 365th day of employment to promote engagement and retention. A comprehensive, relationship-centered onboarding experience helps new employees—especially those from historically underrepresented or marginalized groups—feel welcomed, respected, and valued from the moment they join the institution. The new onboarding helps employees feel included, engaged, and confident in bringing their full identities to their roles.

In 2025, the HR Department collaborated with the Rainbow Collective to undertake an important project to update the display of employee names in Workday to remove deadnames–birth or legal names that are no longer used by transgender or nonbinary

individuals. The system was updated so that an employee's chosen name is visible on all screens and processes, including in a variety of reports accessible in the system. Using an individual's chosen name is a fundamental act of respect and affirmation. Conversely, referring to someone by a name they no longer identify with can cause emotional harm, undermine their dignity, and compromise their privacy and safety. This effort aligns with the district's Commitment Statement to create an inclusive campus environment where individuals and their diverse cultures and identities are welcomed, nurtured, and validated.

In 2024–2025, the district launched an inaugural Leadership Academy program led by members of the Executive Management Team and other administrators. The first cohort consisted of 17 diverse individuals across all employee groups. The goal of the Leadership Academy is for leaders to find support and retain diverse talent. The college welcomed its second cohort in January 2026.

These intentional efforts highlight MiraCosta's ongoing commitment to actively identifying and eliminating barriers to employment. This sustained commitment ensures that all applicants have a full and fair opportunity to compete for employment, fostering a workforce that reflects the diverse student population of our campus community.

II. Definitions

1. *Academic Employee*: Any employee categorized as an educational administrator or faculty member pursuant to section 53402 of the Title 5, California Code of Regulations.

2. *Accessibility*: A person with a disability is afforded the opportunity to acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use. The person with a disability must be able to obtain the information as fully, equally and independently as a person without a disability. Although this might not result in identical ease of use compared to that of persons without disabilities, it still must ensure equal opportunity to the educational benefits and opportunities afforded by the technology and equal treatment in the use of such technology.

3. *Administrator*: A person who is employed in a position designated by the governing board of the district as having direct responsibility for supervising the operation of, or formulating policy regarding, the administration of non-academic functions of a college or district.

4. *Adverse Impact*: A disproportionate negative impact to a group protected from discrimination pursuant to Government Code section 12940, arising from the effects of an employment practice as determined according to a valid statistical measure (such as those outlined in the Equal Employment Opportunity Commission's *Uniform Guidelines on Employee Selection Procedures*).

5. *Chancellor's Office:* Refers to the California Community Colleges Chancellor's Office.

6. *Classified Administrator*: Any person employed by the governing board of a district in a supervisory or management position as defined in Article 1 (commencing with Section 3540) of Chapter 10.7 of Division 4 of Title 1 of the Government Code.

7. *Cultural Competency*: The practice of acquiring and utilizing knowledge of the intersectionality of social identities and the multiple axes of oppression that people from different racial, ethnic, and other minoritized groups face. The development of cultural competency is a dynamic, on-going process that requires a long-term commitment to learning. In the context of education, cultural competency includes the ability to teach students from cultures other than one's own successfully. It entails developing interpersonal awareness and sensitivities, developing cultural knowledge, and mastering a set of skills for effective cross-cultural teaching.

8. *Cultural Proficiency:* Involves successful teaching and other interactions with both students and colleagues from a variety of cultures. It requires a contextual understanding that numerous social and institutional dynamics, including the effects

of inequities, affect how students have been taught and treated, and translates that understanding to the removal of barriers to student success. “Culture” refers to those things that are shared within a group or society: shared knowledge and beliefs, shared values, shared behavioral expectations, and principles that are widely used or recognized. “Culture” therefore, refers to more than simply race and ethnicity.

9. *Diverse*: Refers to the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among all individuals, based on race, sex, ethnicity, nationality, socioeconomic status, religion, economic class, education, age, gender, sexual orientation, marital status, and mental and physical ability.

10. *Diversity:* A condition of broad inclusion in an employment environment that offers equal employment opportunity for all persons. The achievement of diversity within a workforce requires the presence, respectful treatment and inclusion of individuals from a wide range of ethnic, racial, age, national origin, religious, gender, gender identity, sexual orientation, disability and socio-economic backgrounds, in all aspects of the workplace.

11. *Educational Administrator*: An administrator who is employed in an academic position designated by the governing board of the district as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services program of the college or district. Educational administrators include, but are not limited to, chancellors, presidents, and other supervisory or management employees designated by the governing board as educational administrators.

12. *Equal Employment Opportunity (EEO):* All qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the district. Equal employment opportunity should exist at all levels in all job categories. Equal Employment Opportunity also involves:

    a. identifying and eliminating barriers to employment that are not job related, such as reliance on preferred job qualifications that do not reasonably predict job performance;
    b. updating job descriptions and/or job announcements to reflect accurately the knowledge, skills and abilities of the position, including a commitment to equity; and
    c. creating an environment which fosters cooperation, acceptance, democracy, and free expression of ideas, and is welcoming to all free from discrimination related to the categories protected by Government Code section 12940.

13. *Equal Employment Opportunity Plan (EEO Plan)*: A written document that describes a district’s EEO program. A district’s EEO plan shall include: 1) analysis of the district’s workforce; and 2) descriptions of the district’s program strategies, informed

by the district's workforce analysis, that it is implementing or will implement, to promote equal employment opportunity.

14. *Equal Employment Opportunity Program*: Refers to the combination of district strategies implemented to promote equal employment opportunity. Such programs should be informed by a district's longitudinal workforce and applicant analyses.

15. *Equity:* The condition under which individuals are provided the resources they need to have access to the same opportunities as the general population. Equity accounts for systematic inequalities, meaning the distribution of resources provides more for those who need it most. Conversely, equality indicates uniformity where everything is evenly distributed among people.

16. *Ethnic Group Identification*: An individual's identification in one or more of the ethnic groups reported to the Chancellor's Office pursuant to Title 5, Section 53004. These groups shall be more specifically defined by the Chancellor's Office consistent with state and federal law.

17. *Faculty or Faculty Member*: Those employees of a district who are employed in academic positions and who are not designated as supervisory or management for the purposes of Article 5 (commencing with Section 3540) of Chapter 10.7 of Division 4 of Title 1 of the Government Code. Faculty include, but are not limited to, instructors, librarians, counselors, community college health service professionals, disabled student programs and services professionals, extended opportunity programs and services professionals, and individual employed to perform a service that, before July 1, 1990, required nonsupervisory, non-management community college certification qualifications.

18. *IDEA*: Acronym for the terms inclusion, diversity, equity, and accessibility.

19. *Inclusion:* Bringing traditionally excluded individuals or groups into processes, activities, and decision and policy making in a way that shares power.

20. *In-House or Promotional Only Hiring*: Only existing district employees are eligible for a position.

21. *Job categories*: Includes executive/administrative/managerial, faculty and other instructional staff, professional non-faculty, secretarial/clerical, technical and paraprofessional, skilled crafts, and service and maintenance.

22. *Minoritize*: The subordination of a person or group's status to a more dominant group or its members based on social identities such as race or ethnicity.

23. *Monitored Group*: The groups for which districts must provide demographic data pursuant to section 53004.

24. *Non-academic Employee*: Any employee categorized as a classified administrator or staff member.

25. *Person with a Disability*: Refers to any person who:

    a. has a physical or mental impairment as defined in Government Code, Section 12926 which limits one or more of such person's major life activities;
    b. has a record of such an impairment; or
    c. is regarded as having such an impairment.

    A person with a disability is "limited" if the condition makes the achievement of the major life activity difficult.

26. *Screening or Selection Procedure*: Any measure, combination of measures, or procedure used as a basis for any employment decision. Selection procedures include the full range of assessment techniques, including performance tests, physical, educational, and work experience requirements, interviews, application reviews, reference checks, and similar techniques. Screening and selection procedures shall also include consideration of equivalencies pursuant to section 53430.

27. *Staff or Staff Member*: Employees of a district who are not encompassed within the definitions in subdivisions (a), (c), (e), (k), or (m), whether or not they are part of the classified service as defined in sections 88003 or 88076 of the Education Code.

28. *Underrepresented Group:* Any monitored group for which the percentage of persons from that group employed by the district in a job category is below eighty percent (80%) of the projected representation for that group and job category.

IV. Policy Statement

BP 3400: Diversity, Equity, Inclusion, Accessibility

MiraCosta College is committed to providing a strong, supportive, and authentic environment where difference is valued, respected, encouraged, and honored; where all faculty, staff, and students experience a sense of belonging and the freedom to express themselves; and where their experiences are recognized and valued. MiraCosta College strives to be a model for equity and inclusion. The college is committed to providing opportunities for engagement both across the campus and within the communities the college serves. The college seeks to remove barriers to learning, participation, and success, with a focus on changing procedures and practices that disproportionately affect certain groups. Anchored in a culture of evidence, MiraCosta College promotes increased awareness and appreciation of individual, collective, and intersecting identities within our diverse society and acknowledges that different students learn in different and unique ways. See Board Policy 3410−Nondiscrimination, Board Policy 3420−Equal Employment Opportunity, Board Policy 7100−Commitment to Diversity in Hiring.

Commitment Statement

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

AP 3410: Nondiscrimination – Employment

The district shall provide equal employment opportunities to all applicants and employees regardless of race or ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, or military and veteran status.

The MiraCosta Community College District is committed to the principles of equal employment opportunity and will implement a comprehensive program to put those principles into practice. The district is committed to a continuing good faith effort to ensure that all qualified applicants for employment and employees have full and equal access to employment opportunity, and are not subjected to discrimination in any program or activity of the district on the basis of age, ancestry, color, physical or mental

disability, pregnancy, gender, gender identity, gender expression, marital status, medical condition, genetic information, national origin, parental status, race or ethnicity, religion, sexual orientation, military or veteran status, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics. In addition, the district also has an interest in nondiscrimination based on additional factors such as accent, citizenship status, economic status and ethnic group identification even though students or employees could not make a legal claim of discrimination based on these factors. The district strives to achieve a workforce that is welcoming to all individuals in legally protected categories to ensure the district provides an inclusive educational and employment environment. Such an environment fosters cooperation, acceptance, democracy and free expression of ideas. An Equal Employment Opportunity Plan is maintained to ensure the implementation of equal employment opportunity principles that conform to federal and state laws.

BP 3420: Equal Employment Opportunity

The Board of Trustees supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized, and community colleges foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding, harmony, respect, and suitable role models for all students. The board therefore commits itself to promote the total realization of equal employment through a continuing equal employment opportunity program. The superintendent/president shall develop, for review and adoption by the board, a plan for equal employment opportunity that complies with the Education Code and Title 5 requirements as from time to time modified or clarified by judicial interpretation.

BP 7100: Commitment to Diversity in Hiring

The district is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board of Trustees recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, enhances student learning, and provides suitable role models for all students. The board is committed to hiring and staff-development processes that support the goals of equal opportunity and diversity and provide equal consideration for all qualified candidates.

V. Identification of District Officer with Delegated Responsibility and Authority to Implement and Enforce the EEO Plan

Board of Trustees

The governing board is ultimately responsible for proper implementation of the district's plan at all levels of district and college operation, ensuring equal employment opportunity as described in the plan, and for making measurable progress toward equal employment opportunity by the strategies described in the district's EEO plan. The governing board is responsible for adopting a plan that is in compliance with the provisions of the California code of regulations. Further, the board of trustees will oversee the superintendent / president's responsibility to ensure the EEO plan shall:

A. Be developed in collaboration with the district's Equal Employment Advisory Committee;

B. Be reviewed and adopted at a regular meeting at the board of trustees where it is agendized as a separate action item and not part of the consent agenda;

C. Cover a period of three years, after which a new or revised plan shall be adopted; and

D. Be submitted to the State Chancellor's Office at least 90 days prior to its adoption. Comments received from the chancellor's office on the proposed plan must be presented to the governing board prior to adoption. *(see Sections 53003(a) and 53020).

Vice President of Human Resources

The district has designated the Vice President of Human Resources (or designee) as the EEO Officer and has been assigned the responsibility and authority for overseeing the day-to-day implementation of the EEO Plan and assuring compliance with Title 5 requirements pursuant to Section 53003 and Section 53020. Should there be any changes to the appointment of the Equal Employment Opportunity Officer, the college will promptly inform both employees and job applicants of the new designee. Designating the Vice President of Human Resource, including the responsibilities inherent in the position, and who also chairs the EEO Advisory Committee, is adequate to support meaningful development and enforcement of the district's EEO Plan.

VI. EEO Advisory Committee

The district's Equal Employment Opportunity Advisory Committee (EEOAC) is integral to EEO Plan development.

The Vice President of Human Resources (EEO Officer) and Chair of the EEOAC provides training to new members when they begin serving on the committee as required under Section 53005.

The EEOAC assists in developing, revising, and implementing district EEO programs and plans and plays a crucial role in helping the district uphold its commitment to equal employment opportunity and nondiscrimination. The committee also assists in promoting an understanding and support of equal opportunity and nondiscrimination policies and procedures. The committee may work in coordination with other groups on campus to sponsor events, training, or other activities that promote equal employment opportunity, nondiscrimination, retention, and diversity.

The committee shall include a diverse membership whenever possible. A substantial good-faith effort to maintain a diverse membership is expected. If the district has been unable to meet this objective, it will document efforts made to recruit advisory committee members who represent diversity. The committee will be composed of two members of the faculty appointed by the Academic Senate President; two members of the classified staff appointed by the Classified Senate President; two students recommended by the student government association; two community representatives appointed by the superintendent/president; the Chief IDEA Officer, and one member of the administration appointed by the superintendent/president. This ensures the EEOAC is composed of a diverse membership and includes members from district stakeholder groups.

The committee will be convened initially each year and is chaired by the EEO Officer or designee. Except for the Chief Inclusion, Diversity, Equity, and Accessibility Officer, terms of office for all other members shall be two years. The EEOAC shall hold a minimum of four (4) meetings per fiscal year, with additional meetings if needed to review equal employment opportunity and diversity efforts, programs, policies, and progress. When appropriate, the advisory committee shall make recommendations to the Vice President of Human Resources (EEO Officer).

Members of the EEOAC and members of the district's governing board shall receive training in all the following:

1. The requirements of this subchapter and other state and federal discrimination laws;

2. Identification and elimination of bias and hiring;

3. The educational benefits of workforce diversity; and

4. The role of the advisory committee in drafting and implementing the district's EEO Plan.

VII. Complaints

The procedure for filing complaints pursuant to section 53026 is specified in Administrative Procedure 3435: Discrimination and Harassment Complaints and Investigations. This procedure is used for EEO and discrimination complaints.

VIII. Notification to District Employees

The commitment of the board of trustees and the superintendent/president to equal employment opportunity is emphasized through the broad dissemination of its Equal Employment Opportunity policy statement and the Plan. The policy statement will be included in the college catalog and website. The Plan and subsequent revisions will be distributed to the district's Board of Trustees, the superintendent/president, administrators, the academic and classified senates, union representatives, members of the district EEOAC, and to new employees as part of the onboarding process. Information pertaining to the provisions of the EEO Plan and the policy statement will be incorporated into hiring committee and employee trainings. The Plan will be available on the district's website and employees will be notified electronically. Each year, the district will inform all employees of the Plan's availability. The annual notice (see Appendix L) will emphasize the importance of the employee's participation and responsibility in ensuring the Plan's implementation.

IX. Training for Screening/Interview Committees

Screening/interviewing chairs and members of the committee are required to participate in mandatory hiring committee training. This includes viewing a newly revised 45-minute hiring committee training video created in 2025, which provides an overview of current federal and state nondiscrimination laws, the educational benefits of a diverse workforce, the elimination of bias in hiring decisions, best practices in serving on a screening/interview committee, and principles of diversity and cultural proficiency. The video also incorporates *Playing Behind a Screen: Implicit Bias in Our College* by Lasan Hotep, which addresses implicit biases and their impact on recruitment and the overall hiring process. As described above in section II, HR also places a significant emphasis on full-time faculty hiring committee training with all committee members being required to participate in an in-person, half-day training prior to participating in a hiring committee.

Any individual, whether an employee of the district or not, acting on behalf of the district with regard to recruitment and screening of applicants, is subject to the equal employment opportunity requirements of Title 5 and the district's Equal Employment

Opportunity Plan. Individuals serving on a hiring committee are required to undergo training within the 12 months prior to beginning of service on their first committee. A refresher training is required at least once every two years. Training is mandatory; individuals who have not received training or refresher training will not be allowed to serve on a screening/interview committee. The Equal Employment Opportunity Officer is responsible for coordinating the required training.

Pre-hiring and hiring strategies require the screening/interview committee to include a diverse membership whenever possible, whether individuals involved in the recruitment process are employees of the district or not. Training magnifies the importance of having EEO representatives serve on committees as a requirement and as voting members to ensure a fair and equitable process for our applicants and candidates. The EEO representative is required to be an employee who works outside the hiring department, to ensure there are no concerns about upholding the principles of equal employment opportunity for all applicants.

Committees develop inclusive questions and other materials for applicants specific to the qualifications and experience outlined in the job announcement. These materials are vetted by both EEO representatives and Human Resources before clearing them to be used in interviews.

X. Annual Written Notice to Community Organizations

The Equal Employment Opportunity Officer provides an annual written notice to appropriate community-based and professional organizations concerning the EEO Plan and the need for assistance from the community and such organizations in identifying a qualified, diverse pool of applicants. The notices may include mailings and electronic communications, and will include a summary of the Plan, inform these organizations how they may obtain a copy, and shall solicit their assistance in identifying diverse qualified candidates *s*o long as the collective scope of each recruitment is broad-based. The notice will also include the internet address where the district advertises its job openings and the Human Resources Department phone number to call to obtain information about employment. The district will actively seek to reach those institutions, organizations, and agencies that may be recruitment sources, especially for underrepresented populations. A list of organizations which will receive this notice is outlined in Appendix K of this Plan, subject to periodic revision.

XI. Analysis of District Workforce and Applicant Pools

Human Resources will systematically gather, analyze, and act upon data related to the district's workforce and applicant pools. The composition of the initial applicant pool is recorded and reviewed by the EEO Officer or designee. This information is kept confidential and is separated from the applications that are forwarded to the screening/interview committee and hiring administrator(s). The goal is to assess

diversity, identify disparities, and implement effective diversification measures while complying with legal requirements for longitudinal analyses and adverse impact mitigation.

Applicants and employees are afforded the opportunity to voluntarily identify their gender, gender identity, ethnic group identification and, if applicable, their disability. Applicants and employees may designate as many ethnicities as they identify with. The district uses or will use the following process to analyze the district's workforce and applicant pools:

Part 1: Gathering and Analyzing Data

1. **Data Collection:** Collect demographic data from both employees and job applicants, including race, gender, age, disability status, sexual orientation, and other relevant characteristics. Applicant data is collected in the applicant tracking system (PeopleAdmin) in Human Resources. Workforce data is collected in the enterprise resource planning system (Workday). Student data is collected in the college's data warehouse. Community data is collected from the US Census Bureau's 5-year American Community Survey (ACS).

2. **Initial Applicant Pool Analysis:** a. Analyze the composition of the initial applicant pool for the year. b. Calculate diversity percentages for each monitored group status and compare them to the overall demographics of applicants. See Appendix B.

3. **Hiring and Retention Data Tracking:** a. Continuously track data on individuals hired for positions. b. Disaggregate data by monitored groups and job categories.

Part 2: Longitudinal Analysis

4. **Periodic Data Reviews:** a. Human Resources and the Office of Research, Planning, and Institutional Effectiveness conduct annual data reviews and longitudinal analyses of employment trends, including the representation of monitored groups in each job category. b. The district utilizes this data to identify and mitigate any adverse impacts on diversity and inclusion. Beginning in July 2022, the district redesigned the data collection for applicants and the workforce to mirror the demographic data that was being collected for students (ethnicity for Middle Eastern/North Africa, sexual orientation categories, and gender identity categories). Therefore, new longitudinal analyses began in the 2022-23 year going forward. See Appendices C–J.

5. **Data Analysis and Reporting:** a. Analyze the data collected at each stage to identify trends, disparities, and areas for improvement. b. Generate reports that provide insights into the diversity and inclusion landscape within the organization. c. Share findings with relevant stakeholders, including Human Resources, hiring managers, and the EEO and IDEA advisory committees.

In July 2022, Human Resources, in consultation with the EEO Advisory Committee redesigned the demographic collection data for applicants and the workforce to mirror the demographic data collected for students. This included disaggregating Middle Eastern or North African from White. It also included adding sexual orientation and gender identities as monitored groups. This change reset the starting point of longitudinal analysis beginning in 2023 as the demographic data prior to 2023 is not comparable.

Adverse Impact Analyses

The district analyzed its workforce composition and hiring rates to identify underrepresentation and barriers to greater workforce diversity in terms of race/ethnicity and gender.

Underrepresentation was measured by creating a composite availability statistic for race/ethnicity and gender combining the district's student population, local community, state of California, and United States demographics weighted in the following manner:

Student Population:	45% weight
Local Community Workforce Population:	40% weight
State of California Workforce Population:	10% weight
National Workforce Population:	5% weight

The weights assigned reflect the district's strategic goals on providing its students and community a representative workforce that brings together diverse and inclusive perspectives, experiences, cultures, and backgrounds as a method for improving student success outcomes. Diverse employees with different perspectives build empathy and respect for others as well as help improve problem-solving skills and creativity among students. Further, studies have shown that Black, Latinx, and other marginalized students are more likely to graduate when college employees look like them and can serve as positive mentors and role models. The weights also acknowledge the need for broader recruitment efforts to achieve a more diverse workforce.

Workforce Adverse Impact Analyses – Race/Ethnicity

When looking at race/ethnicity of the total permanent District workforce (see Table 21 in Appendix B), Asian employees are an underutilized group as compared to composite availability statistic. Asian employees are underrepresented across all job classifications except for Executive/Administrative/Managerial and Service/Maintenance job

classifications. The proportion of Asian employees in the district workforce across all job categories has been increasing in the past three years (see Appendix C).

In addition, the percentage of Hispanic/Latinx employees for the total permanent workforce also falls below the composite availability proportions (Table 21: 23% versus 37% availability). When analyzing adverse impact across the job classifications, Latinx employees are underutilized for the faculty job classification (see Table 23). The binomial exact test also indicates that there may be underutilization for the Technical/Paraprofessional (see Table 26) and Service/Maintenance (see Table 27) job classifications. The proportion of Latinx employees in the district's workforce has increased in most job classifications since 2022–2023 (see Appendix C).

Workforce Adverse Impact Analyses – Gender

After reviewing the district's workforce data for adverse impact by gender (see Table 28 in Appendix B), male employees are underrepresented at the college as compared to the composite availability metric (39% versus 47% availability). Underutilization for male employees is also indicated for the Clerical/Secretarial job classification (Table 32: 15% versus 38% availability) and the faculty job classification (Table 30: 38% versus 42% availability). Professional (Table 31: 36% versus 44% availability) job classifications also show signs of underutilization for male employees (just not across all statistical measures). On the other hand, occupations that comprise the Service/Maintenance job classification show that female employees are vastly underrepresented in this particular job category (Table 34: 8% versus 50% availability).

Adverse Impact Hiring Analyses – Race/Ethnicity

When looking at the overall hiring rate by race/ethnicity in Table 1 of Appendix B, White applicants tend to be selected at statistically significantly lower rates than applicants from other race/ethnicities (0.7% selection rate versus 1.5% overall selection rate). Black or African American applicants also show lower overall hiring rates than other groups (0.3% versus 1.5%), with the Z-Statistic and Binomial Test approaching statistical significance. The analysis shows no adverse impact in overall hiring selection rates for all other race/ethnic categories.

As compared to the composite availability data, the applicant pools were underrepresented for White applicants (34.0% versus 41.7%); however, employees from this racial category are currently overrepresented in the current workforce at the district (54.0% across all job categories in 2024-25).

Looking at potential adverse impact during the major decision points in the hiring process (i.e., phase analysis), analyses show that Asian applicants may have not passed minimum qualifications at higher rates than other applicants (see Table 2 in Appendix B). When examining the data for applicants chosen for the first interview, it appears that White applicants were selected at lower rates than other applicants (see Table 3 in Appendix B). While not significant across all measures of adverse impact,

Black or African American applicants also had lower selection rates for the first interview as compared to other applicants (Table 3: 12% versus 18% overall). Similarly, Black or African American applicants were selected less frequently for second interviews (Table 4: 11% versus 36% overall).

Adverse Impact Hiring Analyses – Gender, Gender Identity, and Sexual Orientation

Based upon the 80% rule for applications received for permanent positions that were filled in 2022–2023, male applicants were selected at significantly lower rates than female applicants; however, the one-proportion *z*-test and binomial exact test do not show statistically significantly lower rates of hiring (see Table 6 in Appendix B). The applicant pool appeared to be unrepresentative of the composite workforce availability for male applicants (36% of applicants compared to 47% availability). There were no statistically significant differences based on gender for each phase in the hiring process (see Tables 7 through 10).

Analyses show that there is no adverse impact based on gender identity or sexual orientation (see Table 16 in Appendix B).

Disaggregating the data for race/ethnicity and gender by job category resulted in low sample sizes for some job categories (in some categories as low as one person hired; n=1). As such, until we gather more annual applicant and hiring data based on the new demographic data collection methods, we are unable to report the adverse impact analysis by job category while also maintaining individuals' anonymity. However, this data is being monitored and analyzed.

Part 3: Implementing and Evaluating Measures

6. **Action Planning:** a. In consultation with the EEO Advisory Committee, Human Resources develops action plans to address disparities and issues identified through data analysis. b. Specific goals and strategies are set to enhance diversity and inclusion in recruitment, hiring, and retention. c. Responsibilities and timelines are assigned for implementing action plans. d. Action plans are shared with appropriate stakeholders for implementation. e. Action plans are maintained and made accessible by the Office of Human Resources.

Strategies to Mitigate any Identified Adverse Impact

Analyze screening and interview committees for diversity and representation of the broader workforce. This can help reduce unconscious bias in the decision-making process. This can also help provide different perspectives and reduce the likelihood of biased judgments. The district also aims to have at least one member of the panel is from the group experiencing adverse impact, where possible (e.g., Black-African American, two or more races, male, etc.).

Beginning in 2024, Human Resources began tracking demographic data for each stage of the selection process: Phase 1 – met minimum qualifications; Phase 2 – selected for first interview; Phase 3 – selected for second interview; and Phase 4 – selected for hire. Demographic data included race/ethnicity, gender, gender identity, and sexual orientation. See Appendix B, Tables 2–20.

7. **Evaluation and Adjustment:** a. Regularly assess the effectiveness of implemented strategies and action plans. b. Adjust strategies based on outcomes and feedback from employees and applicants. c. Ensure continuous improvement in EEO and IDEA efforts.

8. **Compliance and Transparency:** a. Ensure that data collection and analysis processes comply with legal requirements. b. Maintain transparency by sharing diversity and inclusion progress with internal and external stakeholders as appropriate.

9. **Customized Frequency:** a. Conduct more frequent data reviews and analyses when necessary. b. Adjust the review schedule to respond to emerging trends or issues. By following this comprehensive process and systematically gathering, analyzing, and acting upon data, the district will be able to promote diversity and inclusion, address disparities, and continually improve its efforts in the areas of EEO and IDEA.

XII. A Process for Utilizing Data to Determine Whether Monitored Groups Are Underrepresented Within District Job Categories

The district utilizes data from reliable public and private sources to determine whether monitored groups are underrepresented within job categories. The district uses the following process for utilizing data to determine whether monitored groups are underrepresented within district job categories.

Step 1: Identify Monitored Groups and Job Categories

When gathering and analyzing data, the district will define the monitored groups and the job categories. Monitored groups typically include categories such as race, gender, age, disability status, sexual orientation, and other relevant characteristics. Monitored groups for applicants and employees are identified as follows:

1. Race/Ethnicity
    a. American Indian or Alaska Native
    b. Asian
    c. Black or African American
    d. Hispanic or Latino
    e. Middle Eastern or North African

f. Native Hawaiian or Other Pacific Islander
g. Two or more races/ethnicities
h. White
i. Decline to state

2. Gender
    a. Female
    b. Male
    c. Non-binary
    d. Decline to state

3. Sexual Orientation
    a. Another Sexual Orientation
    b. Asexual
    c. Bisexual
    d. Gay
    e. Lesbian
    f. Pansexual
    g. Prefer not to Answer
    h. Queer
    i. Questioning/Unsure
    j. Straight/Heterosexual
    k. Did Not Answer

4. Gender Identity
    a. Another Identity
    b. Gender/Queer/Nonconforming
    c. Man
    d. Nonbinary
    e. Prefer not to Answer
    f. Trans
    g. Two or More Gender Identities
    h. Woman
    i. Did not answer

Job categories are EEO classifications used to comply with Section 53003(c)(8). Job categories for applicants and employees are identified as follows:

1. Executive/Administrative/Managerial
2. Faculty (full and part-time)
3. Professional Non-faculty
4. Secretarial/Clerical
5. Technical and Paraprofessional
6. Skilled Crafts
7. Service and Maintenance

Step 2: Access and Gather Data

Identify Reliable Data Sources:

For public sources, consider government agencies, labor departments, and industry associations that publish workforce demographic data. These sources include, but are not limited to, applicant tracking systems, enterprise resource planning systems for students and employees, Integrated Postsecondary Education Data System (IPEDS), and community data sources. For private sources, consult with industry-specific reports, diversity and inclusion organizations, or surveys.

The district's workforce by race/ethnicity and gender were derived from the Workday Human Resources ERP system (2022-2025), whereas the applicant and hiring data were obtained from the PeopleAdmin applicant tracking system. The district's community data was collected using the San Diego County Occupation data from the U.S. Census Bureau, American Community Survey (ACS). In particular, data was pulled from the EEO Tabulation Table EEO 6w. EEO-1 State and Local Government Job Groups by Sex, and Race/Ethnicity for Worksite Geography, Total Population Civilians employed at work 16+. Data from EEO Tabulation Table EEO 1w. Detailed Census Occupation by Sex and Race/Ethnicity for Worksite Geography Universe, Civilians employed at work 16+ were used for the Faculty job classification.

Step 3: Calculate Projected Representation and Compare to Actual Representation

Proportions by race/ethnicity and gender were calculated for all adults employed in state and local government jobs in San Diego County as well as for each of the monitored job classifications. Similarly, percentages of the district's workforce were also gathered by race/ethnicity and gender for all employees as well as by each of the monitored job classifications. The district's workforce percentages were then divided by the San Diego County percentages to compare the actual representation to the projected representation. Any monitored groups that fell below 80% of the projected representation were identified as underrepresented at the district. As recommended in the federal EEO guidelines, however, groups who comprised less than two percent of the projected representation (i.e., San Diego County occupation data) were not evaluated by the 80% rule. The comparisons between the actual representation at the district and the projected representation in San Diego County occupation data are still tracked and monitored.

Step 4: Identify Underrepresentation

Compare the actual representation to the projected representation. If the actual representation is below 80% of the projected representation for a monitored group in a job category, it constitutes underrepresentation. Refer to the *Data Analysis and Reporting* of Section X of this EEO Plan.

Step 5: Develop Strategies for Mitigation

Action planning strategies and implementations are set forth in Component XIII, Appendix A of the EEO Plan. These include strategies related to pre-hire, hire, and post-hiring areas. They include what the strategies are, who has been assigned responsibility of the strategies, a 3-year implementation for the strategies, and effectiveness metrics and review considerations for the strategies.

Step 6: Regularly Review and Update Data

1. **Periodic Data Analysis:**
    - Continuously monitor actual representation and periodically review workforce demographic data.
    - Adjust diversity initiatives as needed based on the progress made and challenges encountered.
2. **Compliance Reporting:**
    - Ensure that compliance reports are generated regularly, detailing the status of underrepresentation and progress in addressing it.

By following this process, the district can effectively use data to identify underrepresentation, understand its causes, and implement strategies to promote diversity and inclusion, thereby complying with the requirement to conduct longitudinal analyses of employment trends.

XIII. Methods for Addressing Underrepresentation

Based on the analyses above, the district has determined that the following groups have experienced adverse impact or underrepresentation: White applicants, Black or African American applicants, and Male applicants. The following methods have been developed to address underrepresentation at the district:

- Strategy: Implement targeted recruitment efforts to attract a more diverse hiring pool for monitored groups of underrepresentation (e.g., White, Black or African American, male, etc.). This can include attending job fairs at colleges, partnering with diversity-focused organizations, and using inclusive language in job postings.
- Evaluation: Monitor the demographics of applicants before and after implementing targeted recruitment efforts. Measure the diversity of the applicant pool and assess whether the percentage of underrepresented groups has increased. Track the success of different recruitment channels to determine their effectiveness.

- Strategy: Leverage memberships in ACHRO, ACCCA, HERC, and other associations to support and complement retention strategies such as exit interviews to retain a more diverse workforce for monitored groups of underrepresentation.

- Evaluation: Monitor and analyze employee feedback to identify patterns impacting monitored groups of underrepresentation.

Appendix A: Component XIII

DISTRICT & COLLEGE ACTIVITIES: PRE-HIRING, HIRING, AND POST-HIRING EEO STRATEGIES SCHEDULE IDENTIFYING TIMETABLES FOR THEIR IMPLEMENTATION

PRE-HIRING STRATEGIES		
Revise Job Descriptions		
Who	**What/When**	**Effectiveness, Metrics, & Review**
Human Resources ("HR"); Inclusion, Diversity, Equity, and Accessibility ("IDEA") Advisory Committee; Classification and Compensation Steering Committee; Research, Planning and Institutional Effectiveness ("RPIE")	Revise Job Descriptions: ensure that the job descriptions from the 2026 classification & compensation study are inclusive and incorporate the following: ● Include a statement about MiraCosta's commitment to IDEA as the first essential function. ● Uses gender-neutral and bias-free language. ● Focuses on skills and competencies rather than rigid degree or experience requirements. ● Clearly distinguishes between required vs. preferred qualifications. Y1: Complete Request for Proposal process and select vendor. Conduct the classification & compensation study. Provide direction to selected vendor regarding the four required criteria outlined above to incorporate into employee job descriptions. Y2: Review for inclusiveness (e.g., pronoun-free, gender-neutral language, bias-free verbs and descriptors, elimination of subjective terms). Focus on outcomes and competencies. Y3: Implement Board-approved job classifications. Incorporate all revised job descriptions in future recruitment efforts. Collect initial feedback on their effectiveness and clarity for updates and refinement.	● Diversity of applicants and hiring outcomes by EEO categories (compared to 2026-2027 baseline) ● Assess correlation between revised job descriptions and diversity outcomes ● Internal mobility rates for underrepresented employee groups ● Collect and track data on the percentage of recruitments utilizing revised job descriptions and substantive revisions requested during recruitment process.

Interview Strategies & Training		
Who	**What/When**	**Effectiveness, Metrics, & Review**
HR; Equal Employment Opportunity Advisory Committee ("EEOAC"); IDEA; RPIE; representatives from faculty, classified, and administrators; hiring committee members	Develop Interview Strategies: ● Address the growing use of generative AI in application materials through structured, skill-based assessments. ● Develop high-quality interview questions, assessments, and presentation prompts to effectively evaluate candidate competencies. ● Ensure committees thread IDEA throughout interview materials (questions, assessments, etc.). ● Training on developing effective interview questions – including how to review language for bias, accessibility, and cultural responsiveness; how to frame and evaluate responses. Y1: Develop written standards and criteria for interview materials for hiring committees (reviewing language for bias, accessibility, and cultural responsiveness; how to frame and evaluate responses; ensure materials are gender-neutral and pronoun-free; etc.). Include standards for creation of structured, skill-based interview questions and assessments based on competencies outlined in the job description / announcement. Ensure standards include strategies to consistently thread IDEA throughout interview questions, assessments, and other materials. Y2: Develop a resource library that includes samples of structured, skill-based assessments and presentation prompts (e.g., a question bank that requires specific process details, decisions, and outcomes to evaluate candidate responses). Include a rubric to effectively evaluate candidate competencies based on the criteria in the job description / announcement. Pilot the use of materials with a minimum of three (3) hiring committees and obtain feedback on materials for further refinement. Y3: Implement mandatory training on developing effective interview questions and structured assessment usage. Include how to evaluate observable, job-related competencies and how to map behavioral and situational questions to competencies.	● Percentage of hiring committees using evidenced-based evaluations. ● Diversity of applicants and hiring outcomes by EEO categories (compared to 2026-2027 baseline) ● Correlation between implemented interview strategies and diversity outcomes ● Training records for each recruitment. Post-training survey results assessing the effectiveness of training in addressing EEO/IDEA goals. ● Using data from 2026-2027 as a baseline, assess percentage of employees successfully completing their probationary period

HIRING STRATEGIES

Student Participation in Hiring Process

Who	What/When	Effectiveness, Metrics, & Review
HR, EEOAC, Associated Student Government ("ASG"), RPIE	Establish Guidelines for Student Participation in Hiring Committees. ● Define roles and best practices for student workers serving on hiring committees in collaboration with EEOAC and HR. ● Identify appropriate recruitment types for student participation, accounting for their academic priorities and limited work hours. Y2: Draft guidelines for student participation in hiring committees, including clearly defined roles (e.g., student voice on candidate experience, diversity perspective), eligibility criteria (e.g., student workload, availability, confidentiality agreement), and best practices (e.g., time commitments, scheduling around academic calendar, structured interview questions). Identify recruitment types where student input adds value (e.g., faculty, student services, counseling roles). Create orientation and training materials for students. Y3: Implementation. Evaluate effectiveness and refine through continuous improvement.	● Percentage of hiring committees with student representation in targeted recruitment types ● Percentage of students completing training ● Student feedback on hiring committee experience, manageable workload, scheduling flexibility, and meaningful contribution ● Committee feedback on whether student participation improved inclusivity and diverse perspectives ● Diversity of applicants and hiring outcomes by EEO categories (compared to 2026-2027 baseline)

Diversity Supplemental Question & Rubric

Who	What/When	Effectiveness, Metrics, & Review
HR; EEOAC; IDEA; RPIE; representatives from faculty, classified, and administrators	Revise the Diversity Supplemental Question & Associated Rubric ● Review and revise supplemental questions across all recruitment types (faculty, staff, and administrators). ● Ensure consistent rubric to evaluate responses to supplemental question. Y1: Audit current diversity supplemental questions across all	● Documentation of the revised Diversity Supplemental Questions ● Candidate feedback on clarity and fairness ● Committee feedback on usability and effectiveness of rubric ● Diversity of applicants and hiring outcomes by EEO categories (compared to 2026-2027 baseline) ● Correlation between refined supplemental questions,

	recruitment types. Identify redundancies, unclear language, and lack of alignment with IDEA principles. Y2: Develop revised questions. Ensure questions assess cultural humility, equity-minded practices, and ability to serve diverse populations. Use plain, bias-free language. Develop 3-point behaviorally anchored rating scale ("BARS") aligned with IDEA principles. Define clear descriptors for each score level (e.g., minimal awareness to advanced application). Y3: Implementation of revised questions and rubric into applicant tracking system and recruitment workflows. Assess the clarity and effectiveness of the revised question and consistent rubric in evaluating candidate IDEA skillsets.	BARS rubric, and diversity outcomes ● Assessment of rubric consistency and documentation of improvements made
Associate Faculty to Full-time Faculty Pipeline		
Who	**What/When**	**Effectiveness, Metrics, & Review**
HR, EEOAC, Academic Senate, Faculty Assembly and Academic Associate Faculty; RPIE	Strengthen the Associate Faculty to Full-Time Faculty Pipeline ● Develop an annual information tool (video) or targeted hiring campaign for associate faculty outlining the hiring process for full-time faculty positions. Y2: Create written guide & Frequently Asked Question document that outlines the timelines, required documents, and assessment criteria for faculty positions. Create a short, accessible video explaining the full-time faculty hiring process, minimum qualifications, equivalency, and tips for success (preparing competitive application packets, navigating interviews). Link resources on MiraCosta's public website. Y3: Implementation. Conduct annual information session (co-hosted by Human Resources, associate faculty union representatives, and full-time faculty members) beginning in Fall 2028 and held every fall semester to promote full-time faculty openings to associate faculty.	● Attendance at annual information sessions ● Number of views on resource information page ● Number of associate faculty applying for full-time roles ● Percentage of full-time faculty hires who were previously associate faculty ● Diversity of applicants and hiring outcomes (compared to 2026-2027 baseline) ● Increased representation of underrepresented groups among full-time faculty hires who were previously associate faculty

POST-HIRING STRATEGIES		
Equity-Centered Performance Evaluation Practices		
Who	**What/When**	**Effectiveness, Metrics, & Review**
HR, EEOAC, representative employee groups, RPIE	Develop Equity-Centered Performance Evaluation Practices ● Incorporate IDEA-related competencies into classified professionals' performance evaluations and administrative goals, emphasizing contributions to student success, campus inclusion, and cultural responsiveness. Y1: Define IDEA competencies (e.g., equity-minded decision-making, inclusive collaboration) for inclusion into employee evaluations. Develop BARS rubric for IDEA competencies. Y2: Meet and confer with representative employee groups regarding proposed changes to employee evaluation criteria and administrative goals. Y3: Implementation. Configure performance templates in Workday to incorporate IDEA competencies. Include a section for employees to describe contributions to and/or professional development in IDEA. Train leaders on how to evaluate IDEA contributions fairly and consistently and set IDEA related goals. Require leaders to share evaluation criteria and rubrics before the review period (e.g., during staff meetings, one-on-one coaching sessions, or other regularly scheduled meetings).	● Documentation of IDEA-related performance evaluation criteria. ● Review of administrative goals incorporating IDEA competencies. ● Evaluator feedback on clarity and fairness ● Correlation between IDEA-focused evaluations and institutional goals (e.g., student success, campus inclusion, cultural responsiveness)

Employee Resource & Affinity Groups		
Who	**What/When**	**Effectiveness, Metrics, & Review**
HR, EEOAC, IDEA, RPIE, Employee Resource and Affinity Groups (“ERG”)	Employee Resource and Affinity Groups ● Collaborate with and provide funding support to newly established employee resource groups Y1: Collaborate with newly established employee resource groups. Conduct a needs assessment for resources and funding. Identify specific needs for each ERG. Y2: Establish operational microgrants for existing groups (e.g., $1,000–$3,000) to support resource requests. Define allowable use of funds (programming, speaker honoraria, accessibility services, ERG leader development, resource materials) and condition of funding (collect event feedback, track number of participants in activity). Determine criteria for funding renewals based on availability of funding. Y3: Partner with ERGs for diversity outreach and job candidate community-building.	● Documentation of collaboration efforts with newly established ERGs ● Record of funding provided to ERG’s. ● Assess funding utilization, reach, and impact on IDEA-related outcomes ● Collect event feedback (inclusivity, accessibility, relevance) ● Number of event attendees (disaggregated by ERG) ● Correlation between IDEA-focused activities and institutional goals (e.g., student success, campus inclusion, cultural responsiveness)

Recognize Employee Identities		
Who	**What/When**	**Effectiveness, Metrics, & Review**
HR, EEOAC, IDEA, RPIE, representatives from classified, faculty, and administrators; ASG	Recognize Employee Identities ● Create list of identities to add to name badge (e.g., cultural or heritage affiliation, languages spoken, tribal affiliation, military connection, first generation college, etc.). Participation would remain voluntary and designed to support belonging without requiring disclosure of personal identities. ● Bring attention and visibility to employees by providing lanyard and pins to decorate (e.g., pronouns, MiraCosta affiliated pins, etc.).	● Documentation of the list of recognized identities and the implementation plan. ● Participation rate (percentage of employees opting in) ● Inventory of recognition materials distributed. ● Assess impact on sense of belonging, visibility, and psychological safety

	Y1: Create a list of identities (e.g., cultural/heritage affiliation, languages spoken, tribal affiliation, military connection, first generation college) to potentially add to employee name badges. Develop a plan to provide lanyards and pins for decoration (e.g., pronouns, MiraCosta affiliated pins) to bring attention and visibility to employees. Engage ERGs and members of all employee groups to create identity options list (ensuring inclusive and non-stigmatizing language). Develop plan for implementation, including sourcing materials and how to request or obtain new name badge / lanyard / pins. Y2: Implement. Launch communications campaign (email, committee meetings) to introduce the initiative and clearly communicate that participation is optional. Determine date to launch the new pins (e.g., during an inclusion-focused event). Promote awareness by highlighting stories of employees. Y3: Evaluate effectiveness. Continuous improvement.	

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Applicant Analyses

Table 1: Overall Hiring Rate by Race/Ethnicity, Permanent Positions Only (2024-25)

Race/Ethnicity	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
American Indian/Alaska Native	17	0.4%	1	1.4%	5.9%	1.50	.133	.974	399.8%
Asian	524	11.0%	7	10.0%	1.3%	-0.27	.787	.488	56.0%
Black/African American	308	6.5%	1	1.4%	0.3%	-1.72	.086	.054	13.6%
Hispanic/Latino	1,762	37.0%	42	60.0%	2.4%	3.98	< .001	1.000	100.0%
Native Hawaiian/Pacific Islander	31	0.7%	2	2.9%	6.5%	2.29	.022	.989	270.7%
Two or More Races/Ethnicities	230	4.8%	2	2.9%	0.9%	-0.77	.441	.336	36.5%
White	1,519	31.9%	10	14.3%	0.7%	-3.17	.002	< .001	27.6%
Decline to State/Unknown	269	5.7%	4	5.7%	1.5%	0.02	.982	.637	62.4%
Total	**4,758**	**100.0%**	**70**	**100.0%**	**1.5%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 2: Met Minimum Qualifications (Phase 1) by Race/Ethnicity, Permanent Positions Only (2024-25)

Phase	Race/Ethnicity	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
1	American Indian/Alaska Native	17	0.4%	9	0.4%	52.9%	-0.03	.974	.575	97.0%
1	Asian	524	11.0%	249	9.8%	47.5%	-1.99	.047	.024	87.0%
1	Black/African American	308	6.5%	160	6.3%	51.9%	-0.39	.698	.368	95.1%
1	Hispanic/Latino	1,762	37.0%	962	37.8%	54.6%	0.79	.432	.790	100.0%
1	Native Hawaiian/Pacific Islander	31	0.7%	21	0.8%	67.7%	1.09	.277	.884	124.1%
1	Two or More Races/Ethnicities	230	4.8%	125	4.9%	54.3%	0.18	.859	.594	99.5%
1	White	1,617	34.0%	861	33.8%	53.2%	-0.18	.859	.438	97.5%
1	Decline to State/Unknown	269	5.7%	159	6.2%	59.1%	1.29	.196	.908	108.3%
1	**Total**	**4,758**	**100.0%**	**2,546**	**100.0%**	**53.5%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 3: Selected for 1st Interview (Phase 2) by Race/Ethnicity, Permanent Positions Only (2024-25)

Phase	Race/Ethnicity	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
2	American Indian/Alaska Native	9	0.4%	1	0.2%	11.1%	-0.49	.624	.517	49.7%
2	Asian	249	9.8%	53	11.5%	21.3%	1.27	.203	.909	95.2%
2	Black/African American	160	6.3%	19	4.1%	11.9%	-1.89	.058	.031	53.1%
2	Hispanic/Latino	962	37.8%	215	46.8%	22.3%	4.00	< .001	1.000	100.0%
2	Native Hawaiian/Pacific Islander	21	0.8%	7	1.5%	33.3%	1.66	.097	.961	149.1%
2	Two or More Races/Ethnicities	125	4.9%	18	3.9%	14.4%	-0.98	.327	.194	64.4%
2	White	861	33.8%	122	26.6%	14.2%	-3.28	.001	< .001	63.4%
2	Decline to State/Unknown	159	6.2%	24	5.2%	15.1%	-0.90	.368	.214	67.5%
2	**Total**	**2,546**	**100.0%**	**459**	**100.0%**	**18.0%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 4: Selected for 2nd Interview (Phase 3) by Race/Ethnicity, Permanent Positions Only (2024-25)

Phase	Race/Ethnicity	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
3	American Indian/Alaska Native	1	0.2%	1	0.6%	--	--	--	--	--
3	Asian	53	11.5%	19	11.5%	35.8%	-0.01	.990	.556	88.6%
3	Black/African American	19	4.1%	2	1.2%	10.5%	-1.89	.059	.031	26.0%
3	Hispanic/Latino	215	46.8%	87	52.7%	40.5%	1.52	.130	.944	100.0%
3	Native Hawaiian/Pacific Islander	7	1.5%	3	1.8%	42.9%	0.31	.759	.755	105.9%
3	Two or More Races/Ethnicities	18	3.9%	7	4.2%	38.9%	0.21	.832	.679	96.1%
3	White	122	26.6%	40	24.2%	32.8%	-0.68	.497	.280	81.0%
3	Decline to State/Unknown	24	5.2%	6	3.6%	25.0%	-0.92	.358	.236	61.8%
3	**Total**	**459**	**100.0%**	**165**	**100.0%**	**35.9%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 5: Selected for Hire (Phase 4) by Race/Ethnicity, Permanent Positions Only (2024-25)

Phase	Race/Ethnicity	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
4	American Indian/Alaska Native	1	0.6%	1	1.4%	--	--	--	--	--
4	Asian	19	11.5%	7	10.0%	36.8%	-0.40	.691	.435	76.3%
4	Black/African American	2	1.2%	1	1.4%	50.0%	0.17	.869	.792	103.6%
4	Hispanic/Latino	87	52.7%	42	60.0%	48.3%	1.22	.223	.910	100.0%
4	Native Hawaiian/Pacific Islander	3	1.8%	2	2.9%	66.7%	0.65	.515	.865	138.1%
4	Two or More Races/Ethnicities	7	4.2%	2	2.9%	28.6%	-0.58	.565	.425	59.2%
4	White	40	24.2%	11	15.7%	27.5%	-1.66	.096	.059	57.0%
4	Decline to State/Unknown	6	3.6%	4	5.7%	66.7%	0.93	.353	.889	138.1%
4	**Total**	**165**	**100.0%**	**70**	**100.0%**	**42.4%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 6: Overall Hiring Rate by Gender, Permanent Positions Only (2024-25)

Gender	Applicants	% of Applicants	Selected	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
Female	2,905	61.1%	49	70.0%	1.7%	1.53	.125	.953	100.0%
Male	1,699	35.7%	19	27.1%	1.1%	-1.50	.135	.083	66.3%
Nonbinary	56	1.2%	1	1.4%	1.8%	0.20	.845	.801	105.9%
Unknown/DTS	98	2.1%	1	1.4%	--	--	--	--	--
Total	**4,758**	**100.0%**	**70**	**100.0%**	**1.5%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Table 7: Met Minimum Qualifications (Phase 1) by Gender, Permanent Positions Only (2024-25)

Phase	Gender	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
1	Female	2,905	61.1%	1,564	61.4%	53.8%	0.39	.698	.658	100.0%
1	Male	1,699	35.7%	884	34.7%	52.0%	-1.04	.299	.154	96.6%
1	Nonbinary	56	1.2%	37	1.5%	66.1%	1.29	.196	.913	122.7%
1	Unknown/DTS	98	2.1%	61	2.4%	62.2%	1.19	.232	.895	115.6%
1	**Total**	**4,758**	**100.0%**	**2,546**	**100.0%**	**53.5%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 8: Selected for 1st Interview (Phase 2) by Gender, Permanent Positions Only (2024-25)

Phase	Gender	Applicants	% of Applicants	Selected	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
2	Female	1,564	61.4%	294	64.1%	18.8%	1.15	.248	.886	100.0%
2	Male	884	34.7%	147	32.0%	16.6%	-1.21	.225	.122	88.5%
2	Nonbinary	37	1.5%	7	1.5%	18.9%	0.13	.898	.648	100.6%
2	Unknown/DTS	61	2.4%	11	2.4%	18.0%	0.00	.999	.580	95.9%
2	**Total**	**2,546**	**100.0%**	**459**	**100.0%**	**18.0%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Table 9: Selected for 2nd Interview (Phase 3) by Gender, Permanent Positions Only (2024-25)

Phase	Gender	Applicants	% of Applicants	Selected	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
3	Female	294	64.1%	108	65.5%	36.7%	0.38	.707	.674	100.0%
3	Male	147	32.0%	53	32.1%	36.1%	0.03	.979	.548	98.1%
3	Nonbinary	7	1.5%	2	1.2%	28.6%	-0.33	.743	.539	77.8%
3	Unknown/DTS	11	2.4%	2	1.2%	18.2%	-0.99	.320	.241	49.5%
3	**Total**	**459**	**100.0%**	**165**	**100.0%**	**35.9%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 10: Selected for Hire (Phase 4) by Gender, Permanent Positions Only (2024-25)

Phase	Gender	Applicants	% of Applicants	Selected	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
4	Female	108	65.5%	49	70.0%	45.4%	0.80	.424	.822	100.0%
4	Male	53	32.1%	19	27.1%	35.8%	-0.89	.372	.224	79.0%
4	Nonbinary	2	1.2%	1	1.4%	50.0%	0.17	.869	.792	110.2%
4	Unknown/DTS	2	1.2%	1	1.4%	--	--	--	--	--
4	Total	165	100.0%	70	100.0%	42.4%				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 11: Overall Hiring Rate by Gender Identity, Permanent Positions Only (2024-25)

Gender Identity	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
Genderqueer/Nonconforming	14	0.3%	0	0.0%	0.0%	-0.45	.649	.814	0.0%
Man	1,544	32.5%	18	25.7%	1.2%	-1.20	.229	.140	65.7%
Multiple Gender Identities	43	0.9%	0	0.0%	0.0%	-0.80	.424	.530	0.0%
Nonbinary	32	0.7%	1	1.4%	3.1%	0.77	.439	.919	176.2%
Trans	6	0.1%	0	0.0%	0.0%	-0.30	.766	.915	0.0%
Woman	2,706	56.9%	48	68.6%	1.8%	1.98	.048	.983	100.0%
Another Identity	2	0.0%	0	0.0%	0.0%	-0.17	.864	.971	0.0%
Unknown/DTS	411	8.6%	3	4.3%	0.7%	-1.30	.195	.135	41.1%
Total	**4,758**	**100.0%**	**70**	**100.0%**	**1.5%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the highest selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 12: Met Minimum Qualifications (Phase 1) by Gender Identity, Permanent Positions Only (2024-25)

Phase	Gender Identity	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
1	Genderqueer/Nonconforming	14	0.3%	10	0.4%	71.4%	0.92	.359	.863	134.2%
1	Man	1,544	32.5%	811	31.9%	52.5%	-0.64	.520	.267	98.7%
1	Multiple Gender Identities	43	0.9%	32	1.3%	74.4%	1.88	.060	.972	139.8%
1	Nonbinary	32	0.7%	20	0.8%	62.5%	0.70	.485	.798	117.4%
1	Trans	6	0.1%	2	0.1%	33.3%	-0.68	.499	.378	62.6%
1	Woman	2,706	56.9%	1,440	56.6%	53.2%	-0.32	.750	.382	100.0%
1	Another Identity	2	0.0%	0	0.0%	0.0%	-1.03	.301	.343	0.0%
1	Unknown/DTS	411	8.6%	231	9.1%	56.2%	0.78	.435	.794	105.6%
1	**Total**	**4,758**	**100.0%**	**2,546**	**100.0%**	**53.5%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the highest selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 13: Selected for 1st Interview (Phase 2) by Gender Identity, Permanent Positions Only (2024-25)

Phase	Gender Identity	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
2	Genderqueer/Nonconforming	10	0.4%	3	0.7%	30.0%	0.89	.372	.891	153.7%
2	Man	811	31.9%	136	29.6%	16.8%	-1.02	.306	.165	85.9%
2	Multiple Gender Identities	32	1.3%	4	0.9%	12.5%	-0.74	.459	.316	64.1%
2	Nonbinary	20	0.8%	3	0.7%	15.0%	-0.32	.749	.514	76.9%
2	Trans	2	0.1%	1	0.2%	50.0%	1.07	.287	.949	256.2%
2	Woman	1,440	56.6%	281	61.2%	19.5%	2.01	.044	.981	100.0%
2	Another Identity	0	0.0%	0	0.0%	--	--	--	--	--
2	Unknown/DTS	231	9.1%	31	6.8%	13.4%	-1.73	.084	.045	68.8%
2	**Total**	**2,546**	**100.0%**	**459**	**100.0%**	**18.0%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the highest selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 14: Selected for 2nd Interview (Phase 3) by Gender Identity, Permanent Positions Only (2024-25)

Phase	Gender Identity	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
3	Genderqueer/Nonconforming	3	0.7%	2	1.2%	66.7%	0.89	.373	.905	183.7%
3	Man	136	29.6%	49	29.7%	36.0%	0.02	.985	.546	99.3%
3	Multiple Gender Identities	4	0.9%	1	0.6%	25.0%	-0.37	.714	.578	68.9%
3	Nonbinary	3	0.7%	1	0.6%	33.3%	-0.08	.940	.707	91.8%
3	Trans	1	0.2%	1	0.6%	100.0%	1.07	.285	.949	275.5%
3	Woman	281	61.2%	102	61.8%	36.3%	0.16	.875	.592	100.0%
3	Another Identity	0	0.0%	0	0.0%	--	--	--	--	--
3	Unknown/DTS	31	6.8%	9	5.5%	29.0%	-0.67	.506	.317	80.0%
3	**Total**	**459**	**100.0%**	**165**	**100.0%**	**35.9%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the highest selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 15: Selected for Hire (Phase 4) by Gender Identity, Permanent Positions Only (2024-25)

Phase	Gender Identity	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
4	Genderqueer/Nonconforming	2	1.2%	0	0.0%	0.0%	-0.93	.354	.426	0.0%
4	Man	49	29.7%	18	25.7%	36.7%	-0.73	.466	.279	78.1%
4	Multiple Gender Identities	1	0.6%	0	0.0%	0.0%	-0.65	.514	.653	0.0%
4	Nonbinary	1	0.6%	1	1.4%	100.0%	0.89	.375	.932	212.5%
4	Trans	1	0.6%	0	0.0%	0.0%	-0.65	.514	.653	0.0%
4	Woman	102	61.8%	48	68.6%	47.1%	1.16	.245	.902	100.0%
4	Another Identity	0	0.0%	0	0.0%	--	--	--	--	--
4	Unknown/DTS	9	5.5%	3	4.3%	33.3%	-0.43	.667	.465	70.8%
4	Total	165	100.0%	70	100.0%	42.4%				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the highest selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 16: Overall Hiring Rate by Sexual Orientation, Permanent Positions Only (2024-25)

Sexual Orientation	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
Another Sexual Orientation	3	0.1%	0	0.0%	0.0%	-0.21	.834	.957	0.0%
Asexual	34	0.7%	0	0.0%	0.0%	-0.71	.478	.605	0.0%
Bisexual	163	3.4%	4	5.7%	2.5%	1.05	.293	.908	100.0%
Gay	124	2.6%	1	1.4%	0.8%	-0.62	.536	.452	32.9%
Lesbian	48	1.0%	0	0.0%	0.0%	-0.84	.398	.492	0.0%
Pansexual	38	0.8%	2	2.9%	5.3%	1.93	.053	.981	214.5%
Queer	91	1.9%	3	4.3%	3.3%	1.45	.147	.955	134.3%
Questioning/Unsure	7	0.1%	0	0.0%	0.0%	-0.32	.748	.902	0.0%
Heterosexual	3,230	67.9%	46	65.7%	1.4%	-0.39	.697	.392	58.0%
Unknown/DTS	1,020	21.4%	14	20.0%	1.4%	-0.29	.769	.452	55.9%
Total	**4,758**	**100.0%**	**70**	**100.0%**	**1.5%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 17: Met Minimum Qualifications (Phase 1) by Sexual Orientation, Permanent Positions Only (2024-25)

Phase	Sexual Orientation	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
1	Another Sexual Orientation	3	0.1%	2	0.1%	66.7%	0.31	.755	.782	100.8%
1	Asexual	34	0.7%	18	0.7%	52.9%	-0.05	.964	.544	80.1%
1	Bisexual	163	3.4%	96	3.8%	58.9%	0.96	.339	.844	89.1%
1	Gay	124	2.6%	82	3.2%	66.1%	1.95	.052	.975	100.0%
1	Lesbian	48	1.0%	27	1.1%	56.3%	0.26	.794	.651	85.1%
1	Pansexual	38	0.8%	18	0.7%	47.4%	-0.52	.603	.353	71.6%
1	Queer	91	1.9%	61	2.4%	67.0%	1.78	.075	.964	101.4%
1	Questioning/Unsure	7	0.1%	3	0.1%	42.9%	-0.39	.700	.485	64.8%
1	Heterosexual	3,230	67.9%	1,686	66.2%	52.2%	-1.80	.072	.038	78.9%
1	Unknown/DTS	1,020	21.4%	553	21.7%	54.2%	0.35	.728	.646	82.0%
1	**Total**	**4,758**	**100.0%**	**2,546**	**100.0%**	**53.5%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 18: Selected for 1st Interview (Phase 2) by Sexual Orientation, Permanent Positions Only (2024-25)

Phase	Sexual Orientation	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
2	Another Sexual Orientation	2	0.1%	1	0.2%	50.0%	1.07	.287	.949	254.2%
2	Asexual	18	0.7%	2	0.4%	11.1%	-0.69	.488	.370	56.5%
2	Bisexual	96	3.8%	16	3.5%	16.7%	-0.32	.749	.436	84.7%
2	Gay	82	3.2%	13	2.8%	15.9%	-0.47	.637	.381	80.6%
2	Lesbian	27	1.1%	4	0.9%	14.8%	-0.40	.693	.463	75.3%
2	Pansexual	18	0.7%	4	0.9%	22.2%	0.42	.674	.773	113.0%
2	Queer	61	2.4%	12	2.6%	19.7%	0.31	.760	.690	100.0%
2	Questioning/Unsure	3	0.1%	0	0.0%	0.0%	-0.74	.462	.582	0.0%
2	Heterosexual	1,686	66.2%	304	66.2%	18.0%	0.00	.997	.519	91.7%
2	Unknown/DTS	553	21.7%	103	22.4%	18.6%	0.37	.708	.670	94.7%
2	Total	2,546	100.0%	459	100.0%	18.0%				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 19: Selected for 2nd Interview (Phase 3) by Sexual Orientation, Permanent Positions Only (2024-25)

Phase	Sexual Orientation	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
3	Another Sexual Orientation	1	0.2%	0	0.0%	0.0%	-0.60	.548	.698	0.0%
3	Asexual	2	0.4%	0	0.0%	--	--	--	--	--
3	Bisexual	16	3.5%	7	4.2%	43.8%	0.53	.596	.780	63.2%
3	Gay	13	2.8%	9	5.5%	69.2%	2.03	.042	.980	100.0%
3	Lesbian	4	0.9%	3	1.8%	75.0%	1.31	.191	.943	108.3%
3	Pansexual	4	0.9%	2	1.2%	50.0%	0.47	.638	.825	72.2%
3	Queer	12	2.6%	5	3.0%	41.7%	0.33	.738	.736	60.2%
3	Questioning/Unsure	0	0.0%	0	0.0%	--	--	--	--	--
3	Heterosexual	304	66.2%	104	63.0%	34.2%	-0.87	.385	.215	49.4%
3	Unknown/DTS	103	22.4%	35	21.2%	34.0%	-0.38	.705	.394	49.1%
3	**Total**	**459**	**100.0%**	**165**	**100.0%**	**35.9%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 20: Selected for Hire (Phase 4) by Sexual Orientation, Permanent Positions Only (2024-25)

Phase	Sexual Orientation	Applicant Number	% of Applicants	Selected Number	% of Selected	Selection Rate	Z-Statistic	p-value	Binomial Test	Impact Ratio
4	Another Sexual Orientation	0	0.0%	0	0.0%	--	--	--	--	--
4	Asexual	0	0.0%	0	0.0%	--	--	--	--	--
4	Bisexual	7	4.2%	4	5.7%	57.1%	0.61	.541	.824	129.2%
4	Gay	9	5.5%	1	1.4%	11.1%	-1.48	.138	.099	25.1%
4	Lesbian	3	1.8%	0	0.0%	0.0%	-1.14	.255	.277	0.0%
4	Pansexual	2	1.2%	2	2.9%	100.0%	1.26	.208	.946	226.1%
4	Queer	5	3.0%	3	4.3%	60.0%	0.61	.540	.837	135.7%
4	Questioning/Unsure	0	0.0%	0	0.0%	--	--	--	--	--
4	Heterosexual	104	63.0%	46	65.7%	44.2%	0.47	.642	.720	100.0%
4	Unknown/DTS	35	21.2%	14	20.0%	40.0%	-0.25	.804	.471	90.4%
4	**Total**	**165**	**100.0%**	**70**	**100.0%**	**42.4%**				

NOTE: Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.
Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation ($p < .05$). Values for the impact ratio are highlighted when less than 80% (reference group is the selection rate that comprises over 2% of the applicant number).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Workforce Analyses

Table 21: Workforce Analyses by Race/Ethnicity, All Job Classifications

All Job Classifications									
Race/Ethnicity	**Employee Count (2024-25)**	**Employee Count (3-Year Avg)**	**% of Total Employees (3-Year Avg)**	**Composite Workforce Availability**	**Expected Race/ Ethnicity (2024-25)**	**Shortfall (2024-25)**	***Z*-Statistic**	**Binomial Test**	**Impact Ratio (80% Index)**
American Indian/Alaska Native	6	6	0.5%	0.3%	4	2	0.97	.885	148.2%
Asian	101	94	7.2%	10.6%	145	-44	-3.99***	<.001	67.8%
Black/African American	64	58	4.5%	4.4%	60	4	0.18	.589	102.3%
Hispanic/Latino	329	293	22.5%	36.8%	505	-176	-10.76***	<.001	61.0%
Native Hawaiian/Pacific Islander	18	13	1.0%	0.5%	7	11	2.82**	.995	212.4%
Two or More Races/Ethnicities	66	60	4.6%	4.7%	64	2	-0.13	.467	98.4%
White	709	705	54.0%	41.7%	572	137	9.00***	1.000	129.4%
Decline to State/Unknown	77	75	5.7%						
Total	**1,370**	**1,305**	**100%**						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight) and census data for the local community (Carlsbad-San Diego MSA; 40% weight), the state of California (10% weight), and the United States (5% weight).

Census estimates for total workforce (all job classifications) were pulled from the EEO-ALL01R table of the American Community Survey (5-year; 2014-2018).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 22: Workforce Analyses by Race/Ethnicity, Executive/Administrative/Managerial

Executive/Administrative/Managerial									
Race/Ethnicity	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	Composite Workforce Availability	Expected Race/ Ethnicity (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
American Indian/Alaska Native	0	0	0.0%	0.2%	0	0	-0.32	.903	0.0%
Asian	5	3	7.9%	7.8%	4	1	0.02	.579	101.1%
Black/African American	7	6	15.1%	5.2%	2	5	2.87**	.994	288.5%
Hispanic/Latino	9	9	21.4%	30.8%	15	-6	-1.34	.118	69.1%
Native Hawaiian/Pacific Islander	2	1	1.6%	0.6%	0	2	0.87	.785	275.5%
Two or More Races/Ethnicities	0	0	0.0%	5.2%	2	-2	-1.52	.106	0.0%
White	24	23	54.0%	48.2%	23	1	0.66	.727	110.3%
Decline to State/Unknown	0	0	0.0%						
Total	47	42	100.0%						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight) and census data for the local community (Carlsbad-San Diego MSA; 40% weight), the state of California (10% weight), and the United States (5% weight).

Census estimates for the Executive/Administrative/Managerial job category were pulled from the EEO-ALL01R table of the American Community Survey (5-year; 2014-2018).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 23: Workforce Analyses by Race/Ethnicity, All Faculty

All Faculty									
Race/Ethnicity	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	Composite Workforce Availability	Expected Race/ Ethnicity (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
American Indian/Alaska Native	4	3	0.4%	0.3%	3	1	0.35	.701	120.7%
Asian	78	74	8.1%	12.6%	119	-41	-4.05***	<.001	64.5%
Black/African American	39	37	4.1%	3.7%	35	4	0.66	.778	111.2%
Hispanic/Latino	187	163	18.0%	28.1%	265	-78	-6.79***	<.001	63.9%
Native Hawaiian/Pacific Islander	11	9	1.0%	0.3%	3	8	3.94***	.999	336.0%
Two or More Races/Ethnicities	45	41	4.5%	5.0%	48	-3	-0.77	.218	88.9%
White	530	530	58.5%	47.9%	452	78	6.38***	1.000	122.1%
Decline to State/Unknown	50	50	5.5%						
Total	**944**	**906**	**100.0%**						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight), the local community (Carlsbad-San Diego MSA; 25% weight), IPEDS advanced degree graduate data for the state of California (15% weight), and IPEDS advanced degree graduate data for the United States (5% weight).

Census estimates for the Faculty workforce category were pulled from the EEO-ALL01R table of the American Community Survey (5-year; 2014-2018).

IPEDS data used in the composite workforce availability calculation represent a three-year average of students who graduated with advanced degrees between the years of 2020-2023.

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 24: Workforce Analyses by Race/Ethnicity, Professional (Non-Faculty)

Professional (Non-Faculty)									
Race/Ethnicity	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	Composite Workforce Availability	Expected Race/ Ethnicity (2024-25)	Shortfall (2024-25)	*Z*-Statistic	Binomial Test	Impact Ratio (80% Index)
American Indian/Alaska Native	0	0	0.3%	0.2%	0	0	0.14	.769	127.3%
Asian	10	8	7.9%	14.2%	17	-7	-1.86	.028	55.6%
Black/African American	3	3	2.8%	3.7%	4	-1	-0.46	.451	77.0%
Hispanic/Latino	38	31	29.6%	27.7%	32	6	0.43	.685	106.8%
Native Hawaiian/Pacific Islander	0	0	0.0%	0.4%	1	-1	-0.68	.632	0.0%
Two or More Races/Ethnicities	9	8	7.2%	4.9%	6	3	1.13	.855	148.6%
White	47	45	42.8%	48.0%	56	-9	-1.07	.149	89.1%
Decline to State/Unknown	10	10	9.4%						
Total	**117**	**106**	**100.0%**						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight) and census data for the local community (Carlsbad-San Diego MSA; 40% weight), the state of California (10% weight), and the United States (5% weight).

Census estimates for the Professional (Non-Faculty) workforce category were pulled from the EEO-ALL06R table of the American Community Survey (5-year; 2014-2018).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 25: Workforce Analyses by Race/Ethnicity, Clerical/Secretarial

Clerical/Secretarial									
Race/Ethnicity	**Employee Count (2024-25)**	**Employee Count (3-Year Avg)**	**% of Total Employees (3-Year Avg)**	**Composite Workforce Availability**	**Expected Race/ Ethnicity (2024-25)**	**Shortfall (2024-25)**	***Z*-Statistic**	**Binomial Test**	**Impact Ratio (80% Index)**
American Indian/Alaska Native	1	2	1.8%	0.3%	0	1	2.49*	.963	552.8%
Asian	0	0	0.4%	9.5%	9	-9	-3.00**	<.001	3.8%
Black/African American	3	3	3.2%	4.7%	4	-1	-0.66	.362	68.9%
Hispanic/Latino	40	41	44.4%	36.9%	34	6	1.51	.937	120.4%
Native Hawaiian/Pacific Islander	4	3	3.2%	0.5%	1	3	3.50***	.998	589.3%
Two or More Races/Ethnicities	4	3	3.6%	4.8%	4	0	-0.54	.345	74.9%
White	36	36	38.4%	42.3%	39	-3	-0.77	.211	90.7%
Decline to State/Unknown	5	5	5.0%						
Total	**93**	**93**	**100.0%**						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight) and census data for the local community (Carlsbad-San Diego MSA; 40% weight), the state of California (10% weight), and the United States (5% weight).

Census estimates for the Clerical/Secretarial workforce category were pulled from the EEO-ALL06R table of the American Community Survey (5-year; 2014-2018).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 26: Workforce Analyses by Race/Ethnicity, Technical/Paraprofessional

Technical/Paraprofessional									
Race/Ethnicity	**Employee Count (2024-25)**	**Employee Count (3-Year Avg)**	**% of Total Employees (3-Year Avg)**	**Composite Workforce Availability**	**Expected Race/ Ethnicity (2024-25)**	**Shortfall (2024-25)**	***Z*-Statistic**	**Binomial Test**	**Impact Ratio (80% Index)**
American Indian/Alaska Native	1	1	0.6%	0.3%	0	1	0.54	.705	190.7%
Asian	6	6	5.2%	13.2%	16	-10	-2.51*	.005	39.8%
Black/African American	5	4	3.2%	4.4%	5	0	-0.61	.261	73.3%
Hispanic/Latino	39	35	30.9%	38.9%	47	-8	-1.75	.044	79.5%
Native Hawaiian/Pacific Islander	1	0	0.3%	0.6%	1	0	-0.38	.529	52.4%
Two or More Races/Ethnicities	6	7	5.8%	4.7%	6	0	0.55	.703	123.0%
White	54	53	46.6%	37.0%	45	9	2.15*	.985	126.2%
Decline to State/Unknown	9	8	7.3%						
Total	**121**	**114**	**100.0%**						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight) and census data for the local community (Carlsbad-San Diego MSA; 40% weight), the state of California (10% weight), and the United States (5% weight).

Census estimates for the Technical/Paraprofessional job category were pulled from the EEO-ALL06R table of the American Community Survey (5-year; 2014-2018).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 27: Workforce Analyses by Race/Ethnicity, Service/Maintenance

Service/Maintenance									
Race/Ethnicity	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	Composite Workforce Availability	Expected Race/ Ethnicity (2024-25)	Shortfall (2024-25)	*Z*-Statistic	Binomial Test	Impact Ratio (80% Index)
American Indian/Alaska Native	0	0	0.0%	0.3%	0	0	-0.37	.874	0.0%
Asian	2	2	4.8%	9.0%	4	-2	-0.94	.271	53.5%
Black/African American	6	5	11.3%	4.7%	2	4	2.00*	.958	240.2%
Hispanic/Latino	15	13	32.3%	46.1%	21	-6	-1.79	.044	69.9%
Native Hawaiian/Pacific Islander	0	0	0.0%	0.5%	0	0	-0.46	.813	0.0%
Two or More Races/Ethnicities	2	2	4.8%	4.6%	2	0	0.08	.711	105.7%
White	17	17	41.1%	33.7%	15	2	1.00	.886	121.9%
Decline to State/Unknown	3	2	5.6%						
Total	**45**	**41**	**100.0%**						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight) and census data for the local community (Carlsbad-San Diego MSA; 40% weight), the state of California (10% weight), and the United States (5% weight).

Census estimates for the Service/Maintenance job category were pulled from the EEO-ALL06R table of the American Community Survey (5-year; 2014-2018).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 28: Workforce Analyses by Gender, All Job Classifications

All Job Classifications									
Gender	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	Composite Workforce Availability	Expected Gender (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
Female	818	780	59.8%	51.7%	709	109	5.83***	1.000	115.6%
Male	531	508	38.9%	46.8%	641	-110	-5.70***	<.001	83.2%
Nonbinary	6	4	0.3%	0.2%	3	3	0.84	.831	149.1%
Unknown	15	12	0.9%	1.2%					
Total	1,370	1,305	100.0%						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential over representation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight) and census data for the local community (Carlsbad-San Diego MSA; 40% weight), the state of California (10% weight), and the United States (5% weight).

Census estimates for total workforce (all job classifications) were pulled from the EEO-ALL01R table of the American Community Survey (5-year; 2014-2018).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 29: Workforce Analyses by Gender, Executive/Administrative/Managerial

Executive/Administrative/Managerial									
Gender	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	Composite Workforce Availability	Expected Gender (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
Female	26	21	50.8%	62.3%	29	-3	-1.54	.070	81.5%
Male	21	21	49.2%	36.2%	17	4	1.75	.953	135.8%
Nonbinary	0	0	0.0%	0.2%	0	0	-0.31	.911	0.0%
Unknown	0	0	0.0%	1.2%					
Total	47	42	100.0%						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight) and census data for the local community (Carlsbad-San Diego MSA; 40% weight), the state of California (10% weight), and the United States (5% weight).

Census estimates for the Executive/Administrative/Managerial job category were pulled from the EEO-ALL01R table of the American Community Survey (5-year; 2014-2018).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 30: Workforce Analyses by Gender, All Faculty

All Faculty									
Gender	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	Composite Workforce Availability	Expected Gender (2024-25)	Shortfall (2024-25)	*Z*-Statistic	Binomial Test	Impact Ratio (80% Index)
Female	569	546	60.3%	56.1%	530	39	2.55*	.995	107.5%
Male	360	348	38.4%	42.4%	401	-41	-2.43*	.008	90.6%
Nonbinary	4	3	0.3%	0.2%	2	2	0.69	.854	148.6%
Unknown	11	8	0.9%	1.2%					
Total	944	906	100.0%						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight), the local community (Carlsbad-San Diego MSA; 25% weight), IPEDS advanced degree graduate data for the state of California (15% weight), and IPEDS advanced degree graduate data for the United States (5% weight).

Census estimates for the Faculty workforce category were pulled from the EEO-ALL01R table of the American Community Survey (5-year; 2014-2018).

IPEDS data used in the composite workforce availability calculation represent a three-year average of students who graduated with advanced degrees between the years of 2020-2023.

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 31: Workforce Analyses by Gender, Professional (Non-Faculty)

Professional (Non-Faculty)									
Gender	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	Composite Workforce Availability	Expected Gender (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
Female	73	66	61.9%	54.4%	64	9	1.56	.937	113.8%
Male	41	38	35.5%	44.1%	52	-11	-1.78	.034	80.5%
Nonbinary	0	0	0.0%	0.2%	0	0	-0.49	.789	0.0%
Unknown	3	3	2.5%	1.2%					
Total	117	106	100.0%						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight) and census data for the local community (Carlsbad-San Diego MSA; 40% weight), the state of California (10% weight), and the United States (5% weight).

Census estimates for the Professional (Non-Faculty) workforce category were pulled from the EEO-ALL06R table of the American Community Survey (5-year; 2014-2018).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 32: Workforce Analyses by Gender, Clerical/Secretarial

Clerical/Secretarial									
Gender	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	Composite Workforce Availability	Expected Gender (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
Female	78	79	84.6%	60.3%	56	22	4.79***	1.000	140.4%
Male	15	14	15.4%	38.3%	36	-21	-4.54***	<.001	40.2%
Nonbinary	0	0	0.0%	0.2%	0	0	-0.46	.813	0.0%
Unknown	0	0	0.0%	1.2%					
Total	93	93	100.0%						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight) and census data for the local community (Carlsbad-San Diego MSA; 40% weight), the state of California (10% weight), and the United States (5% weight).

Census estimates for the Clerical/Secretarial workforce category were pulled from the EEO-ALL06R table of the American Community Survey (5-year; 2014-2018).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 33: Workforce Analyses by Gender, Technical/Paraprofessional

Technical/Paraprofessional									
Gender	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	Composite Workforce Availability	Expected Gender (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
Female	67	64	56.3%	50.6%	61	6	1.20	.898	111.1%
Male	51	48	41.7%	47.9%	58	-7	-1.33	.091	87.0%
Nonbinary	2	1	1.2%	0.2%	0	2	2.14*	.973	523.4%
Unknown	1	1	0.9%	1.2%					
Total	121	114	100.0%						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight) and census data for the local community (Carlsbad-San Diego MSA; 40% weight), the state of California (10% weight), and the United States (5% weight).

Census estimates for the Technical/Paraprofessional job category were pulled from the EEO-ALL01R table of the American Community Survey (5-year; 2014-2018).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 34: Workforce Analyses by Gender, Service/Maintenance

Service/Maintenance									
Gender	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	Composite Workforce Availability	Expected Gender (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
Female	4	3	8.1%	50.1%	23	-19	-5.40***	<.001	16.1%
Male	41	38	91.9%	48.5%	22	19	5.59***	1.000	189.6%
Nonbinary	0	0	0.0%	0.2%	0	0	-0.30	.913	0.0%
Unknown	0	0	0.0%	1.2%					
Total	45	41	100.0%						

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Race/ethnicity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The impact ratio (80% index) was calculated as: Composite Workforce Availability / % of Total Employees (3-Year Avg).

Composite workforce availability represents a weighted average of the student population (45% weight) and census data for the local community (Carlsbad-San Diego MSA; 40% weight), the state of California (10% weight), and the United States (5% weight).

Census estimates for the Service/Maintenance job category were pulled from the EEO-ALL01R table of the American Community Survey (5-year; 2014-2018).

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 35: Workforce Analyses by Gender Identity, All Job Classifications

All Job Classifications											
Gender Identity	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	% of Total Students (3-Year Avg)	Valid % of Total Employees (3-Year Avg)	Valid % of Total Students (3-Year Avg)	Expected Gender Identity (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
Genderqueer/Nonconforming	1	1	0.1%	0.2%	0.1%	0.2%	2	-1	-0.57	.475	56.9%
Man	291	264	20.2%	37.5%	36.0%	40.4%	324	-33	-2.42*	.009	89.2%
Multiple Gender Identities	2	2	0.2%	2.4%	0.3%	2.6%	21	-19	-3.95***	<.001	10.5%
Nonbinary	5	3	0.3%	0.6%	0.5%	0.6%	5	0	-0.59	.324	72.4%
Trans	0	0	0.0%	0.0%	0.0%	0.0%	0	0	-0.52	.766	0.0%
Woman	503	463	35.5%	52.0%	63.1%	56.0%	449	54	3.87***	1.000	112.7%
Other Identity	0	0	0.0%	0.1%	0.0%	0.1%	1	-1	-0.79	.536	0.0%
Unknown	568	571	43.8%	7.2%							
Total	1,370	1,305	100.0%	100.0%							

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Gender Identity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The Unknown gender identity category was excluded from calculations of the z-test, binomial test, and impact ratio in order to equalize percentages and reduce bias. Calculations are based on the Valid % of Total.

The impact ratio (80% index) was calculated as: % of Total Students (3-Yr Avg) / % of Total Employees (3-Year Avg).

Statistics for the 'Other Identity' are excluded from the analyses because this category was not asked of employees during the time period under investigation.

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 36: Workforce Analyses by Gender Identity, Executive/Administrative/Managerial

Executive/Administrative/Managerial											
Gender Identity	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	% of Total Students (3-Year Avg)	Valid % of Total Employees (3-Year Avg)	Valid % of Total Students (3-Year Avg)	Expected Gender Identity (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
Genderqueer/Nonconforming	0	0	0.0%	0.2%	0.0%	0.2%	0	0	-0.29	.922	0.0%
Man	17	17	41.3%	37.5%	50.0%	40.4%	15	2	1.15	.905	123.8%
Multiple Gender Identities	0	0	0.0%	2.4%	0.0%	2.6%	1	-1	-0.96	.409	0.0%
Nonbinary	0	0	0.0%	0.6%	0.0%	0.6%	0	0	-0.46	.807	0.0%
Trans	0	0	0.0%	0.0%	0.0%	0.0%	0	0	-0.11	.988	0.0%
Woman	21	17	41.3%	52.0%	50.0%	56.0%	21	0	-0.72	.294	89.2%
Other Identity	0	0	0.0%	0.1%	0.0%	0.1%	0	0	-0.17	.972	0.0%
Unknown	9	7	17.5%	7.2%							
Total	47	42	100.0%	100.0%							

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Gender Identity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The Unknown gender identity category was excluded from calculations of the z-test, binomial test, and impact ratio in order to equalize percentages and reduce bias. Calculations are based on the Valid % of Total.

The impact ratio (80% index) was calculated as: % of Total Students (3-Yr Avg) / % of Total Employees (3-Year Avg).

Statistics for the 'Other Identity' are excluded from the analyses because this category was not asked of employees during the time period under investigation.

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 37: Workforce Analyses by Gender Identity, All Faculty

All Faculty											
Gender Identity	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	% of Total Students (3-Year Avg)	Valid % of Total Employees (3-Year Avg)	Valid % of Total Students (3-Year Avg)	Expected Gender Identity (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
Genderqueer/Nonconforming	0	0	0.0%	0.2%	0.0%	0.2%	1	-1	-1.08	.314	0.0%
Man	195	176	19.5%	37.5%	36.5%	40.4%	212	-17	-1.76	.042	90.3%
Multiple Gender Identities	2	2	0.2%	2.4%	0.4%	2.6%	14	-12	-3.02**	<.001	15.9%
Nonbinary	3	2	0.2%	0.6%	0.4%	0.6%	3	0	-0.60	.415	65.8%
Trans	0	0	0.0%	0.0%	0.0%	0.0%	0	0	-0.42	.839	0.0%
Woman	326	303	33.5%	52.0%	62.7%	56.0%	295	31	2.96**	.999	111.9%
Other Identity	0	0	0.0%	0.1%	0.0%	0.1%	0	0	-0.64	.663	0.0%
Unknown	418	422	46.6%	7.2%							
Total	944	906	100.0%	100.0%							

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Gender Identity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The Unknown gender identity category was excluded from calculations of the z-test, binomial test, and impact ratio in order to equalize percentages and reduce bias. Calculations are based on the Valid % of Total.

The impact ratio (80% index) was calculated as: % of Total Students (3-Yr Avg) / % of Total Employees (3-Year Avg).

Statistics for the 'Other Identity' are excluded from the analyses because this category was not asked of employees during the time period under investigation.

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 38: Workforce Analyses by Gender Identity, Professional (Non-Faculty)

Professional (Non-Faculty)											
Gender Identity	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	% of Total Students (3-Year Avg)	Valid % of Total Employees (3-Year Avg)	Valid % of Total Students (3-Year Avg)	Expected Gender Identity (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
Genderqueer/Nonconforming	0	0	0.0%	0.2%	0.0%	0.2%	0	0	-0.40	.856	0.0%
Man	27	22	20.8%	37.5%	33.8%	40.4%	31	-4	-0.64	.172	83.8%
Multiple Gender Identities	0	0	0.0%	2.4%	0.0%	2.6%	2	-2	-1.11	.181	0.0%
Nonbinary	0	0	0.0%	0.6%	0.0%	0.6%	0	0	-0.22	.664	0.0%
Trans	0	0	0.0%	0.0%	0.0%	0.0%	0	0	-0.15	.977	0.0%
Woman	50	43	40.6%	52.0%	66.2%	56.0%	43	7	1.08	.963	118.0%
Other Identity	0	0	0.0%	0.1%	0.0%	0.1%	0	0	-0.24	.946	0.0%
Unknown	40	41	38.7%	7.2%							
Total	117	106	100.0%	100.0%							

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Gender Identity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The Unknown gender identity category was excluded from calculations of the z-test, binomial test, and impact ratio in order to equalize percentages and reduce bias. Calculations are based on the Valid % of Total.

The impact ratio (80% index) was calculated as: % of Total Students (3-Yr Avg) / % of Total Employees (3-Year Avg).

Statistics for the 'Other Identity' are excluded from the analyses because this category was not asked of employees during the time period under investigation.

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 39: Workforce Analyses by Gender Identity, Clerical/Secretarial

Clerical/Secretarial											
Gender Identity	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	% of Total Students (3-Year Avg)	Valid % of Total Employees (3-Year Avg)	Valid % of Total Students (3-Year Avg)	Expected Gender Identity (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
Genderqueer/Nonconforming	1	1	1.1%	0.2%	1.8%	0.2%	0	1	2.34*	.992	731.8%
Man	7	6	6.8%	37.5%	11.1%	40.4%	24	-17	-4.50***	<.001	27.5%
Multiple Gender Identities	0	0	0.0%	2.4%	0.0%	2.6%	2	-2	-1.23	.223	0.0%
Nonbinary	0	0	0.0%	0.6%	0.0%	0.6%	0	0	-0.60	.698	0.0%
Trans	0	0	0.0%	0.0%	0.0%	0.0%	0	0	-0.14	.979	0.0%
Woman	52	50	53.4%	52.0%	87.1%	56.0%	34	18	4.73***	1.000	155.5%
Other Identity	0	0	0.0%	0.1%	0.0%	0.1%	0	0	-0.22	.953	0.0%
Unknown	33	36	38.7%	7.2%							
Total	93	93	100.0%	100.0%							

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Gender Identity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The Unknown gender identity category was excluded from calculations of the z-test, binomial test, and impact ratio in order to equalize percentages and reduce bias. Calculations are based on the Valid % of Total.

The impact ratio (80% index) was calculated as: % of Total Students (3-Yr Avg) / % of Total Employees (3-Year Avg).

Statistics for the 'Other Identity' are excluded from the analyses because this category was not asked of employees during the time period under investigation.

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 40: Workforce Analyses by Gender Identity, Technical/Paraprofessional

Technical/Paraprofessional											
Gender Identity	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	% of Total Students (3-Year Avg)	Valid % of Total Employees (3-Year Avg)	Valid % of Total Students (3-Year Avg)	Expected Gender Identity (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
Genderqueer/Nonconforming	0	0	0.0%	0.2%	0.0%	0.2%	0	0	-0.41	.843	0.0%
Man	26	25	21.6%	37.5%	34.4%	40.4%	31	-5	-1.03	.157	85.2%
Multiple Gender Identities	0	0	0.0%	2.4%	0.0%	2.6%	2	-2	-1.38	.155	0.0%
Nonbinary	2	1	1.2%	0.6%	1.9%	0.6%	0	2	1.32	.926	296.2%
Trans	0	0	0.0%	0.0%	0.0%	0.0%	0	0	-0.16	.974	0.0%
Woman	49	46	39.9%	52.0%	63.7%	56.0%	43	6	1.31	.915	113.7%
Other Identity	0	0	0.0%	0.1%	0.0%	0.1%	0	0	-0.25	.941	0.0%
Unknown	44	43	37.3%	7.2%							
Total	121	114	100.0%	100.0%							

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Gender Identity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The Unknown gender identity category was excluded from calculations of the z-test, binomial test, and impact ratio in order to equalize percentages and reduce bias. Calculations are based on the Valid % of Total.

The impact ratio (80% index) was calculated as: % of Total Students (3-Yr Avg) / % of Total Employees (3-Year Avg).

Statistics for the 'Other Identity' are excluded from the analyses because this category was not asked of employees during the time period under investigation.

Appendix B: Workforce and Applicant Analyses of Adverse Impact and Underrepresentation

Table 41: Workforce Analyses by Gender Identity, Service/Maintenance

Service/Maintenance											
Gender Identity	Employee Count (2024-25)	Employee Count (3-Year Avg)	% of Total Employees (3-Year Avg)	% of Total Students (3-Year Avg)	Valid % of Total Employees (3-Year Avg)	Valid % of Total Students (3-Year Avg)	Expected Gender Identity (2024-25)	Shortfall (2024-25)	Z-Statistic	Binomial Test	Impact Ratio (80% Index)
Genderqueer/Nonconforming	0	0	0.0%	0.2%	0.0%	0.2%	0	0	-0.22	.955	0.0%
Man	17	16	38.7%	37.5%	82.8%	40.4%	8	9	3.80***	1.000	205.0%
Multiple Gender Identities	0	0	0.0%	2.4%	0.0%	2.6%	1	-1	-0.72	.607	0.0%
Nonbinary	0	0	0.0%	0.6%	0.0%	0.6%	0	0	-0.35	.887	0.0%
Trans	0	0	0.0%	0.0%	0.0%	0.0%	0	0	-0.08	.993	0.0%
Woman	4	3	8.1%	52.0%	17.2%	56.0%	12	-8	-3.44***	<.001	30.8%
Other Identity	0	0	0.0%	0.1%	0.0%	0.1%	0	0	-0.13	.984	0.0%
Unknown	24	22	53.2%	7.2%							
Total	45	41	100.0%	100.0%							

*Note. *p < .05; **p < .01; ***p < .001.*

Significant, positive z-statistics indicate potential overrepresentation; negative values indicate potential underrepresentation.

Values highlighted in red for the one proportion z-test and the binomial test indicate significant underrepresentation (p < .05). Values for the impact ratio are highlighted when less than 80%.

The z-test, binomial test, and impact ratio were calculated using a three-year average to smooth out fluctuations in the data. Gender Identity expected and shortfall were calculated using the employee counts from the most recent academic year only (2024-25).

The Unknown gender identity category was excluded from calculations of the z-test, binomial test, and impact ratio in order to equalize percentages and reduce bias. Calculations are based on the Valid % of Total.

The impact ratio (80% index) was calculated as: % of Total Students (3-Yr Avg) / % of Total Employees (3-Year Avg).

Statistics for the 'Other Identity' are excluded from the analyses because this category was not asked of employees during the time period under investigation.

Due to the small valid sample size (n = 16 faculty), the z-test and binomial test should be interpreted with caution. A sample size of 30 or more is required to make valid inferences for these statistics. Therefore, the z-statistic and binomial test columns are greyed out.

Appendix C: Workforce by Race/Ethnicity

MiraCosta College Ethnicity Comparison All Job Classifications								
Race/Ethnicity	**2022-23**	**2023-24**	**2024-25**	**3-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
American Indian/Alaska Native	0.5%	0.5%	0.4%	0.5%	0.3%	0.3%	0.3%	0.6%
Asian	6.8%	7.3%	7.4%	7.2%	8.8%	12.1%	14.9%	5.7%
Black/African American	4.3%	4.4%	4.7%	4.5%	3.2%	4.5%	5.3%	11.8%
Hispanic/Latino	20.9%	22.4%	24.0%	22.5%	42.9%	32.5%	37.3%	17.0%
Native Hawaiian/Pacific Islander	0.8%	0.9%	1.3%	1.0%	0.6%	0.5%	0.4%	0.2%
Two or More Races/Ethnicities	4.6%	4.5%	4.8%	4.6%	7.0%	2.9%	2.7%	2.0%
White	56.3%	54.2%	51.8%	54.0%	35.2%	47.2%	39.0%	62.7%
White, Not Middle Eastern	55.2%	53.0%	50.3%	52.8%	33.8%	--	--	--
Middle Eastern or North African	1.1%	1.2%	1.5%	1.3%	1.3%	--	--	--
Decline to State/Unknown	5.8%	5.9%	5.6%	5.7%	2.2%	--	--	--
Total Number	**1,247**	**1,297**	**1,370**	**1,305**	**22,147**	**1,671,890**	**19,630,515**	**162,248,195**

Appendix C: Workforce by Race/Ethnicity

MiraCosta College Ethnicity Comparison Executive/Administrative/Managerial								
Race/Ethnicity	**2022-23**	**2023-24**	**2024-25**	**Three-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
American Indian/Alaska Native	0.0%	0.0%	0.0%	0.0%	0.3%	0.2%	0.3%	0.5%
Asian	5.3%	7.3%	10.6%	7.9%	8.8%	6.9%	9.6%	3.4%
Black/African American	13.2%	17.1%	14.9%	15.1%	3.2%	6.0%	7.7%	12.9%
Hispanic/Latino	23.7%	22.0%	19.1%	21.4%	42.9%	22.1%	24.0%	10.0%
Native Hawaiian/Pacific Islander	0.0%	0.0%	4.3%	1.6%	0.6%	0.7%	0.3%	0.1%
Two or More Races/Ethnicities	0.0%	0.0%	0.0%	0.0%	7.0%	4.1%	3.4%	2.0%
White	57.9%	53.7%	51.1%	54.0%	35.2%	60.1%	54.8%	71.2%
White, Not Middle Eastern	55.3%	51.2%	48.9%	51.6%	33.8%	--	--	--
Middle Eastern or North African	2.6%	2.4%	2.1%	2.4%	1.3%	--	--	--
Decline to State/Unknown	0.0%	0.0%	0.0%	0.0%	2.2%	--	--	--
Total Number	**38**	**41**	**47**	**42**	**22,147**	**9,815**	**107,075**	**947,345**

Appendix C: Workforce by Race/Ethnicity

MiraCosta College Ethnicity Comparison All Faculty								
Race/Ethnicity	**2022-23**	**2023-24**	**2024-25**	**Three-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
American Indian/Alaska Native	0.3%	0.3%	0.4%	0.4%	0.3%	0.3%	0.3%	0.4%
Asian	7.8%	8.4%	8.3%	8.1%	8.8%	16.2%	17.5%	8.4%
Black/African American	4.1%	4.1%	4.1%	4.1%	3.2%	2.2%	7.7%	11.5%
Hispanic/Latino	16.0%	17.9%	19.8%	18.0%	42.9%	14.6%	23.3%	12.4%
Native Hawaiian/Pacific Islander	0.9%	1.0%	1.2%	1.0%	0.6%	0.0%	0.4%	0.2%
Two or More Races/Ethnicities	4.4%	4.3%	4.8%	4.5%	7.0%	3.2%	4.5%	3.1%
White	61.0%	58.5%	56.1%	58.5%	35.2%	63.4%	38.1%	57.6%
White, Not Middle Eastern	59.7%	57.1%	54.4%	57.0%	33.8%	--	--	--
Middle Eastern or North African	1.3%	1.3%	1.7%	1.4%	1.3%	--	--	--
Decline to State/Unknown	5.6%	5.6%	5.3%	5.5%	2.2%	--	8.1%	6.3%
Total Number	**864**	**910**	**944**	**906**	**22,147**	**15,270**	**273,011**	**2,837,147**

Appendix C: Workforce by Race/Ethnicity

MiraCosta College Ethnicity Comparison Professional (Non-Faculty)								
Race/Ethnicity	**2022-23**	**2023-24**	**2024-25**	**Three-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
American Indian/Alaska Native	0.0%	1.0%	0.0%	0.3%	0.3%	0.2%	0.2%	0.4%
Asian	8.1%	6.9%	8.5%	7.9%	8.8%	18.5%	23.3%	9.5%
Black/African American	3.0%	2.9%	2.6%	2.8%	3.2%	3.3%	4.7%	8.8%
Hispanic/Latino	27.3%	28.4%	32.5%	29.6%	42.9%	15.7%	16.8%	8.7%
Native Hawaiian/Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.6%	0.4%	0.2%	0.1%
Two or More Races/Ethnicities	7.1%	6.9%	7.7%	7.2%	7.0%	3.2%	3.2%	2.1%
White	45.5%	43.1%	40.2%	42.8%	35.2%	58.7%	51.4%	70.5%
White, Not Middle Eastern	45.5%	43.1%	39.3%	42.5%	33.8%	--	--	--
Middle Eastern or North African	0.0%	0.0%	0.9%	0.3%	1.3%	--	--	--
Decline to State/Unknown	9.1%	10.8%	8.5%	9.4%	2.2%	--	--	--
Total Number	**99**	**102**	**117**	**106**	**22,147**	**373,765**	**4,067,590**	**32,443,150**

Appendix C: Workforce by Race/Ethnicity

MiraCosta College Ethnicity Comparison Clerical/Secretarial								
Race/Ethnicity	**2022-23**	**2023-24**	**2024-25**	**Three-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
American Indian/Alaska Native	2.1%	2.2%	1.1%	1.8%	0.3%	0.3%	0.3%	0.5%
Asian	0.0%	1.1%	0.0%	0.4%	8.8%	9.8%	13.6%	4.8%
Black/African American	3.2%	3.3%	3.2%	3.2%	3.2%	5.1%	6.0%	12.2%
Hispanic/Latino	45.7%	44.6%	43.0%	44.4%	42.9%	32.9%	36.6%	15.7%
Native Hawaiian/Pacific Islander	2.1%	3.3%	4.3%	3.2%	0.6%	0.6%	0.5%	0.2%
Two or More Races/Ethnicities	3.2%	3.3%	4.3%	3.6%	7.0%	3.1%	2.9%	2.2%
White	38.3%	38.0%	38.7%	38.4%	35.2%	48.1%	40.2%	64.4%
White, Not Middle Eastern	38.3%	38.0%	38.7%	38.4%	33.8%	--	--	--
Middle Eastern or North African	0.0%	0.0%	0.0%	0.0%	1.3%	--	--	--
Decline to State/Unknown	5.3%	4.3%	5.4%	5.0%	2.2%	--	--	--
Total Number	**94**	**92**	**93**	**93**	**22,147**	**369,300**	**4,346,585**	**36,666,390**

Appendix C: Workforce by Race/Ethnicity

MiraCosta College Ethnicity Comparison Technical/Paraprofessional								
Race/Ethnicity	**2022-23**	**2023-24**	**2024-25**	**Three-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
American Indian/Alaska Native	0.9%	0.0%	0.8%	0.6%	0.3%	0.3%	0.3%	0.6%
Asian	5.4%	5.5%	5.0%	5.2%	8.8%	18.1%	17.4%	5.6%
Black/African American	3.6%	1.8%	4.1%	3.2%	3.2%	4.5%	4.9%	13.4%
Hispanic/Latino	28.6%	31.8%	32.2%	30.9%	42.9%	35.6%	44.7%	17.6%
Native Hawaiian/Pacific Islander	0.0%	0.0%	0.8%	0.3%	0.6%	0.6%	0.4%	0.2%
Two or More Races/Ethnicities	6.3%	6.4%	5.0%	5.8%	7.0%	3.2%	2.3%	1.8%
White	48.2%	47.3%	44.6%	46.6%	35.2%	37.8%	30.0%	60.7%
White, Not Middle Eastern	46.4%	45.5%	43.0%	44.9%	33.8%	--	--	--
Middle Eastern or North African	1.8%	1.8%	1.7%	1.7%	1.3%	--	--	--
Decline to State/Unknown	7.1%	7.3%	7.4%	7.3%	2.2%	--	--	--
Total Number	**112**	**110**	**121**	**114**	**22,147**	**108,690**	**1,289,085**	**12,581,815**

Appendix C: Workforce by Race/Ethnicity

MiraCosta College Ethnicity Comparison Service/Maintenance								
Race/Ethnicity	**2022-23**	**2023-24**	**2024-25**	**Three-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
American Indian/Alaska Native	0.0%	0.0%	0.0%	0.0%	0.3%	0.3%	0.3%	0.7%
Asian	5.1%	5.0%	4.4%	4.8%	8.8%	9.5%	10.8%	4.6%
Black/African American	10.3%	10.0%	13.3%	11.3%	3.2%	4.9%	5.4%	15.5%
Hispanic/Latino	30.8%	32.5%	33.3%	32.3%	42.9%	49.9%	56.2%	25.5%
Native Hawaiian/Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.6%	0.5%	0.4%	0.2%
Two or More Races/Ethnicities	5.1%	5.0%	4.4%	4.8%	7.0%	2.7%	2.3%	2.2%
White	43.6%	42.5%	37.8%	41.1%	35.2%	32.2%	24.6%	51.3%
White, Not Middle Eastern	43.6%	42.5%	37.8%	41.1%	33.8%	--	--	--
Middle Eastern or North African	0.0%	0.0%	0.0%	0.0%	1.3%	--	--	--
Decline to State/Unknown	5.1%	5.0%	6.7%	5.6%	2.2%	--	--	--
Total Number	**39**	**40**	**45**	**41**	**22,147**	**406,220**	**5,271,000**	**41,467,540**

Appendix D: Workforce by Gender

MiraCosta College Gender Comparison All Jbb Classifications								
Gender	**2022-23**	**2023-24**	**2024-25**	**Three-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
Female	59.7%	60.1%	59.7%	59.8%	58.5%	46.2%	45.9%	47.4%
Male	39.4%	38.7%	38.8%	38.9%	38.3%	53.8%	54.1%	52.6%
Nonbinary	0.2%	0.3%	0.4%	0.3%	0.5%	--	--	--
Unknown	0.7%	0.9%	1.1%	0.9%	2.7%	--	--	--
Total Number	**1,247**	**1,297**	**1,370**	**1,305**	**22,147**	**1,671,890**	**19,630,515**	**162,248,195**

Appendix D: Workforce by Gender

Miracosta College Gender Comparison Executive/Administrative/Managerial								
Gender	**2022-23**	**2023-24**	**2024-25**	**Three-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
Female	44.7%	51.2%	55.3%	50.8%	58.5%	65.5%	65.8%	64.8%
Male	55.3%	48.8%	44.7%	49.2%	38.3%	34.5%	34.2%	35.2%
Nonbinary	0.0%	0.0%	0.0%	0.0%	0.5%	--	--	--
Unknown	0.0%	0.0%	0.0%	0.0%	2.7%	--	--	--
Total Number	**38**	**41**	**47**	**42**	**22,147**	**9,815**	**107,075**	**947,345**

Appendix D: Workforce by Gender

MiraCosta College Gender Comparison All Faculty								
Gender	**2022-23**	**2023-24**	**2024-25**	**Three-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
Female	60.0%	60.7%	60.3%	60.3%	58.5%	50.7%	63.2%	63.8%
Male	39.1%	38.1%	38.1%	38.4%	38.3%	49.3%	36.8%	36.2%
Nonbinary	0.2%	0.3%	0.4%	0.3%	0.5%	--	--	--
Unknown	0.7%	0.9%	1.2%	0.9%	2.7%	--	--	--
Total Number	**864**	**910**	**944**	**906**	**22,147**	**15,270**	**273,011**	**2,837,147**

Appendix D: Workforce by Gender

MiraCosta College Gender Comparison Professional (Non-Faculty)								
Gender	**2022-23**	**2023-24**	**2024-25**	**Three-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
Female	61.6%	61.8%	62.4%	61.9%	58.5%	50.2%	51.9%	56.3%
Male	36.4%	35.3%	35.0%	35.5%	38.3%	49.8%	48.1%	43.7%
Nonbinary	0.0%	0.0%	0.0%	0.0%	0.5%	--	--	--
Unknown	2.0%	2.9%	2.6%	2.5%	2.7%	--	--	--
Total Number	**99**	**102**	**117**	**106**	**22,147**	**373,765**	**4,067,590**	**32,443,150**

Appendix D: Workforce by Gender

MiraCosta College Gender Comparison Clerical/Secretarial								
Gender	**2022-23**	**2023-24**	**2024-25**	**Three-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
Female	85.1%	84.8%	83.9%	84.6%	58.5%	61.4%	61.6%	64.2%
Male	14.9%	15.2%	16.1%	15.4%	38.3%	38.6%	38.4%	35.8%
Nonbinary	0.0%	0.0%	0.0%	0.0%	0.5%	--	--	--
Unknown	0.0%	0.0%	0.0%	0.0%	2.7%	--	--	--
Total Number	**94**	**92**	**93**	**93**	**22,147**	**369,300**	**4,346,585**	**36,666,390**

Appendix D: Workforce by Gender

MiraCosta College Gender Comparison Technical/Paraprofessional								
Gender	**2022-23**	**2023-24**	**2024-25**	**Three-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
Female	58.0%	55.5%	55.4%	56.3%	58.5%	44.1%	44.7%	44.4%
Male	40.2%	42.7%	42.1%	41.7%	38.3%	55.9%	55.3%	55.6%
Nonbinary	0.9%	0.9%	1.7%	1.2%	0.5%	--	--	--
Unknown	0.9%	0.9%	0.8%	0.9%	2.7%	--	--	--
Total Number	**112**	**110**	**121**	**114**	**22,147**	**108,690**	**1,289,085**	**12,581,815**

Appendix D: Workforce by Gender

MiraCosta College Gender Comparison Service/Maintenance								
Gender	**2022-23**	**2023-24**	**2024-25**	**Three-Year Average**	**MCC Students**	**Local Community**	**California**	**National**
Female	7.7%	7.5%	8.9%	8.1%	58.5%	43.6%	41.6%	43.0%
Male	92.3%	92.5%	91.1%	91.9%	38.3%	56.4%	58.4%	57.0%
Nonbinary	0.0%	0.0%	0.0%	0.0%	0.5%	--	--	--
Unknown	0.0%	0.0%	0.0%	0.0%	2.7%	--	--	--
Total Number	**39**	**40**	**45**	**41**	**22,147**	**406,220**	**5,271,000**	**41,467,540**

Appendix E: Applicant Job Category by Race/Ethnicity

Applicant Job Category by Race/Ethnicity for 2022-23 Fiscal Year

2022-23 Fiscal Year	American Indian/ Alaska Native		Asian		Black/ African-American		Hispanic/ Latino		Multi-Ethnicity		Pacific Islander/HI Native		Unknown/Blank		White/ Non-Hispanic		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	0	0.0%	32	11.4%	4	1.4%	37	13.2%	7	2.5%	0	0.0%	25	8.9%	176	62.6%	281
Academic, Temporary	5	0.3%	128	7.8%	95	5.8%	364	22.2%	76	4.6%	7	0.4%	115	7.0%	852	51.9%	1642
Clerical/ Secretarial	0	0.0%	26	6.6%	13	3.3%	177	44.8%	20	5.1%	8	2.0%	19	4.8%	132	33.4%	395
Executive, Admin., Managerial	0	0.0%	14	7.6%	20	10.9%	49	26.6%	6	3.3%	0	0.0%	12	6.5%	83	45.1%	184
Professional (Non-Faculty)	0	0.0%	83	21.8%	25	6.6%	90	23.6%	23	6.0%	2	0.5%	27	7.1%	131	34.4%	381
Service/ Maintenance	0	0.0%	2	2.2%	4	4.5%	40	44.9%	2	2.2%	2	2.2%	5	5.6%	34	38.2%	89
Skilled Crafts	0	0.0%	0	0.0%	0	0.0%	6	75.0%	0	0.0%	0	0.0%	0	0.0%	2	25.0%	8
Technical/ Paraprofessional	1	0.2%	55	9.4%	45	7.7%	237	40.4%	27	4.6%	11	1.9%	45	7.7%	166	28.3%	587

Applicant Job Category by Race/Ethnicity for 2023-24 Fiscal Year

2023-24 Fiscal Year	American Indian/ Alaska Native		Asian		Black/ African-American		Hispanic/ Latino		Multi-Ethnicity		Pacific Islander/HI Native		Unknown/Blank		White/ Non-Hispanic		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	5	0.9%	77	13.1%	62	10.5%	185	31.5%	32	5.4%	5	0.9%	30	5.1%	192	32.7%	588
Academic, Temporary	19	0.9%	217	9.9%	153	7.0%	494	22.5%	126	5.7%	12	0.5%	156	7.1%	1017	46.4%	2194
Clerical/ Secretarial	0	0.0%	39	6.3%	28	4.5%	244	39.3%	37	6.0%	10	1.6%	35	5.6%	228	36.7%	621
Executive, Admin., Managerial	1	0.2%	35	7.2%	79	16.4%	109	22.6%	29	6.0%	8	1.7%	42	8.7%	180	37.3%	483
Professional (Non-Faculty)	3	0.3%	93	9.8%	64	6.8%	371	39.2%	58	6.1%	8	0.8%	57	6.0%	292	30.9%	946
Service/ Maintenance	2	1.6%	4	3.2%	16	12.8%	62	49.6%	3	2.4%	0	0.0%	9	7.2%	29	23.2%	125
Skilled Crafts	0	0.0%	0	0.0%	0	0.0%	9	39.1%	1	4.3%	0	0.0%	4	17.4%	9	39.1%	23
Technical/ Paraprofessional	2	0.2%	72	6.6%	46	4.2%	408	37.6%	60	5.5%	9	0.8%	81	7.5%	408	37.6%	1086

Applicant Job Category by Race/Ethnicity for 2024-25 Fiscal Year

2024-25 Fiscal Year	American Indian/ Alaska Native		Asian		Black/ African-American		Hispanic/ Latino		Multi-Ethnicity		Pacific Islander/HI Native		Unknown/Blank		White/ Non-Hispanic		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	1	0.1%	88	10.1%	60	6.9%	211	24.2%	48	5.5%	4	0.5%	62	7.1%	397	45.6%	871
Academic, Temporary	11	0.4%	218	8.5%	157	6.1%	591	23.1%	162	6.3%	8	0.3%	214	8.4%	1197	46.8%	2558
Clerical/ Secretarial	2	0.2%	109	9.3%	67	5.7%	486	41.3%	77	6.5%	5	0.4%	47	4.0%	383	32.6%	1176
Executive, Admin., Managerial	1	0.3%	46	12.9%	31	8.7%	79	22.2%	15	4.2%	3	0.8%	39	11.0%	142	39.9%	356
Professional (Non-Faculty)	5	0.5%	151	16.0%	59	6.3%	329	34.9%	64	6.8%	6	0.6%	54	5.7%	274	29.1%	942
Service/ Maintenance	0	0.0%	2	5.9%	2	5.9%	12	35.3%	1	2.9%	4	11.8%	2	5.9%	11	32.4%	34
Skilled Crafts	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
Technical/ Paraprofessional	8	0.6%	118	9.3%	78	6.1%	548	43.0%	88	6.9%	9	0.7%	55	4.3%	371	29.1%	1275

Appendix F: Applicant Job Category by Gender

Applicant Job Category by Gender for 2022-23 Fiscal Year

2022-23 Fiscal Year	Female		Male		Non-Binary		Unknown/Blank		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	64	22.8%	192	68.3%	7	2.5%	18	6.4%	281
Academic, Temporary	895	54.5%	685	41.7%	10	0.6%	52	3.2%	1642
Clerical/ Secretarial	317	80.3%	64	16.2%	3	0.8%	11	2.8%	395
Executive, Admin., Managerial	122	66.3%	52	28.3%	2	1.1%	8	4.3%	184
Professional (Non-Faculty)	153	40.2%	199	52.2%	9	2.4%	20	5.2%	381
Service/ Maintenance	1	1.1%	84	94.4%	0	0.0%	4	4.5%	89
Skilled Crafts	0	0.0%	8	100.0%	0	0.0%	0	0.0%	8
Technical/ Paraprofessional	339	57.8%	202	34.4%	7	1.2%	39	6.6%	587

Applicant Job Category by Gender for 2023-24 Fiscal Year

2023-24 Fiscal Year	Female		Male		Non-Binary		Unknown/Blank		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	326	55.4%	244	41.5%	7	1.2%	11	1.9%	588
Academic, Temporary	1151	52.5%	966	44.0%	22	1.0%	55	2.5%	2194
Clerical/ Secretarial	467	75.2%	133	21.4%	8	1.3%	13	2.1%	621
Executive, Admin., Managerial	235	48.7%	226	46.8%	3	0.6%	19	3.9%	483
Professional (Non-Faculty)	626	66.2%	272	28.8%	15	1.6%	33	3.5%	946
Service/ Maintenance	25	20.0%	94	75.2%	1	0.8%	5	4.0%	125
Skilled Crafts	1	4.3%	20	87.0%	0	0.0%	2	8.7%	23
Technical/ Paraprofessional	613	56.4%	414	38.1%	25	2.3%	34	3.1%	1086

Applicant Job Category by Gender for 2024-25 Fiscal Year

2024-25 Fiscal Year	Female		Male		Non-Binary		Unknown/Blank		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	390	44.8%	430	49.4%	22	2.5%	29	3.3%	871
Academic, Temporary	1400	54.7%	1047	40.9%	30	1.2%	81	3.2%	2558
Clerical/ Secretarial	888	75.5%	266	22.6%	10	0.9%	12	1.0%	1176
Executive, Admin., Managerial	140	39.3%	200	56.2%	4	1.1%	12	3.4%	356
Professional (Non-Faculty)	584	62.0%	333	35.4%	8	0.8%	17	1.8%	942
Service/ Maintenance	3	8.8%	30	88.2%	0	0.0%	1	2.9%	34
Skilled Crafts	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
Technical/ Paraprofessional	828	64.9%	411	32.2%	12	0.9%	24	1.9%	1275

Appendix G: Applicant Job Category by Disability Status

Applicant Job Category by Disability Status for 2022-23 Fiscal Year

2022-23 Fiscal Year	No Disability		Disability (Current or Prior)		Unknown/Blank		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	200	71.2%	43	15.3%	38	13.5%	281
Academic, Temporary	1342	81.7%	192	11.7%	108	6.6%	1642
Clerical/ Secretarial	318	80.5%	48	12.2%	29	7.3%	395
Executive, Admin., Managerial	142	77.2%	25	13.6%	17	9.2%	184
Professional (Non-Faculty)	297	78.0%	53	13.9%	31	8.1%	381
Service/ Maintenance	77	86.5%	7	7.9%	5	5.6%	89
Skilled Crafts	7	87.5%	0	0.0%	1	12.5%	8
Technical/ Paraprofessional	458	78.0%	72	12.3%	57	9.7%	587

Applicant Job Category by Disability Status for 2023-24 Fiscal Year

2023-24 Fiscal Year	No Disability		Disability (Current or Prior)		Unknown/Blank		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	426	72.4%	122	20.7%	40	6.8%	588
Academic, Temporary	1734	79.0%	293	13.4%	167	7.6%	2194
Clerical/ Secretarial	483	77.8%	88	14.2%	50	8.1%	621
Executive, Admin., Managerial	379	78.5%	58	12.0%	46	9.5%	483
Professional (Non-Faculty)	746	78.9%	124	13.1%	76	8.0%	946
Service/ Maintenance	97	77.6%	21	16.8%	7	5.6%	125
Skilled Crafts	21	91.3%	1	4.3%	1	4.3%	23
Technical/ Paraprofessional	791	72.8%	173	15.9%	122	11.2%	1086

Applicant Job Category by Disability Status for 2024-25 Fiscal Year

2024-25 Fiscal Year	No Disability		Disability (Current or Prior)		Unknown/Blank		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	638	73.2%	146	16.8%	87	10.0%	871
Academic, Temporary	2008	78.5%	339	13.3%	211	8.2%	2558
Clerical/ Secretarial	889	75.6%	183	15.6%	104	8.8%	1176
Executive, Admin., Managerial	275	77.2%	55	15.4%	26	7.3%	356
Professional (Non-Faculty)	760	80.7%	119	12.6%	63	6.7%	942
Service/ Maintenance	27	79.4%	6	17.6%	1	2.9%	34
Skilled Crafts	0	0.0%	0	0.0%	0	0.0%	0
Technical/ Paraprofessional	981	76.9%	185	14.5%	109	8.5%	1275

Appendix H: Employee Job Category by Race/Ethnicity

Employee Job Category by Race/Ethnicity for Fall 2022

Fall 2022	American Indian/ Alaska Native		Asiar		Black/ African-American		Hispanic/ Latino		Multi-Ethnicity		Pacific Islander/HI Native		Unknown/Blank		White/ Non-Hispanic		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	1	0.5%	16	8.4%	12	6.3%	43	22.5%	12	6.3%	2	1.0%	11	5.8%	94	49.2%	191
Academic, Temporary	2	0.3%	51	7.6%	23	3.4%	95	14.1%	26	3.9%	6	0.9%	37	5.5%	433	64.3%	673
Clerical/ Secretarial	2	2.1%	0	0.0%	3	3.2%	43	45.7%	3	3.2%	2	2.1%	5	5.3%	36	38.3%	94
Executive, Admin., Managerial	0	0.0%	2	5.3%	5	13.2%	9	23.7%	0	0.0%	0	0.0%	0	0.0%	22	57.9%	38
Professional (Non-Faculty)	0	0.0%	8	8.1%	3	3.0%	27	27.3%	7	7.1%	0	0.0%	9	9.1%	45	45.5%	99
Service/ Maintenance	0	0.0%	2	5.1%	4	10.3%	12	30.8%	2	5.1%	0	0.0%	2	5.1%	17	43.6%	39
Skilled Crafts	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	1	100.0%	1
Technical/ Paraprofessional	1	0.9%	6	5.4%	4	3.6%	32	28.6%	7	6.3%	0	0.0%	8	7.1%	54	48.2%	112

Employee Job Category by Race/Ethnicity for Fall 2023

Fall 2023	American Indian/ Alaska Native		Asiar		Black/ African-American		Hispanic/ Latino		Multi-Ethnicity		Pacific Islander/HI Native		Unknown/Blank		White/ Non-Hispanic		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	1	0.5%	17	9.1%	10	5.3%	44	23.5%	11	5.9%	2	1.1%	11	5.9%	91	48.7%	187
Academic, Temporary	2	0.3%	59	8.2%	27	3.7%	119	16.5%	28	3.9%	7	1.0%	40	5.5%	441	61.0%	723
Clerical/ Secretarial	2	2.2%	1	1.1%	3	3.3%	41	44.6%	3	3.3%	3	3.3%	4	4.3%	35	38.0%	92
Executive, Admin., Managerial	0	0.0%	3	7.3%	7	17.1%	9	22.0%	0	0.0%	0	0.0%	0	0.0%	22	53.7%	41
Professional (Non-Faculty)	1	1.0%	7	6.9%	3	2.9%	29	28.4%	7	6.9%	0	0.0%	11	10.8%	44	43.1%	102
Service/ Maintenance	0	0.0%	2	5.0%	4	10.0%	13	32.5%	2	5.0%	0	0.0%	2	5.0%	17	42.5%	40
Skilled Crafts	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	1	100.0%	1
Technical/ Paraprofessional	0	0.0%	6	5.5%	2	1.8%	35	31.8%	7	6.4%	0	0.0%	8	7.3%	52	47.3%	110

Employee Job Category by Race/Ethnicity for Fall 2024

Fall 2024	American Indian/ Alaska Native		Asiar		Black/ African-American		Hispanic/ Latino		Multi-Ethnicity		Pacific Islander/HI Native		Unknown/Blank		White/ Non-Hispanic		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	1	0.5%	18	8.6%	12	5.7%	50	23.9%	14	6.7%	2	1.0%	12	5.7%	100	47.8%	209
Academic, Temporary	3	0.4%	60	8.2%	27	3.7%	137	18.6%	31	4.2%	9	1.2%	38	5.2%	430	58.5%	735
Clerical/ Secretarial	1	1.1%	0	0.0%	3	3.2%	40	43.0%	4	4.3%	4	4.3%	5	5.4%	36	38.7%	93
Executive, Admin., Managerial	0	0.0%	5	10.6%	7	14.9%	9	19.1%	0	0.0%	2	4.3%	0	0.0%	24	51.1%	47
Professional (Non-Faculty)	0	0.0%	10	8.5%	3	2.6%	38	32.5%	9	7.7%	0	0.0%	10	8.5%	47	40.2%	117
Service/ Maintenance	0	0.0%	2	4.4%	6	13.3%	15	33.3%	2	4.4%	0	0.0%	3	6.7%	17	37.8%	45
Skilled Crafts	0	0.0%	0	0.0%	0	0.0%	1	50.0%	0	0.0%	0	0.0%	0	0.0%	1	50.0%	2
Technical/ Paraprofessional	1	0.8%	6	5.0%	5	4.1%	39	32.2%	6	5.0%	1	0.8%	9	7.4%	54	44.6%	121

Appendix I: Employee Job Category by Gender

Employee Job Category by Gender for Fall 2022

Fall 2022	Female		Male		Non-Binary		Unknown/Blank		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	105	55.0%	85	44.5%	0	0.0%	1	0.5%	191
Academic, Temporary	413	61.4%	253	37.6%	2	0.3%	5	0.7%	673
Clerical/ Secretarial	80	85.1%	14	14.9%	0	0.0%	0	0.0%	94
Executive, Admin., Managerial	17	44.7%	21	55.3%	0	0.0%	0	0.0%	38
Professional (Non-Faculty)	61	61.6%	36	36.4%	0	0.0%	2	2.0%	99
Service/ Maintenance	3	7.7%	36	92.3%	0	0.0%	0	0.0%	39
Skilled Crafts	0	0.0%	1	100.0%	0	0.0%	0	0.0%	1
Technical/ Paraprofessional	65	58.0%	45	40.2%	1	0.9%	1	0.9%	112

Employee Job Category by Gender for Fall 2023

Fall 2023	Female		Male		Non-Binary		Unknown/Blank		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	103	55.1%	83	44.4%	0	0.0%	1	0.5%	187
Academic, Temporary	449	62.1%	264	36.5%	3	0.4%	7	1.0%	723
Clerical/ Secretarial	78	84.8%	14	15.2%	0	0.0%	0	0.0%	92
Executive, Admin., Managerial	21	51.2%	20	48.8%	0	0.0%	0	0.0%	41
Professional (Non-Faculty)	63	61.8%	36	35.3%	0	0.0%	3	2.9%	102
Service/ Maintenance	3	7.5%	37	92.5%	0	0.0%	0	0.0%	40
Skilled Crafts	0	0.0%	1	100.0%	0	0.0%	0	0.0%	1
Technical/ Paraprofessional	61	55.5%	47	42.7%	1	0.9%	1	0.9%	110

Employee Job Category by Gender for Fall 2024

Fall 2024	Female		Male		Non-Binary		Unknown/Blank		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	114	54.5%	93	44.5%	1	0.5%	1	0.5%	209
Academic, Temporary	455	61.9%	267	36.3%	3	0.4%	10	1.4%	735
Clerical/ Secretarial	78	83.9%	15	16.1%	0	0.0%	0	0.0%	93
Executive, Admin., Managerial	26	55.3%	21	44.7%	0	0.0%	0	0.0%	47
Professional (Non-Faculty)	73	62.4%	41	35.0%	0	0.0%	3	2.6%	117
Service/ Maintenance	4	8.9%	41	91.1%	0	0.0%	0	0.0%	45
Skilled Crafts	0	0.0%	2	100.0%	0	0.0%	0	0.0%	2
Technical/ Paraprofessional	67	55.4%	51	42.1%	2	1.7%	1	0.8%	121

Appendix J: Employee Job Category by Disability Status

Employee Job Category by Disability Status for Fall 2022

Fall 2022	No Disability		Disability (Current or Prior)		Unknown/Blank		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	84	44.0%	15	7.9%	92	48.2%	191
Academic, Temporary	252	37.4%	32	4.8%	389	57.8%	673
Clerical/ Secretarial	50	53.2%	10	10.6%	34	36.2%	94
Executive, Admin., Managerial	31	81.6%	3	7.9%	4	10.5%	38
Professional (Non-Faculty)	54	54.5%	11	11.1%	34	34.3%	99
Service/ Maintenance	15	38.5%	3	7.7%	21	53.8%	39
Skilled Crafts	1	100.0%	0	0.0%	0	0.0%	1
Technical/ Paraprofessional	51	45.5%	18	16.1%	43	38.4%	112

Employee Job Category by Disability Status for Fall 2023

Fall 2023	No Disability		Disability (Current or Prior)		Unknown/Blank		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	83	44.4%	14	7.5%	90	48.1%	187
Academic, Temporary	321	44.4%	45	6.2%	357	49.4%	723
Clerical/ Secretarial	52	56.5%	10	10.9%	30	32.6%	92
Executive, Admin., Managerial	32	78.0%	3	7.3%	6	14.6%	41
Professional (Non-Faculty)	56	54.9%	11	10.8%	35	34.3%	102
Service/ Maintenance	17	42.5%	3	7.5%	20	50.0%	40
Skilled Crafts	1	100.0%	0	0.0%	0	0.0%	1
Technical/ Paraprofessional	54	49.1%	17	15.5%	39	35.5%	110

Employee Job Category by Disability Status for Fall 2024

Fall 2024	No Disability		Disability (Current or Prior)		Unknown/Blank		Total
EEO6 Category	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)	Row %	Headcount (#)
Academic, Tenured/ Tenure-Track	92	44.0%	15	7.2%	102	48.8%	209
Academic, Temporary	372	50.6%	63	8.6%	300	40.8%	735
Clerical/ Secretarial	51	54.8%	8	8.6%	34	36.6%	93
Executive, Admin., Managerial	36	76.6%	4	8.5%	7	14.9%	47
Professional (Non-Faculty)	68	58.1%	15	12.8%	34	29.1%	117
Service/ Maintenance	23	51.1%	3	6.7%	19	42.2%	45
Skilled Crafts	2	100.0%	0	0.0%	0	0.0%	2
Technical/ Paraprofessional	63	52.1%	23	19.0%	35	28.9%	121

Appendix K: Annual Written Notice to Community Organizations

Ability Links
https://abilitylinks.org/search/job

Affiliated Tribes of Northwest Indians
atni@atnitribes.org
503.249.5770
https://atnitribes.org/contact-us/

American Desi Society
AmericanDesiSociety@gmail.com
(209)266-3374
https://www.americandesisociety.org/

Asian Career Network
https://www.acareers.net/

Association of African American Educators San Diego
sandiegoaaae@gmail.com
(858) 859-2547
https://www.aaaesandiego.org/

Black Career Network
https://www.blackcareernetwork.com/

Black Jobs
https://www.blackjobs.com/

California Association of Black Educators
conference@cabse.org
833-50-CABSE (22273)
https://cabse.org/

Campus Pride Jobs
info@campuspride.org
704-277-6710
https://campuspride.jobs/

LGBT Connect
https://lgbtconnect.com

Carlsbad Educational Foundation
info@carlsbaded.org
(760) 929-1555
https://carlsbaded.org/contact-us/

Center Link
https://www.lgbtcenters./Careers

Fairy God Boss
https://fairygodboss.com/employers

Female Executive Search
https://www.female-executive-search.com/

Hispanic/Latino Professionals Association (HLPA)
https://jobs.hlpa.com/employer-products/

iHispano
https://www.ihispano.com/

Incluzion
https://incluzion.co/

Jewish Family Service
contact@picawa.org
(858) 637-3300
https://www.jfssd.org/

LatPro
https://www.latpro.com/c/

North County LGBTQ Resource Center
info@ncresourcecenter.org

(760) 994-1690
https://www.ncresourcecenter.org/contact

Middle East Studies Association
secretariat@mesana.org
520 333-2577
https://mesana.org/partner-organizations/category/affiliated-organizations

Out & Equal
https://outandequal.org/

National Council of Asian Pacific Americans
info@ncapaonline.org
(202) 706-6768
https://www.ncapaonline.org/contact/

Pacific Islander Community Association of Washington
contact@picawa.org
206.686.5221
206.686.5221

National Foster Youth Institute
info@nfyi.org
(213) 221-1176
https://nfyi.org/

Pink Jobs
https://pink-jobs.com/about-us/

National Organization for Women
https://now.org/
(202) 628-8669
press@now.org

Power 2 Fly
https://powertofly.com/

Native Congress of American Studies
https://www.ncai.org/resources/job-listings

Recruit Disability
https://www.recruitdisability.org/

Native Hire
NativeHire.org

Recruit Military
https://recruitmilitary.com/employers

North County African American Women's Association
info@ncaawa.org
760.978.6534
https://www.ncaawa.org/

Romba
https://reachingoutmba.org/romba-conference/

SDSU Latinx Resource Center
latinxresourcecenter@sdsu.edu

Urban League San Diego County
619-266-6237
https://www.sdul.org/

The California Wellness Foundation
(818) 702–1900

Vet Jobs
https://vetjobs.com/

https://www.calwellness.org/reentry-formerly-incarcerated-women/

The Mom Project
www.themomproject.com

ANNUAL WRITTEN NOTICE TO COMMUNITY ORGANIZATIONS

The MiraCosta Community College District endeavors to attract, hire, and retain faculty and staff who are sensitive to, and knowledgeable of, the needs of our diverse student body and community. Support from organizations such as yours can strongly enhance the district's efforts to reach out to diverse populations to identify qualified applicants and assist our efforts in creating a climate of inclusion at MiraCosta College.

The MiraCosta Community College District is committed to ensuring that all qualified applicants for employment and employees have full and equal access to employment opportunity. As an Equal Opportunity Employer, the district has developed a comprehensive Equal Employment Opportunity Plan (Plan) that reflects the district's commitment to equal employment opportunity and outlines the active steps that ensure nondiscriminatory practices. The Plan contains the demographic makeup of the district's workforce population, analysis of applicant pools, and identifies methods used to support equal employment opportunity. Please visit the district's website at https://www.miracosta.edu/hr/eeoac/index.html to review the current Plan.

Current job openings are posted at https://jobs.miracosta.edu. You are also welcome to call the Human Resources Office directly at (760) 795-6854 for questions about current openings and/or application procedures. We hope that you will consider passing along this information to each of your members.

The MiraCosta Community College District values and appreciates your organization's partnership. We are confident that our relationship with your organization will assist us in developing a workforce that truly reflects our commitment to diversity and equal opportunity and properly serves our growing and diverse student population.

Appendix L: Annual Notice to Employees

The MiraCosta Community College District endeavors to attract, hire, and retain faculty and staff who are sensitive to, and knowledgeable of, the needs of our diverse student body and community. We are committed to the principles of Equal Employment Opportunity and ensuring that all qualified applicants for employment and employees have full and equal access to employment opportunities, and are not subjected to discrimination.

As such, it is the goal of the district that all employees promote and support Equal Employment Opportunity because such a goal requires a commitment and contribution from every segment of the district. Individual participation is critical in ensuring the Plan's implementation and overall success.

In support of our commitment, an Equal Employment Opportunity Plan is maintained to ensure the implementation of Equal Employment Opportunity principles that conform to federal and state laws. The Plan contains the demographic makeup of the district's workforce population, analysis of applicant pools, and identifies methods used to support Equal Employment Opportunity. Please visit the district's website at https://www.miracosta.edu/hr/eeoac/index.html to review the current Plan.

Announcements for all job openings are emailed to all employees and we encourage you to forward that information to individuals you may know who meet the minimum qualifications.

Thank you for continuing to foster an inclusive environment that reflects the district's commitment to diversity and Equal Employment Opportunity and effectively serves our diverse student population.

Equal Employment Opportunity Plan Feedback Form

District Name:	Mira Costa CCD
District Contact:	Hayley Schwartzkopf
Title:	Assistant Superintendent / Vice President Human Resources
Email:	hschwartzkopf@miracosta.edu
Phone:	760.795.6830
Submission Date:	03/20/2026

The California Community Colleges Chancellor's Office (Chancellor's Office) reviews Equal Employment Opportunity (EEO) Plans submitted by districts in accordance with applicable statutes and regulations.

INFORMATION FOR DISTRICTS

This EEO Plan Feedback Form is used by the Chancellor's Office to provide feedback on district EEO Plan submissions. Each section of the EEO Plan is reviewed to determine whether clarification, minor updates, or more substantial revisions may strengthen the Plan.

Comments received from the Chancellor's Office on the proposed EEO Plan must be presented to the governing board prior to adoption of the Plan (Title 5, California Code of Regulations section 53003(a)(4)).

UNDERSTANDING FEEDBACK

Districts may receive one of the following types of feedback for each plan component or strategy:

- **No Feedback:** Indicates the component or strategy is satisfactory and requires no changes.
- **Minimal Feedback:** Indicates the component or strategy may benefit from minor updates, clarification, or additional detail.
- **Extended Recommendations:** Indicates the component or strategy may benefit from more substantive revisions to improve alignment with data, evidence-based practices, or current EEO standards.

Districts are strongly encouraged to carefully review and consider all feedback provided and, where appropriate, incorporate recommended revisions prior to board adoption of the EEO Plan.

COMPONENT 13 STRATEGIES:

For EEO Plan Component 13, districts should ensure that:

- Selected strategies clearly align with district data and identified workforce needs
- Any district-specific strategies not listed in the standard template are clearly described and supported by data or rationale

QUESTIONS

For questions or technical assistance related to EEO Plan feedback or revisions, districts may contact the Chancellor's Office at **eeosubmissions@cccco.edu**.

COMPONENT 1: INTRODUCTION (RECOMMENDED)

☒ No Feedback ☐ Minimal Feedback ☐ Extended Recommendations

☐ N/A

COMPONENT 2: DEFINITIONS (RECOMMENDED) *Title 5, California Code of Regulations, section 53001*

☒ No Feedback ☐ Minimal Feedback ☐ Extended Recommendations

☐ N/A

COMPONENT 3: POLICY STATEMENT (RECOMMENDED) *Title 5, California Code of Regulations, section 53002*

☒ No Feedback ☐ Minimal Feedback ☐ Extended Recommendations

☐ N/A

COMPONENT 4: IDENTIFICATION OF DISTRICT OFFICER (REQUIRED) *Title 5, California Code of Regulations, section 53003(c)(3)*

☒ No Feedback ☐ Minimal Feedback ☐ Extended Recommendations

COMPONENT 5: EEO ADVISORY COMMITTEE (RECOMMENDED) *Title 5, California Code of Regulations, section 53005*

☒ No Feedback ☐ Minimal Feedback ☐ Extended Recommendations

☐ N/A

COMPONENT 6: COMPLAINT PROCEDURE (REQUIRED) *Title 5, California Code of Regulations, section 53003(c)(4)*

☒ No Feedback ☐ Minimal Feedback ☐ Extended Recommendations

COMPONENT 7: EMPLOYEE NOTIFICATION (REQUIRED) *Title 5, California Code of Regulations, section 53003(c)(5)*

☒ No Feedback ☐ Minimal Feedback ☐ Extended Recommendations

COMPONENT 8: SCREENING/SELECTION COMMITTEE TRAINING (REQUIRED) *Title 5, California Code of Regulations, section 53003(c)(6)*

☒ No Feedback ☐ Minimal Feedback ☐ Extended Recommendations

COMPONENT 9: ANNUAL NOTICE TO COMMUNITY BASED AND PROFESSIONAL ORGINIZATIONS (REQUIRED) *Title 5, California Code of Regulations, section 53003(c)(7)*

☒ No Feedback ☐ Minimal Feedback ☐ Extended Recommendations

COMPONENT 10: LONGITUDINAL DATA ANALYSIS (REQUIRED) *Title 5, California Code of Regulations, section 53003(c)(8)*

☒ No Feedback ☐ Minimal Feedback ☐ Extended Recommendations

COMPONENT 11: USE OF DATA TO DETERMINE UNDERREPRESENTATION (REQUIRED) *Title 5, California Code of Regulations, section 53003(c)(9)*

☒ No Feedback ☐ Minimal Feedback ☐ Extended Recommendations

COMPONENT 12: METHODS FOR ADDRESSING UNDERREPRESENTATION (REQUIRED) *Title 5, California Code of Regulations, section 53003(c)(10)*

☒ No Feedback ☐ Minimal Feedback ☐ Extended Recommendations

EEO PLAN COMPONENT 13: HIRING STRATEGIES (REQUIRED) *Title 5, California Code of Regulations, section 53024.1*

Pre-Hiring Strategies

Provide training to employees, students & trustees. This applies if the district is planning training that goes beyond mandatory training for hiring committees. *Title 5, California Code of Regulations section 53024.1(d)*		
☒ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations

Convey in publications and websites the district's commitment to diversity and EEO. *Title 5, California Code of Regulations section 53024.1(j)*		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Review and update District EEO/DEI policy statement. Cross-reference Plan Component 3. *Title 5, California Code of Regulation section 53024.1(k)*		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Providing EEO/diversity enhancement resources and assistance to other districts. *Title 5, California Code of Regulations section 53024.1(m)*		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Addressing diversity issues in a transparent and collaborative fashion. *Title 5, California Code of Regulations section 53024.1(o)*		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Recurring activities related to improving student access and student success with a nexus to EEO hiring.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Inclusion of lawful EEO deliverables in CEO and other administrator performance goals.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Other district-specific, pre-hiring strategy.		
Revise Job Descriptions		
☒ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations

Other district-specific, pre-hiring strategy.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Other district-specific, pre-hiring strategy.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Other district-specific, pre-hiring strategy.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Other district-specific, pre-hiring strategy.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Hiring Strategies

Consistent and ongoing training for hiring committees. Cross reference Plan Component 8. *Title 5, California Code of Regulations section 53024.1(c)*		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Maintain updated job descriptions and job announcements. *Title 5, California Code of Regulations section 53024.1(f)*		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Board of trustees receives training on elimination of bias in hiring and employment at least once every election cycle. *Title 5, California Code of Regulations section 53024.1(g)*		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Assess "sensitivity to diversity" of all applicants. *Title 5, California Code of Regulations section 53024.1(l)*		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Dedication of specified staff to EEO.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Incentives for hard-to-hire areas/disciplines.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Focused outreach and publications.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Procedures for addressing diversity throughout hiring steps and levels.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Recruitment efforts and strategies such as use of demographic data, job fairs, Career Connect, relationships with external organizations & colleges.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Other district-specific, hiring strategy.		
Student Participation in Hiring Process		
☒ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations

Other district-specific, hiring strategy.		
Diversity Supplemental Question & Rubric		
☒ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations

Other district-specific, hiring strategy.		
☒ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations

Other district-specific, hiring strategy.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Other district-specific, hiring strategy.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Post-Hiring Strategies

Conduct campus climate surveys and use this information. *Title 5, California Code of Regulations section 53024.1(a)*		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Conduct exit interviews and use this information. *Title 5, California Code of Regulations section 53024.1(b)*		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Professional development, mentoring, support and leadership opportunities for new employees. *Title 5, California Code of Regulations section 53024.1(e)*		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Timely and thoroughly investigate all harassment and discrimination complaints & take appropriate corrective action in all instances where a violation is found. *Title 5, California Code of Regulations section 53024.1(h)*		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Survey applicants who decline offers and use the information. *Title 5, California Code of Regulations section 53024.1(p)*		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Describe strategies developed to address any adverse impact identified in the process of carrying out the requirements of Component 10 of the EEO Plan.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Describe strategies developed to address any underrepresentation identified in the process of carrying out the requirements of Components 11 & 12 of the EEO Plan.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Other district-specific, post-hiring strategy.		
Equity-Centered Performance Evaluation Practices		
☒ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations

Other district-specific, post-hiring strategy.		
Employee Resource & Affinity Groups		
☒ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations

Other district-specific, post-hiring strategy.		
☒ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations

Other district-specific, post-hiring strategy.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Other district-specific, post-hiring strategy.		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Additional Plan Components (if applicable)		
Component:		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Additional Plan Components (if applicable)		
Component:		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Additional Plan Components (if applicable)		
Component:		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Additional Plan Components (if applicable)		
Component:		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Additional Plan Components (if applicable)		
Component:		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Additional Plan Components (if applicable)		
Component:		
☐ No Feedback	☐ Minimal Feedback	☐ Extended Recommendations
N/A		

Authorization

Abdulmalik Buul (May 7, 2026 09:41:51 PDT)

Signature

05/07/2026

Date

Visiting Executive of Institutional Equity, Innovation, and Strategic Impact

Title

Comments:

MiraCosta Community College District Item Report

Item: VIII.F.
Meeting Date: June 25, 2026

Subject:	Approve Proclamation Honoring Dr. Sunita "Sunny" Cooke
Category:	Action Items
Institutional Goal Supported:	Goal 3
Recommended:	Hayley D. Schwartzkopf J.D. - Assistant Superintendent/Vice President - Human Resources
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. Proclamation of the Board Honoring Dr. Cooke

Background:

Dr. Sunita “Sunny” Cooke has served with distinction as the Superintendent/President of the MiraCosta Community College District since 2015, transforming MiraCosta College into a nationally recognized institution of equity, innovation, and student success.

Status:

The Board of Trustees of the MiraCosta Community College District wishes to extend its deepest appreciation, admiration, and gratitude to Dr. Sunita “Sunny” Cooke for her transformative leadership, her steadfast stewardship, and her heart for the community.

Recommended Action:

Approve proclamation honoring Dr. Sunita "Sunny" Cooke.

PROCLAMATION OF THE BOARD OF TRUSTEES OF THE MIRACOSTA COMMUNITY COLLEGE DISTRICT

Recognizing and Honoring the Extraordinary Leadership and Legacy of Dr. Sunita "Sunny" Cooke

WHEREAS, Dr. Sunita "Sunny" Cooke has served with distinction as the Superintendent/President of the MiraCosta Community College District since 2015, culminating a distinguished and impactful career in higher education spanning nearly four decades; and

WHEREAS, Dr. Cooke's visionary leadership has transformed MiraCosta College into a nationally recognized institution of equity, innovation, and student success, earning prestigious accolades including designation as an Achieving the Dream Leader College and an Aspen Prize for Excellence semi-finalist; and

WHEREAS, throughout her tenure, Dr. Cooke championed a profound culture of care, actively shifting the educational paradigm to ensure that every student is empowered with "the right to succeed, not just the right to try," while deliberately recruiting and developing a diverse faculty, staff, and administration that reflects the future of our community; and

WHEREAS, under her fiscal stewardship, the District successfully passed and responsibly executed the $455 million Measure MM facilities bond, modernizing classrooms and campus infrastructure, and secured nearly $46 million in state and federal grants over the past five years alone; and

WHEREAS, Dr. Cooke's pioneering spirit led to the launch of academic programs, including California's very first biomanufacturing bachelor's degree at a community college, bridging the gap between higher education and cutting-edge regional industries; and

WHEREAS, her influence extended far beyond campus borders as a powerhouse advocate at the state and national levels, notably chairing California's Task Force on Workforce and a Strong Economy, which secured an ongoing $260 million annual investment in career education, and serving as Chair of the American Association of Community Colleges (AACC) Board of Directors; and

WHEREAS, her tireless dedication to economic development and regional partnership through roles with the San Diego Regional Economic Development Corporation, Biocom, and local chambers of commerce has earned her widespread acclaim, including the San Diego Business Journal CEO of the Year, Pacific Region CEO Award, and the North County Steward Award; and

WHEREAS, in enduring gratitude for her monumental contributions, the MiraCosta College Foundation is establishing a legacy fund in her honor to ensure her devotion to student success;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the MiraCosta Community College District does hereby extend its deepest appreciation, admiration, and gratitude to Dr. Sunita "Sunny" Cooke for her transformative leadership, her steadfast stewardship, and her heart for the community; and

BE IT FURTHER RESOLVED, that the Board wishes Dr. Cooke a joyful, healthy, and richly deserved retirement, knowing that her extraordinary impact is permanently woven into the fabric of MiraCosta College.

PASSED AND ADOPTED this 25th day of June, 2026.

Frank Merchat, President, Board of Trustees MiraCosta Community College District

MiraCosta Community College District Item Report

Item: IX.A.
Meeting Date: June 25, 2026

Subject:	Board Policy 4025 - Philosophy and Criteria for Associate Degrees and General Education
Category:	Second Read – Board Policies (Action Required)
Institutional Goal Supported:	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Sunita V. Cooke Ph.D. - Superintendent/President
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. 4025 BP - Philosophy and Criteria for Associate Degrees and General Education_updated 3-12-26

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 made to Board Policy 4025 - Philosophy and Criteria for Associate Degrees and General Education has been completed and approved by College Council. The policy is now presented for a second read and adoption by the Board of Trustees.

Recommended Action:

Adopt Board Policy 4025.

BOARD OF TRUSTEES POLICY 4025: Philosophy and Criteria for Associate Degrees and General Education

The MiraCosta Community College District's associate degree and general education programs are consistent with the college's mission, vision, and core values.

The associate degree at MiraCosta College provides a framework within which students complete patterns of learning experiences designed to develop certain capabilities and insights to support their academic and career goals. Among these capabilities and insights are skills and competencies that comprise a general education curriculum. In addition, students graduating with an associate degree shall possess sufficient depth in some field of knowledge to contribute to lifetime interest and career pursuit.

The MiraCosta College general education program introduces students to the variety of means through which people comprehend the modern world by providing opportunities for students to engage with the arts and humanities, sciences, mathematics, and social sciences. It ensures students who receive their degrees have mastered principles, concepts, and methodologies both unique to and shared by the various disciplines.

All courses designated for general education (GE) at MiraCosta College must fulfill the following universal criteria:

- Level: Each GE course is baccalaureate-level and may be introductory or integrative. Integrative courses draw broad connections between multiple perspectives and methodologies and demonstrate relationships within or between disciplines.
- Rigor: Each GE course treats subject matter with a level of intellectual intensity that requires independent study.
- Scope: Each GE course introduces the student to a wide range of principles, perspectives, and knowledge within the discipline.
- Autonomy: Each GE course is a whole unto itself and not primarily part of a sequence of courses; i.e., each course provides exposure to foundations and fundamental tenets of the discipline.

Adoption History:	4/7/09, 5/16/24, xx/xx/xx
Periodic Review:	11/18/15, 7/20/23
Reference Update:	11/14
References:	Title 5, §55060 and 55090 et seq. ACCJC Accreditation Standard 2.1, 2.3
CCLC Update:	#14, 2/08; #25, 11/14; #47, 10/25
Steering:	CPC / AS

- Breadth: Each GE course provides a generalizing rather than specializing experience within the subject matter of the discipline. It relates knowledge within the discipline to other fields and disciplines, as well as to contemporary society.

- Critical thinking: Each GE course develops the student's aptitude for conceptualizing, applying, analyzing, synthesizing, and evaluating information.

- Communication and literacy: Each GE course provides opportunities for the student to develop and demonstrate both orally and in writing the ability to read, comprehend, and evaluate college-level material.

- Relevancy: Each GE course relies upon current knowledge, technology, and instructional materials to achieve its objectives, as appropriate.

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

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

MiraCosta Community College District Item Report

Item: IX.B.
Meeting Date: June 25, 2026

Subject:	Board Policy 4025B - Philosophy and Criteria for Baccalaureate Degrees and General Education
Category:	Second Read – Board Policies (Action Required)
Institutional Goal Supported:	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Sunita V. Cooke Ph.D. - Superintendent/President
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. 4025B BP - Philosophy and Criteria for Baccalaureate Degree and General Education_update 3-12-26

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 made to Board Policy 4025B - Philosoply and Criteria for Baccalaureate Degrees and General Education has been completed and approved by College Council. The policy is now presented for a second read and adoption by the Board of Trustees.

Recommended Action:

Adopt Board Policy 4025B.

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

The baccalaureate program provides a framework within which students complete patterns of learning experiences designed to develop progressively higher-level capabilities and insights to support their academic and career goals while addressing unmet local and regional workforce needs. Among these capabilities and insights are skills and competencies that comprise a general education curriculum.

A. Lower-division general education courses introduce students to the variety of means through which people comprehend the modern world by providing opportunities for students to engage with the arts and humanities, sciences, mathematics, and social sciences. It ensures students who receive their degrees have mastered principles, concepts, and methodologies both unique to and shared by the various disciplines.

B. Upper-division general education courses integrate biotechnology concepts within at least two disciplines outside the major. These courses are intended only for students enrolled in the baccalaureate program.

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

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

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

Adoption History:	6/22/16, 7/18/24
Periodic Review:	6/22/23
References:	Title 5, §§55009, 55060, and 55090 et seq. ACCJC Standard 2.1, 2.3
CCLC Update:	#47, 10/25~~–~~
Steering:	CPC / AS

MiraCosta Community College District Item Report

Item: X.A.
Meeting Date: June 25, 2026

Subject:	Board Policy 4225 – Course Repetition
Category:	First Read – Board Policies
Institutional Goal Supported:	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Sunita V. Cooke Ph.D. - Superintendent/President
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. 4225 BP - Course Repetition_updated 3-12-26

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 made to Board Policy 4225 - Course Repetition has been completed and approved by College Council. The policy is now presented for a first read by the Board of Trustees.

Recommended Action:

For information only.

Students may repeat courses in which substandard grades (less than "C" and including EW, MW, W, or NP) were earned. The Board has determined reasonable limitations on course repetition as described in AP 4225.

Under special circumstances, students may repeat courses in which a "P" or a grade of C or better was earned. The special circumstances are defined in AP 4225 and in accordance with title 5 section 55040.

~~"Course enrollment" occurs when a student receives an evaluative (A, B, C, D, F, P/CR, NP/NC) or non-evaluative (I, IP, RD, W, EW, MW) symbol for a course. Enrollments include any combination of withdrawals and repetition. A student may withdraw and receive a "W" symbol on their record for enrollment in the same course no more than three times (see Administrative Procedure 5075–Withdrawals). A grade of EW will not be counted toward the permitted number of withdrawals or counted as an enrollment attempt.~~

~~"Course repetition" occurs when a student who has previously received an evaluative symbol in a particular course re-enrolls in that course and receives another evaluative symbol.~~

~~MiraCosta College, in accordance with Title 5 section 55040, allows repetition to occur only under the following circumstances:~~

~~A. The course has been designated as repeatable.~~

~~B. The student needs to repeat a course to meet a legally mandated training requirement as a condition of continued paid or volunteer employment.~~

~~C. The student needs to repeat a course in which they earned a less-than-satisfactory or failing grade (D, F, NP/NC) in order to alleviate substandard academic work.~~

~~D. The student needs to repeat a course due to a significant lapse of time.~~

~~E. The student needs to repeat a course due to extenuating circumstances that justify the repetition, regardless of whether or not substandard academic work was previously recorded.~~

~~F. A student with a disability needs to repeat a special class for students with disabilities.~~

When course repetition occurs, the student's permanent academic record will clearly indicate any courses repeated using an appropriate symbol and be annotated in such a manner that all work remains legible, ensuring a true and complete academic history.

Nothing in this policy and associated administrative procedure conflicts with policies pertaining to the finality of grades assigned by instructors or the retention and destruction of student records.

Adoption History:	5/5/09, 4/20/10, 4/24/12, 8/16/18, 5/16/24
Periodic Review:	11/18/15, 5/19/22
References:	Title 5, §§55023(a), 55040, 55041, 55042, 55044, 58161
Reference Update:	2/9/17
Steering:	CPC / AS
CCLC Update:	#29, 10/16; #32, 4/18

MiraCosta Community College District Item Report

Item: XI.A.
Meeting Date: June 25, 2026

Subject:	Independent Citizens' Bond Oversight Committee Annual Report
Category:	Information
Institutional Goal Supported:	Goal 4
Recommended:	Elba G. Gomez - Assistant Superintendent/Vice President - Administrative Services
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	None

Background:

The Independent Citizens' Bond Oversight Committee (ICBOC) was established on March 9, 2017, to carry out specific duties in relation to the district's Measure MM general obligation bond that was passed on November 8, 2016. As part of the committee's duties, an annual report must be prepared to present to the board in public session that shall include the following: a) a statement indicating whether the district is in compliance with the requirements of Article XIIIA, Section 1(b)(3) of the California Constitution; and b) a summary of the committee's proceedings and activities for the preceding year.

Status:

The committee has prepared its seventh annual report covering 2025, which includes the committee's proceedings and activities for the year. The ICBOC found the district was in full compliance with the requirements of Article XIIIA, Section 1(b)(3) of the California Constitution.

Recommended Action:

For information only.

MiraCosta Community College District Item Report

Item: XI.B.
Meeting Date: June 25, 2026

Subject:	Board of Trustees 2026-27 Goals
Category:	Information
Institutional Goal Supported:	Goal 1 Goal 2 Goal 3 Goal 4
Recommended:	Sunita V. Cooke Ph.D. - Superintendent/President
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President
Attachments:	1. BOT Goals - 2026-2027

Background:

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

Status:

As part of its annual evaluation process during the May 7, 2026, board workshop, the board discussed goals for 2026/27, in the attached document.

Recommended Action:

For information only.

2026/27 Board Goals

1. Successfully onboard new Superintendent/President and develop the capacity of the Board so that the two can grow together professionally.
    - Build a strong working relationship in support of the college's mission, vision, values, and continued student success.

2. Regularly monitor progress of student success through the lens of diversity, equity, and inclusion. Maximize the first-year success rate of students by:
    - reviewing disaggregated Guided Pathways metrics at minimum of twice per year, and
    - providing the resources needed to improve first-year success, and
    - seeking information about student sense of belonging.

3. Provide for robust professional development for all college employees and board members in support of the college's mission.

4. Strengthen capacity for Futures lens thinking and continue to incorporate it into the college's planning and implementation.

5. Identify impactful community tables around which the college can be represented. Given limited resources, identify where the board and college leadership might invest time in being more engaged.

6. Ensure good stewardship of all the District's resources for long-term sustainability and viability.

Item: XII.A.

MiraCosta Community College District Item Report

To:	Board of Trustees
From:	
Meeting Date:	June 25, 2026
Subject:	Trustee Activities
Category:	College-Related Reports
Institutional Goal Supported:	
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President

MiraCosta Community College District Item Report

To:	Board of Trustees
From:	
Meeting Date:	June 25, 2026
Subject:	Students
Category:	College-Related Reports
Institutional Goal Supported:	
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President

MiraCosta Community College District Item Report

To:	Board of Trustees
From:	
Meeting Date:	June 25, 2026
Subject:	Classified Employees
Category:	College-Related Reports
Institutional Goal Supported:	
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President

Item: XII.D.

MiraCosta Community College District Item Report

To:	Board of Trustees
From:	
Meeting Date:	June 25, 2026
Subject:	Faculty
Category:	College-Related Reports
Institutional Goal Supported:	
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President

MiraCosta Community College District Item Report

To:	Board of Trustees
From:	
Meeting Date:	June 25, 2026
Subject:	Assistant Superintendent/Vice Presidents
Category:	College-Related Reports
Institutional Goal Supported:	
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President

MiraCosta Community College District Item Report

To:	Board of Trustees
From:	
Meeting Date:	June 25, 2026
Subject:	Instructional Services
Category:	College-Related Reports
Institutional Goal Supported:	
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President

MiraCosta Community College District Item Report

To:	Board of Trustees
From:	
Meeting Date:	June 25, 2026
Subject:	Student Services
Category:	College-Related Reports
Institutional Goal Supported:	
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President

MiraCosta Community College District Item Report

To:	Board of Trustees
From:	
Meeting Date:	June 25, 2026
Subject:	Administrative Services
Category:	College-Related Reports
Institutional Goal Supported:	
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President

MiraCosta Community College District Item Report

To:	Board of Trustees
From:	
Meeting Date:	June 25, 2026
Subject:	Human Resources
Category:	College-Related Reports
Institutional Goal Supported:	
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President

Item: XII.F.

MiraCosta Community College District Item Report

To:	Board of Trustees
From:	Sunita V. Cooke Ph.D. - Superintendent/President
Meeting Date:	June 25, 2026
Subject:	Office of the President
Category:	College-Related Reports
Institutional Goal Supported:	Goal 3 Goal 4
Approved for Consideration:	Sunita V. Cooke, Ph.D., Superintendent/President

Office of the President Update

Inclusion, Diversity, Equity, and Accessibility (IDEA)

The Board-approved reorganization of the Office of IDEA was completed during the spring semester. The addition of Academic Support and Equity (ASE) staff strengthened the capacity to serve students, support activities tied to closing equity gaps, and provide leadership for the opening and ongoing operation of the Equity Centers.

The Culturally Responsive Practices and Pedagogy (CRPP) work continues beyond the conclusion of the grant under the leadership of Israel Pastrana, Shawntae Mitchum, Kat Soto-Gomez, and Xuchi Eggleton in collaboration with the Office of IDEA. The team is developing a Canvas shell organized around eight themes identified by students as critical components of the classroom experience for historically marginalized populations. Each theme will include culturally responsive practices and pedagogical strategies designed to support faculty in creating more inclusive and equitable learning environments. The Canvas resources will be paired with workshop offerings to provide faculty with opportunities for engagement, application, and continued professional learning. This work will be highlighted during DEqCC's Cultural Competency Conference during Flex Week in fall.

The Office of IDEA continues to provide opportunities for MiraCostans to engage in Futures Thinking. The spring 2026 cohort of Developing a Futures Mindset, facilitated by Business faculty member Cyndi Darlington, concluded its seventh offering, bringing total participation to more than 160 employees. Spring Signal Spotters sessions examined key drivers of change, including demographic trends, the growing influence of algorithms on daily life, and evolving dynamics related to trust in institutions. In addition, Chief IDEA Officer Wendy Stewart served as a panelist for "The Future of Education" at the Association of California Community College Administrators Annual Conference in February.

The IDEA Advisory reviewed the Education Futures Plan through an equity lens, using a series of guiding questions to evaluate how effectively the plan integrated inclusion, diversity, equity, and accessibility considerations. At the invitation of Vice Presidents Wojcik and Pescarmona, the Advisory provided input on the plan's approach to addressing equity gaps, identifying systemic contributors to inequity, and ensuring that equity commitments were reflected through clear and actionable language. Advisory members expressed appreciation for being included in the review process, with several noting the value of gaining insight into how institutional plans are developed and the opportunity to contribute during the planning process.

Jose Antonio Vargas, author of this year's campus-wide book read, *Dear America: Notes of an Undocumented Citizen*, visited MiraCosta as the keynote speaker for spring All College Day and delivered a powerful presentation. Following his keynote address, he met with members of the APIDA community and students participating in the UPRISE program, and he signed books. More than 550 copies of the book were distributed to employees and students throughout the academic year. Engagement opportunities included book discussions as part of Pilipinx American History Month, hybrid book club meetings organized by Joyful Teacher Erica Duran in partnership with the Office of IDEA, and distribution through the UPRISE Program during Undocumented Student Success Week. The IDEA Advisory is currently reviewing submissions for the 2026–27 campus-wide book read, with the selected title to be announced and distributed during fall All College Day.

The Bias Education Support Team (BEST) presented at the 2026 National Association of Diversity Officers in Higher Education (NADOHE) Conference on the session “Beyond Crisis Management: Preparing for Multiple Futures in Higher Education.” The presentation highlighted how colleges can apply futures thinking and scenario planning methodologies to proactively prepare for and respond to potential impacts related to anti-DEI efforts. BEST continues to meet monthly to identify emerging trends, monitor campus climate concerns, and develop proactive strategies that support an inclusive learning and working environment while ensuring the college remains responsive to evolving local, state, and national conditions.

Accessibility

Aaron Holmes is currently serving as the Interim Manager, Digital Accessibility and Compliance, providing leadership to advance MiraCosta College's digital accessibility and compliance efforts. During the academic year, he provided individualized accessibility support to 21 faculty members, delivered discipline-specific training through instructional department meetings, and partnered with Online Education to offer bi-weekly Accessibility and Universal Design for Learning (UDL) workshops. District-wide trainings addressed topics including Title II compliance, Canvas, email accessibility, web accessibility, Venngage, Word, and PowerPoint. In addition, $35,000 in Distance Education Captioning and Transcription (DECT) grant funding supported the captioning and audio description of 203 hours of instructional media across 40 course sections. In collaboration with ITS, Aaron also led the implementation of DocAccess, resulting in the remediation of 2,339 PDFs totaling 37,722 pages into accessible HTML formats. The district further expanded its accessibility infrastructure through the acquisition of Grackle Workspace, which integrates accessibility checking capabilities into Google Docs, Sheets, and Slides.

The Accessibility Workgroup, led by Aaron Holmes and Kristina Londy, continues to develop a comprehensive districtwide Accessibility Plan that outlines compliance requirements while emphasizing accessibility as a critical equity-minded practice. The plan will incorporate feedback from the California Community Colleges Accessibility Center through the college's participation in the ACMM pilot, and the workgroup continues to prepare for anticipated ADA Title II updates. Completion of the first-level draft of the Accessibility Plan is anticipated by fall 2026.

Aaron Holmes, Kristina Londy, and Wendy Stewart presented at the Global Accessibility Awareness Day event hosted by the California Community Colleges Accessibility Center. Their presentation, “Beyond Compliance: Building a Sustainable Culture of Accessibility Through Community and Collaboration,” highlighted the district’s collaborative approach to advancing accessibility through shared responsibility, community engagement, and long-term institutional transformation.

Student Equity/Academic Success & Equity (ASE) Programs

A delegation of 10 classified professionals, faculty, and administrators attended the 2026 Pathways to Equity Conference hosted by the California Community Colleges Chancellor's Office in San Diego. The conference focused on supporting implementation of the 2025–2028 Student Equity Plans and advancing the goals outlined in Vision 2030. Participation provided opportunities to strengthen cross-departmental collaboration, enhance understanding of statewide equity initiatives, and identify strategies that align Student Equity planning with Guided Pathways, culturally responsive student support, and institution-wide systems change. The convening also reinforced the importance of race-conscious and community-informed approaches that move beyond compliance-oriented practices towards transformative student outcomes.

The Student Equity Department is planning for the opening of the Equity Centers, which are

designed to provide culturally relevant academic and student support services aimed at closing equity gaps for disproportionately impacted students at MiraCosta. The Equity Centers are intentionally designed to serve as both "home bases" and "launch pads," combining identity-conscious support with intentional connections to academic and career pathways, leadership development, transfer opportunities, career exploration, wellness resources, and broader campus engagement. This framework, developed by Kristina Londy, Director of Student Success and Equity, recognizes that student success is strengthened when students experience both meaningful connections and intentional pathways toward achieving their educational and personal goals. Each Equity Center hosted an information session to contextualize the framework for the specific Equity Center, highlight the Academic Success and Equity program housed in the space, and the additional resources offered to students. Transitions into the new spaces will take place over the summer, with the Equity Centers scheduled to open in fall 2026.

The department is working on aligning History and Heritage Month programming with the focus areas of the Equity Centers, creating opportunities for integrated programming and expanded year-round engagement related to identity, culture, history, and belonging. This work is intended to ensure that History and Heritage Month activities remain collaborative, educational, and connected to student success and equity goals.

Black Student Success programming included the commemoration of the 100th anniversary of national Black History Month, guided by the theme of educational freedom and using Underground Railroad quilt symbolism to connect historical and contemporary experiences. Programming addressed topics including voting rights, financial literacy, homeownership, mental health, professional development, Black foodways, and cultural expression. Black Student Success Week (April 20–24) centered on the theme Revolution: (RE)Defining Black Student Success and featured an intergenerational dialogue facilitated by Dr. India Pierce, résumé development workshops, the Business Attire Drive and BLOC Community Career Closet, and participation in statewide Chancellor's Office events, including Advocacy Day. The annual Rites of Passage Ceremony, held on May 13, 2026, recognized Black graduates, transfer students, and certificate earners across credit and noncredit pathways and included recognition of Umoja and A2MEND participants. Planning is also underway for Umoja Summer Bridge 2026, which will take place June 15–July 10 and support incoming students through academic readiness, leadership development, cultural affirmation, and community building.

Latine Student Success programming included the naming process for the Equity Center serving Latine students. More than 250 students provided feedback through surveys and engagement activities at the Oceanside Campus and Community Learning Center, resulting in the selection of the name El Centro. The process emphasized student voices and reflected the center's role as a place of connection and belonging. In addition, Celebración de Excelencia brought together families and the MiraCosta community to recognize the accomplishments of 73 graduating students.

ASE Program Updates

- A2MEND: Eight students and five professional staff attended the annual A2MEND Summit in Long Beach (March 4-6), themed "Sacred Work: (Re)membering, (Re)storing, (Re)birthing Black Men and Boys." Students engaged with keynote speakers and workshops focused on academic and career development. The A2MEND and Umoja programs continued their Rooted in Wellness workshop series with the Health Sciences Academic and Career Pathway (ACP), offering sessions on hypertension and Type 2 diabetes. For 2025-26, A2MEND students earned 14 degrees and 9 certificates. Additionally, 93% completed matriculation, 99% developed an abbreviated education plan, and 77% developed a comprehensive education plan.

- Mana: Mana scholars presented at the Pacific Islander Student Association (PISA) Conference and the Association for Social Anthropology in Oceania (ASAO) Conference, and engaged in cultural programming with CSU San Marcos. Six Mana scholars helped lead MiraCosta's Women's Rugby team to a national runner-up finish, and one student earned a Division I rugby scholarship. Ten graduates were celebrated at the annual Mana Fa'au'unga. Alumni continued to achieve academic milestones, including serving as commencement speakers and completing graduate degrees.

- Puente: The Puente Program welcomed 48 Puentistas for spring semester and opened the term with a mentor breakfast. Twenty-five individuals expressed interest in serving as mentors. Award-winning author Reyna Grande led a writing workshop and book talk that generated 167 RSVPs. The annual Northern California University excursion took 42 students and four faculty members to UC Berkeley, UC Santa Cruz, and UC Davis. The semester concluded with the end-of-year celebration, honoring graduating and first-year Puentistas alongside their families.

- RAFFY: The RAFFY Program hosted a welcome event, a horticulture workshop, a student-led painting workshop in recognition of National Foster Care Awareness Month, and a community barbecue. Eight students graduated, including six who transferred to four-year universities and were honored at the EOPS Recognition Luncheon. The program also strengthened community partnerships through outreach with San Pasqual Academy and the organization Just in Time.

- SPHERE: the program held 12 Rainbow Circles, a weekly co-creative student study space that saw 52 students across the semester. In collaboration with the GSA student club, the program offered four workshops on LGBTQIA+ identity affirmation and performance arts. SPHERE hosted the annual LGBTQIA2S+ CCC Summit Viewing Party with 11 students and 10 faculty and staff in attendance. In partnership with the North County LGBTQ Center, Career Services, and the Library, SPHERE offered workshops on job applications, scholarship resources, and harm reduction. At the Prom Pamper Party, 98 students visited the SPHERE/GSA resource table, 24 accessed the free closet for gender-affirming attire, and 17 received free haircuts. Seven scholars were celebrated at the 7th annual Lavender Celebration.

- Transitions Scholars: The Transitions Scholars Program supported students through weekly Community Dinners, Friday check-ins, peer mentor support, and individualized referrals to academic, basic needs, and counseling services. Two students represented MiraCosta as panelists at the Beyond the Bars Conference at Columbia University, and students participated in the Rising Scholars 2030 Conference. The program launched From the Streets to the Seats Volume 2, and closed the year with a celebration attended by more than 100 students, families, staff, and community partners. The program also received an Honorable Mention for the ASCCC 2025-26 Exemplary Program Award.

- Umoja: The Umoja Program hosted 12 Village Hour sessions during spring 2026, serving as a space for studying, counseling support, deadline reminders, and community. For 2025-26, 92% of Umoja students completed matriculation, 97% developed an abbreviated education plan, and 80% developed a comprehensive education plan. MiraCosta hosted all Region 6 Umoja program leads on May 1, with discussions focused on regional retreat planning, resource sharing, and student leadership. The Umoja Global Institute launched its second cohort, designed to re-

center education around African epistemologies and culturally grounded practice. The MiraCosta Umoja team is exploring cohort participation for campus professionals.

- UPRISE: students and their families were celebrated at the Monarch Celebration end-of-year event. Emergency grants were distributed to 21 students. Twenty-two students participated in the new Affirmation Agreement, which paired students with monthly academic check-ins. Representatives from Immigrants Rising and UndocuProfessionals facilitated entrepreneurship workshops. HELS (Higher Education Legal Service) delivered Know Your Rights Workshops and a Family Preparedness Workshop across campuses and was recognized with a program award for their service to the MiraCosta community. Students were introduced to the new Equity Center for UPRISE, which is scheduled to open in fall 2026.

Office of Institutional Advancement (IA)

The Office of Advancement's purpose is to engage the community to enhance the value and impact of MiraCosta College. The team comprises the Public Information Office (PIO) and the Development/Foundation Office, which together support MiraCosta College alumni.

Presidential Transition

In celebration of Superintendent/President Dr. Sunita Cooke's legacy, the college has launched several initiatives recognizing her transformative leadership and lasting impact on MiraCosta College.

The Office of Advancement published a special spring 2026 edition of *Transforming Lives* honoring Dr. Cooke's contributions to student success, innovation, and institutional growth. Through stories and reflections from across the college community, the publication highlights the profound influence of her leadership on students, employees, alumni, and the region.

Students and employees also participated in four events, called "Cookies with Cooke", held across MiraCosta College campuses and centers. Cookies with Cooke provided opportunities for the College community to share appreciation, reflect on Dr. Cooke's tenure, and celebrate her service to the College. Photo Album.

The celebration will culminate with the Coastal Celebration on June 13, a fundraising event benefiting Sunny's Futures Fund. The event honors Dr. Cooke's commitment to expanding student opportunity and supporting educational equity. Additional information is available at miracosta.edu/sunny.

To date, our community has gifted $238,000 towards the Sunny Futures Fund. All proceeds from the paddle raise, along with a matching gift of $100,000 from the MiraCosta College Foundation, will also contribute to the Sunny Futures Fund.

Advancement Led Events

The Office of Advancement hosted scholarship donors and recipients at the annual Scholarship Awards Celebration on February 27. It was a powerful evening highlighting the impact of donor-supported scholarships on our students' lives. Student speakers Francesca and Andrew shared moving stories of resilience and ambition, reminding us of the diverse pathways our students pursue. Photo Album.

Fundraising Success
The MiraCosta College Foundation is celebrating its most impactful year to date. With $3.85 million raised this fiscal year, including a landmark $1 million anonymous gift, the Foundation expanded scholarships and critical emergency aid.

The anonymous $1 million gift transformed our ability to support students this spring by funding scholarships for an additional 550 students. This extraordinary investment provided $86,500 in Gap Scholarships, ensuring that *every* eligible student received an award, and launched $200,000 in Persistence Scholarships, designed to remove barriers and keep students enrolled through the fall 2026 semester.

In total, the Foundation delivered $1.3 million in direct support to 1,300 students this academic year, a 32% increase over last year and a powerful testament to the community's belief in our students.

Sponsorship support also reached new heights. The Foundation secured over $140,000 in sponsorships across two major events: Dr. Sunny Cooke's Coastal Celebration, and the Annual Community Leaders Breakfast: Report to the Region. Additional milestones include $719,978 in grants secured and $184,637 raised for Resilience Funds, further strengthening our ability to meet student needs.

Communications
MiraCosta College's marketing and communications efforts continue to earn recognition at both the state and national levels for their creativity, strategic impact, and authentic storytelling.

In 2026, the College received five awards from the Community College Public Relations Organization (CCPRO), including two Gold awards for *Transforming Lives* and the "Feel Good Friday" video series, as well as honors for social media management, digital advertising, and the *Built to Adapt* campaign. Earlier this year, MiraCosta also earned three National Council for Marketing & Public Relations (NCMPR) Paragon Awards, including Gold awards for the College's 90th Anniversary campaign and *Transforming Lives* publication, and a Bronze award for the Social Media Swag Drop campaign. These recognitions reflect the Office of Advancement's commitment to strategic, student-centered communications that strengthen enrollment, engagement, community connection, and institutional visibility, while highlighting the transformative impact of MiraCosta College.

Alumni Engagement
The Office of Advancement hosted Alumnipalooza on April 18 in collaboration with Student Life and Leadership to celebrate graduating students and welcome them into the MiraCosta College alumni community. The event provided an opportunity for students to learn about alumni benefits, connect with fellow graduates, and begin building a lifelong relationship with the College. Through this partnership, graduating students were actively invited and engaged in the celebration, strengthening alumni connections and fostering continued involvement with MiraCosta College beyond graduation. Photo Album.

The Office of Advancement also continues to enhance alumni engagement through the ongoing redevelopment of the College's alumni website and the integration of alumni records into TargetX. This effort will provide access to more than 150,000 alumni contacts, creating new opportunities for communication, engagement, event participation, volunteerism, and philanthropic support. Together, these initiatives are establishing a stronger foundation for long-term alumni relations and expanding the College's ability to connect with graduates throughout their lifelong relationship with MiraCosta College.

MiraCosta College's Alumni Day of Giving was a success, raising more than $5,500 to support scholarships and direct emergency aid for students. This year's campaign was further strengthened by a matching gift from MiraCosta College Foundation Board Member Alma Flores. The success of the campaign reflects the strength of the College community and its shared commitment to helping students persist, achieve their goals, and complete their educational journey.

MiraCosta College in the Media
Through press releases, media outreach, and monitoring, the office aims to increase College awareness, support enrollment goals, and enhance stakeholder relations. MiraCosta had 928 media mentions and 11 press releases from January to May 2026.

Electronic E-Newsletters:

- **MiraCostan:** Weekly communication to employees (approximately 2,500 recipients with an average 95% open rate)
- **MiraCosta Spotlight:** Monthly communication to internal audiences and the greater community (approximately 60,000 recipients with an average 20% open rate)
- **MiraCosta College Board of Trustees Meeting Recap:** Monthly communication to internal audiences (approximately 2,500 recipients with an average 95% open rate)

Notable Media Stories:

- 2.17.2026 Opinion: California's resilient community colleges are built for what comes next, *Times of San Diego*
- 3.14.2026 MiraCosta president among local Women of Impact honorees, *North Coast Current*
- 4.17.2026 Carlsbad extends contract with MiraCosta for Technology Career Institute, *The Coast News*
- 4.23.2026 Gates, SD foundations partner to connect local students with colleges and careers, *Times of San Diego*
- 4.28.2026 Five MiraCosta College students named Academic Merit medalists, *North Coast Current*
- 5.7.2026 MiraCosta College is semifinalist for Aspen Prize excellence award, *North Coast Current*
- March/April 2026 issue of The Osider Magazine, the article "Oceanside's Finest: Raye Clendening" highlights the longtime educator and community leader whose decades of service have shaped the Oceanside community.
- La Revista Binacional San Diego (No. 14, Primavera 2026), the article "Virtud, Liderazgo y Comunidad: Mujeres en San Diego" features Elba Gómez, assistant superintendent and vice president of administrative services at MiraCosta College.

Notable Videos:
2026 Commencement Highlights Scholarship
Recipient Highlights:

- Julian
- Jack

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

During the spring semester, the office has kept exceptionally busy leading complex institutional research initiatives, expanding the college's data infrastructure, and delivering actionable insights to advance equity, student success, and institutional efficiency across the District.

First-Time-In-College (FTIC) Student Longitudinal Study

A primary focus of our advanced analytics workflow this semester was the culmination of a multi-method study investigating psychosocial constructs, enrollment patterns, and academic outcomes for our fall 2025 First-Time-In-College (FTIC) cohort. We processed multi-layered datasets to build a master file combining Qualtrics survey data ($n = 340$) with extensive demographic indicators, college support touchpoints, and persistence outcomes into spring 2026. Following descriptive and sample representativeness evaluations to establish survey weights, we applied advanced statistical modeling to the data—including Confirmatory Factor Analyses (CFA), mixed-indicator Latent Class Analyses (LCA), and Structural Equation Modeling (SEM)—to establish an innovative five-class student typology and chart structural impacts on student success. This foundational research was synthesized into a population report for the Enrollment Management Team, and was selected for a poster session and companion paper at the state-level RP Group Conference.

Student Surveys, Belonging, and K-12 Outreach Analytics

The office directed several large-scale survey operations to evaluate student climate and regional outreach. We successfully administered the spring iteration of the *Sense of Belonging Survey* ($N = 1,297$) to both credit and noncredit students. Preliminary scaling analyses reveal that overall averages for both General College Sense of Belonging and Classroom Sense of Belonging have increased slightly across the student body since the previous baseline administration in fall 2023. Additionally, we deployed a comprehensive regional survey to over 1,500 local high school students to gauge the institutional impact of our Credit by Exam courses. The survey achieved an exceptional response rate of over 60%, and complex statistical analyses are currently underway to assess how these early college pathways influence subsequent matriculation and academic confidence.

Adult High School, Noncredit, and Career Education Initiatives

To support the college's expanding noncredit pathways and Career Education (CE) programs, we spearheaded several data infrastructure and outreach analytics initiatives. We developed iterative active enrollment tracking systems for the Adult High School (AHS) Embedded Counseling initiative across multiple critical intervals to monitor AHS, noncredit English, and noncredit math enrollments. Additionally, a recurring monthly noncredit applicant monitoring system was established to allow student services to perform direct individual outreach to incoming noncredit students. We also developed data portfolios for the California Noncredit and Adult Education Regional Consortium (CNCAEC) Board, evaluated student success metrics across various instruction modalities, and deployed an ESL/NCESL "flash" survey targeting recently stopped-out students to identify systemic barriers and drop reasons to inform enrollment management interventions.

Grants, Equity, and Departmental Research Support

The office provided vital research support to external grants and departmental equity reviews. Key accomplishments included delivering detailed student-parent metric configurations to support the CCAMPIS grant proposal for the Child Development Center, and provisioning demographic breakdowns for participants in the Prebys Foundation grant-funded initiatives. To guide institutional conversations around equitable outcomes, we launched a comprehensive longitudinal assessment to measure the impact of the *Pedagogy of Real Talk (PRT)* framework

on student success and course retention. Further, we engineered an anonymized Section-Level Student Success and Retention Dashboard for the Biology Department to support equity-minded course reviews, executed the annual Part-Time Faculty Health Survey to track regional employment patterns and healthcare costs, and evaluated curricular completion patterns within Liberal Arts degrees to uncover the most common course configurations utilized by degree earners.

Dashboard Engineering and Student Learning Outcomes
In alignment with our districtwide data visualization strategy, we directed several major dashboard overhauls and survey operations. We processed spring 2026 data to upgrade and republish the interactive *Sense of Belonging Dashboard*, along with updating performance metrics for the STEM Learning Center (STEMLC) and the SALSA program. Progress also advanced on Student Learning Outcomes (SLO) tracking, featuring the structural development of a modernized Course Student Learning Outcomes (CSLO) Dashboard and the initiation of a brand-new Core Competency Dashboard utilizing live rubric data pulled from Canvas. On the qualitative side, we generated advanced transcript analysis and thematic codebooks using localized language model protocols. For instructional evaluation, disaggregated Academic Career Pathway (ACP) data was compiled for the Philosophy department to evaluate the enrollment appeal of critical General Education areas (such as PHIL 100) relative to competing course sequences.

Data Warehouse Architecture, Governance, and Compliance
Underpinning these analyst-facing achievements, we maintained and expanded the MiraCosta College Datawarehouse environment. Vital systems upgrades included updating the structural school categories for program review to reflect institutional alignment shifts for Automotive Technology and Horticulture courses. To satisfy stringent compliance and state reporting mandates, we validated and processed the spring IPEDS submissions—including the Human Resources, Finance, and fall enrollment surveys—leveraging newly optimized, automated Custom SQL and R scripts. Furthermore, complex datasets were successfully certified for the FY 2026-27 Perkins Headcount and comprehensive demographic data matrices were compiled for the multi-institutional regional K-16 Collaborative Grant.