



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

REGULAR MEETING
4 P.M. – THURSDAY – APRIL 16, 2026
COMMUNITY ROOM – COMMUNITY LEARNING CENTER
1831 MISSION AVENUE – OCEANSIDE, CA

AGENDA

I. CALL TO ORDER AND REPORT OUT FROM CLOSED SESSION

II. FLAG SALUTE / ROLL CALL

III. APPROVE MEETING MINUTES

- A. Special Meeting/Closed Session of March 12, 2026
- B. Workshop of March 12, 2026
- C. Regular Meeting of March 12, 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 three (3) minutes per agenda item and a total of fifteen (15) minutes of public comment on any one item, unless waived by the board. Non-English speakers utilizing a translator will have six (6) minutes to directly address the board. Consent items are considered routine and customary district business, and are voted on in one vote; however, a board member or a member of the audience may request that an item listed on the consent items be removed and considered individually.

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

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

V. CHANGES IN AGENDA ORDER

VI. PRESENTATIONS

- A. Spotlight on Career Education Programs and Outcomes - Design

VII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions
- B. Approve Professional Experts Salary Schedule Human Resources Consultant
- C. Ratify Memorandum of Understanding 26-02 with Faculty Assembly (New Full-Time Faculty Institute)
- D. Ratify Memorandum of Understanding 26-01 with Associate Faculty (Light the Fire)
- E. Ratify Memorandum of Understanding 26-03 with Faculty Assembly (Light the Fire)
- F. Approve Job Description, Chief Information Systems Officer and Salary Schedule
- G. Approve Curriculum for 2026-2027 Catalog, Part III
- H. Approve College and Career Access Pathway Partnership Agreement with Coastal Academy Charter
- I. Approve College and Career Access Pathway Partnership Agreement with San Marcos Unified School District
- J. Approve 2026-2027 Material Fees List
- K. Approve Legal Services Rate Amendment
- L. Approve Oceanside Furniture, Fixtures, and Equipment for Various Oceanside Projects
- M. Approve Purchase of Oceanside Campus Leased Trailers
- N. Approve District-Wide Modernization Project
- O. Approve District-Wide Mechanical Equipment Replacement Project
- P. Approve Renewal of Okta Identity and Access Management Security Software
- Q. Approve AV Equipment Purchase for Classroom Technology Refresh and Replacement
- R. Approve Contract for RFP #03-26 Classification and Compensation Study to The Segal Company
- S. Approve Purchase from Community College Library Consortium for FY2027
- T. Ratify and Approve Contracts and Purchase Orders

VIII. FIRST READ – BOARD POLICIES

- A. Board Policy 2200 – Board Duties and Responsibilities

IX. ACTION ITEMS

- A. Consider and Adopt Resolution No. 14-25/26 to Reduce or Eliminate Classified Services
- B. Approve MiraCosta Community College District Classified Employee Manual
- C. Appoint ICBOC Member
- D. Approve Naming of Bio Processing Lab 13103, Within Biotechnology/Chemistry Building 13
- E. Adopt Resolution 15-25/26: Authorize Purchase of Modular Buildings from Class Leasing, LLC
- F. Adopt Resolution 16-25/26 Authorize Purchase of Modular Buildings with Williams Scotsman

X. INFORMATION

- A. Superintendent/President Search Update
- B. Role of Board Parliamentarian

XI. COLLEGE-RELATED REPORTS

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

XII. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

XIII. ADJOURNMENT

UPCOMING MEETINGS

**4 p.m. – May 7, 2026
Workshop**

**4 p.m. – May 14, 2026
Regular Business Meeting**

In compliance with Government Code §54957.5, nonexempt writings that are distributed to a majority or all of the MiraCosta Community College District Board of Trustees in advance of their meetings may be viewed at the Office of the Superintendent/President, One Barnard Drive, Oceanside, California, or by clicking on the Board of Trustee's website at <http://www.miracosta.edu/OfficeOfThePresident/BoardofTrustees/Agendas.htm>. Such writings will also be available at the board meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Julie Bollerud, executive assistant to the superintendent/president, at 760.795.6840 or by email at jbollerud@miracosta.edu.

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



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

MINUTES OF CLOSED SESSION MEETING

March 12, 2026
(DRAFT)

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in closed session on Thursday, March 12, 2026, in Room 1116 on the San Elijo Campus. President Frank Merchat called the meeting to order at 12:01 p.m.

II. FLAG SALUTE / ROLL CALL

Board members present:

| | |
|-----------------|---------------|
| Rick Cassar | Frank Merchat |
| Raye Clendening | Anna Pedroza |
| Heather Conklin | |
| Ann Crosbie | |

Board members absent:

Jackie Simon

Administrators present:

Assistant Superintendent/Vice President of Administrative Services Elba Gomez
Assistant Superintendent/Vice President of Human Resources Hayley Schwartzkopf

Others present:

Legal Counsel Kelly Cauvel (virtual)

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

None.

IV. DECLARE NEED FOR CLOSED SESSION

At 12:01 p.m., the Board announced the need to enter closed session, along with Assistant Superintendent/Vice President Elba Gomez and Assistant Superintendent/Vice President Hayley Schwartzkopf, as well as legal counsel, to discuss the following topics:

A. Conference with Labor Negotiators

(Pursuant to Government Code Section 54957.6)

Agency designated representatives: Assistant Superintendent/Vice President Alketa Wojcik and Assistant Superintendent/Vice President Hayley Schwartzkopf
Employee organizations: All

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

(Pursuant to Government Code section 54957)

C. Conference with Legal Counsel, Anticipated Litigation, Number of Potential Cases: 1

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

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

At 1:25 p.m., the board returned to open session to report the following:

A. Conference with Labor Negotiators

(Pursuant to Government Code Section 54957.6)

Agency designated representatives: Assistant Superintendent/Vice President Alketa Wojcik, and Assistant Superintendent/Vice President Hayley Schwartzkopf

Employee organizations: All

No report.

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

(Pursuant to Government Code section 54957)

The Board approved the termination of a probationary classified employee with a vote of 6-0-0 (one absence).

C. Conference with Legal Counsel, Anticipated Litigation, Number of Potential Cases: 1

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

No report.

VI. ADJOURNMENT

The meeting adjourned at 1:25 p.m.

MINUTES APPROVAL:

Frank Merchat
President

Sunita V. Cooke
Superintendent/President



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

MINUTES OF WORKSHOP

MARCH 12, 2026
(DRAFT)

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, March 12, 2026, in Room 1131 on the San Elijo Campus. President Merchat called the meeting to order at 1:32 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
Associate Vice President and Chief IDEA Officer Wendy Stewart

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

None.

IV. CHANGES IN AGENDA ORDER

None.

XIV. HIRING COMMITTEE TRAINING WORKSHOP

With extensive experience in anti-bias training, both Hayley Schwartzkopf, assistant superintendent/vice president of Human Resources, and Dr. Wendy Stewart, associate vice president and chief IDEA officer, provided a two-hour session focused on best practices for equitable hiring and effective search processes to ensure the Board of Trustees and the hiring committee received guidance grounded in proven strategies. Applicable state and federal nondiscrimination laws, the educational benefits of workforce diversity, and the identification and elimination of bias in hiring decisions were covered. The training was designed to help participants recognize unconscious bias and apply safeguards that support a fair, equitable, and high-integrity search process.

V. ADJOURNMENT

The meeting adjourned at 3:35 p.m.

MINUTES APPROVAL:

Frank Merchat
President

Sunita V. Cooke
Superintendent/President



MIRACOSTA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

MINUTES OF REGULAR MEETING

MARCH 12, 2026
(DRAFT)

I. CALL TO ORDER

The Board of Trustees of the MiraCosta Community College District met in open session on Thursday, March 12, 2026, in Room 1131 on the San Elijo Campus. President Merchat called the meeting to order at 4:04 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. APPROVE MEETING MINUTES

A. Special Meeting/Closed Session of February 19, 2026

B. Regular Business Meeting of February 19, 2026

By motion of Trustee Simon, seconded by Trustee Clendening, the Board approved the minutes of the special meeting/closed session and regular business meeting of February 19, 2026.

Vote: 7/0/0

Aye: Cassar, Clendening, Conklin, Crosbie, Merchat, Pedroza, Simon

Abstentions: None

Absent: None

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

Associated Student Government (ASG) President Diego Padilla provided public comment about ASG-related activities and invited all to attend an ASG meeting.

Associate Faculty and President of the Academic Associate Faculty Union Krista Warren provided an update about the important role of associate faculty at the college.

Instructional Dean Lauren Halsted welcomed the Board to the San Elijo Campus and shared some upcoming events and activities (Donuts with the Dean and Director to meet students; Cookies with Cooke; a College and Career Fair with an expected 2,500 students; and a scheduling party once the Summer and Fall Class Schedule is released).

V. CHANGES IN AGENDA ORDER

None.

VI. PRESENTATIONS

A. 2025 Annual District and Measure MM Audit Presentation

Highlights from the 2025 annual district and Measure MM audit report were provided by Rick Alonzo from Eide and Bailly.

The general audit provided three opinions: on the financial statements, on federal compliance, and on state compliance. The district received unmodified opinions in all areas, indicating that the financial statements are fairly stated in accordance with generally accepted accounting principles, federal awards requirements were met, and state compliance standards were satisfied. No audit adjustments, findings, or recommendations were noted.

A financial and performance audit was also conducted for Measure MM. The audit received an unmodified opinion with no audit adjustments and confirmed all expenditures were appropriately spent on voter-approved projects. No findings or recommendations were noted for the Measure MM audit; it was a clean, unmodified opinion with no audit adjustments.

B. Sabbatical Report

Dr. Robert Kelley, Psychology Department faculty member, presented on accessibility and equity in teaching with a focus on increasing student engagement in behavioral statistics. He described transforming a 450-page workbook to be fully accessible for all learners, including those using assistive technology, which is now integrated into his coursework. The workbook is available in print, on mobile devices and computers, and as an audiobook with built-in AI support and translation to over 180 languages.

All resources are publicly available on the college website. Dr. Kelley emphasized the importance of accessibility, equity, and effective use of AI in learning, and he expressed gratitude for the opportunity to enhance student learning through his sabbatical project.

VII. CONSENT ITEMS

- A. Ratify Recommendations of Superintendent/President in Approving Personnel Actions**
- B. Approve Increase to Hourly Pay Rates for College for Kids Counselors**
- C. Approve Reorganization of Admissions and Student Support**
- D. Approve Out-of-Country Travel – Adrea Gonzalez-Karlsson**
- E. Approve FF&E Purchase of Outdoor Furniture from Corporate Spaces Inc. DBA Parron Hall for 3000 Series Building Project Oceanside Campus**
- F. Approve Transfer of Measure MM Bond Funds to Projects**
- G. Approve Oceanside Emergency Responder Radio Coverage Project Budget**

H. Approve FF&E Purchase for Oceanside Communications Hub, Equity Village, and Student Center

I. Ratify and Approve Contracts and Purchase Orders

Consent Item A was pulled for discussion.

By motion of Trustee Simon, seconded by Trustee Clendening, consent items B through I were approved.

Vote: 7/0/0

Aye: Cassar, Clendening, Conklin, Crosbie, Merchat, Pedroza, Simon

Abstentions: None

Absent: None

By motion of Trustee Pedroza, seconded by Trustee Clendening, consent item A was approved.

Vote: 6/0/1

Aye: Cassar, Clendening, Conklin, Crosbie, Merchat, Simon

Abstentions: Pedroza

Absent: None

VIII. ACTION ITEMS

A. Consider and Approve Appointment of Board Parliamentarian

By motion of Trustee Clendening, seconded by Trustee Simon, the Board discussed the appointment of a Board Parliamentarian. It was noted as a best practice and a way to share leadership in a process-driven manner.

Trustee Conklin, seconded by Trustee Clendening, amended the motion by specifying a pilot of the appointment of a Board Parliamentarian through December 2026, at which time the Board can assess the future need for the position.

Vote: 7/0/0

Aye: Cassar, Clendening, Conklin, Crosbie, Merchat, Pedroza, Simon

Abstentions: None

Absent: None

By motion of Trustee Conklin, seconded by Trustee Clendening, Trustee Cassar was nominated to serve as the Board Parliamentarian through December 2026. The nomination was accepted.

Vote: 7/0/0

Aye: Cassar, Clendening, Conklin, Crosbie, Merchat, Pedroza, Simon

Abstentions: None

Absent: None

B. Appoint Independent Citizens' Bond Oversight Committee Members

By motion of Trustee Clendening, seconded by Trustee Conklin, the Board approved the appointment of Amy McNamara-Hornsten, the support organization representative on the ICBOC, for a second term.

Vote: 7/0/0

Aye: Cassar, Clendening, Conklin, Crosbie, Merchat, Pedroza, Simon

Abstentions: None

Absent: None

C. Approve Submission of 2025 California Community Colleges Trustee Board Election Ballot

By motion of Trustee Cassar, seconded by Trustee Pedroza, the Board approved the submission of the 2025 California Community Colleges Trustee Board Election Ballot.

Vote: 7/0/0

Aye: Cassar, Clendening, Conklin, Crosbie, Merchat, Pedroza, Simon

Abstentions: None

Absent: None

IX. INFORMATION

A. Final Report Update of Emergency Declaration and Emergency Actions to Elevator Repair at the Oceanside Campus Building 14 Student Services

Assistant Superintendent/Vice President Gomez reported the elevator in the Student Services Building, which had been inoperable since an incident that occurred on September 8, 2025, is now repaired and operating with no issues. The final cost was \$52,789.40.

B. Annual District and Bond Measure MM Audit Services for FY2026/27

The annual district and Bond Measure MM audit services for FY2026/27 were provided as information.

C. Superintendent/President Search Update

Trustee Merchat shared that recruitment for the next superintendent/president is currently underway. AGB Search is conducting outreach and receiving nominations for prospective candidates. Individuals whose qualifications match the desired profile are encouraged to submit applications by April 10. Information can be found on our main MiraCosta College website. The screening and interview committee, along with the full Board, just completed anti-bias and hiring committee training to ensure a fair and equitable review process.

X. COLLEGE-RELATED REPORTS

A. Trustees Activities

Trustee Pedroza plans to take her granddaughter to the MiraCosta Theatre production of *Cinderella* this weekend.

Trustee Conklin attended the Women's Caucus event at Fullerton College, with panels on supporting women leaders, particularly women of color, and the impacts of immigration policies on undocumented students. Trustee Conklin, along with the Grossmont-Cuyamaca Community College District Trustee Julie Schorr, accepted the California's Women Caucus Legacy Award on behalf of Dr. Cooke. She participated in the Coffee and Convos: Careers in Social Sciences event, engaging with students. She also attended the Reproductive Justice Conference at the North County LGBTQ Resource Center and hopes to take her niece to the MiraCosta showing of *Cinderella*.

Vice President Clendening attended the play *Beyond the Bus: Jo Ann Robinson and the Real Story of the Montgomery Bus Boycott* at the Oceanside Public Library and a presentation titled *Echoes of Harlem* at the Carlsbad Library. She participated in a MiraCosta Foundation Board meeting, which reported raising \$2.7 million for students and is planning transition activities for Dr. Cooke, including onboarding new Board members and leadership. Vice President Clendening also attended the Foundation

Scholarship Awards, noting that students feel connected, supported, and well-prepared. Additionally, she participated in an Oceanside Museum of Art expansion campaign event and the Generational Black Pioneers salute honoring 10 women in Oceanside who contributed to educational opportunities.

Trustee Simon attended the first Sunday event at the Oceanside Museum of Art, where MiraCosta College students were actively participating and were well represented in printmaking activities. She noted it was enjoyable to see the exhibits and families attending the event, as well as former San Elijo Dean Dana Smith, who was volunteering.

Trustee Cassar attended two MiraCosta women's basketball games and participated in the Palomar Showcase, where MiraCosta was recognized. He also noted that the Cardiff Farmers Market, held at the San Elijo Campus, will celebrate its third anniversary this Saturday.

Trustee Crosbie attended events supporting candidates running for school board positions early in their campaigns, noting that down-ballot races are currently underway.

President Merchat has been working with AGB Search, and he expressed appreciation to Denée Pescarmona and Hayley Schwartzkopf for their time and commitment to the presidential search process. He also attended the Cardiff Farmers Market and a MiraCosta women's basketball playoff game.

B. Student Trustee

No report given.

C. Classified Employees

Classified Senate (CS) President Carl Banks reported on the importance of collegiality, and he expressed appreciation for strong working relationships. Work continues with the district and AAC on holiday closures reflected in the Academic Calendar to align with Classified Senate agreements. Appreciation was expressed for the recent update and collaboration on professional development (AP 7160). Classified Senate elections and nominations are open, with committee appointments in progress. A classified staff survey is being developed by classified professionals, with the help of Research, Planning, and Institutional Effectiveness (RPIE).

D. Faculty

Academic Senate (AS) President Curry Mitchell shared how ongoing support continues for accessibility and Universal Design for Learning through bimonthly workshops, which include topical sessions and Q&A/application segments covering both broad accessibility concepts and strategies for creating inclusive learning spaces. This work requires continued support, and he expressed appreciation for the dedicated faculty and staff who contribute.

The election cycle for the Academic Senate has concluded – Afifa Zaman will serve as vice president, and Jim Sullivan as president. Two new senators have been appointed, and four have been re-elected. Committee leads and members are currently being assigned. The spring plenary is upcoming, with a five-member team attending, including Krista Warren, associate faculty member, as the delegate for resolution and election voting, and Tacey Hosley, articulation officer.

E. Assistant Superintendents/Vice Presidents

1. Instructional Services

Assistant Superintendent/Vice President Pescarmona reported The North County Higher Education Alliance (NCHEA) is hosting the *Instruction with Imagination and Intelligence AI Summit* on Saturday, March 14, at the Palomar College Rancho Bernardo Education Center. Speakers will represent Cal State Fullerton, Cal State San Marcos, San Diego District, Palomar College, and MiraCosta College.

2. Student Services

Assistant Superintendent/Vice President Wojcik submitted a written report. Commencement will be held at Frontwave Arena. As of this morning, 294 students and 2,100 guests have RSVP'd. Each attendee must have a ticket to enter on the day of the event. Each graduate is eligible to receive 8 tickets for family and friends. The women's basketball team won in the playoffs and now is in the final four.

3. Administrative Services

Assistant Superintendent/Vice President Gomez reported Fiscal Services has begun budget meetings to review the FY2027 budget. Facilities is creating a list of projects to complete with Measure MM fund savings. The sustainability work group will meet next week to discuss single-use plastics and related initiatives. The TCI lease review and negotiations are complete and may go to the City of Carlsbad in April. ITS is advancing the CivicPlus agenda and meeting management project and planned training, and they will soon begin the cloud migration project with a consultant.

An RFP for the classification and compensation study has been completed, and a Food Service RFP is in process, with tastings this week and vendor interviews on March 23.

The College Police Department will conduct tabletop exercises for emergency preparedness next week.

4. Human Resources

Assistant Superintendent/Vice President Schwartzkopf reported final interviews for full-time faculty recruitment will be conducted over the next several weeks, beginning after spring break. A joint Academic Freedom presentation with the Academic Senate, Faculty Assembly, Academic Associate Faculty, Dr. Luke Lara, Dr. Wendy Stewart, and Vice President Hayley Schwartzkopf was held this morning, with part two scheduled for April 24, featuring scenario-based discussions for faculty, in response to the current political climate and a tentative agreement on changes to the Academic Freedom policy.

Rather than investing funds into the high cost of replacing inoperable microfiche equipment, aging microfiche files are being digitized, which is an enormous task and may delay Human Resources (HR) from responding to certain records requests.

Eleven vendors submitted proposals for the Classification and Compensation Study; three were interviewed, a vendor has been selected, and with the contract process underway, a request for Board approval is anticipated in April.

The semi-annual Workday update is scheduled for next week, with HR and ITS staff recognized, including Bonnie McFadden for her work in implementing changes and analyzing impacts. Registration for the six-week Bloom Wellness Challenge is open through March 30, with 91 employees forming 13 teams so far. HR recruitment and operations teams are merging to create HR business partners for divisions and departments, with staff training continuing next week during spring break. Senior HR technicians were thanked for their dedication to managing training alongside their existing workload.

F. Office of the President

Superintendent/President Cooke wished all a nice spring break, noting that many will remain on campus next week to continue work.

She provided updates on several recent and upcoming activities. A large-scale food distribution event was successfully held at the Oceanside Campus yesterday, while the Learning Centers continue to experience high volume as they support student needs. A comprehensive survey of the governance structure is now underway, with councils and committees conducting self-assessments over the coming months. Dean Chris Tarman and the RPIE team will compile findings to be discussed further by College Council.

Superintendent/President Cooke also shared plans to attend the Carlsbad Chamber's Awards Event and expressed appreciation to the City of Carlsbad for its continued support of the Technology Career Institute, including ongoing contract negotiations. Dr. Cooke will attend the MiraCosta Theatre production of *Cinderella* and, on Saturday, will participate in an event taking place at Point Loma Nazarene University. This event was hosted by Assembly Member Tasha Boehner to recognize women in leadership.

Additionally, she announced that the MiraCosta Foundation has now raised more than \$3 million in support of students in FY2025/26. The Office of Advancement team was recognized for its strong efforts and will continue to receive support during its current staffing transition. She also extended gratitude to Trustees and Foundation Board members for their commitment to attending numerous end-of-year events.

XI. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

None.



XII. ADJOURNMENT

The meeting adjourned at 5:27 p.m.

MINUTES APPROVAL:

Frank Merchat
President

Sunita V. Cooke
Superintendent/President

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|--|---|
| Subject: Spotlight on Career Education Programs and Outcomes - Design | Attachment: PowerPoint Presentation |
| Category: Presentations | Type of Board Consideration: <input checked="" type="checkbox"/> Information <input type="checkbox"/> Consent <input type="checkbox"/> Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input type="checkbox"/> Goal 2 <input type="checkbox"/> Goal 3 <input type="checkbox"/> Goal 4 |
| Recommended:  <hr/> Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND



As part of the Board’s request to review and learn about career education programs, the Design Department will be presenting content related to their overall program, including program innovations, work with employers, and student employment outcomes. The Design program serves a broad range of students, offering pathways for career preparation and transfer across multiple design and engineering disciplines.

STATUS

Dean Annie Ngo and Associate Dean Ben Gamboa will be joined by faculty in the Design Department to discuss data, challenges, and opportunities for career development.

RECOMMENDATION

For information only.

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

STATUS

1. Resignation of the following Classified employees:

Nashona Andrade, Human Resources Supervisor, position P-00078, effective March 26, 2026.

Caroline Taylor, Senior Business Systems Analyst, position P-00094, effective April 1, 2026.

2. Employment of the following classified employees:

Blake Bailey, Media Services Technician, ITS Technology Support Services, position P-05144, salary range 23, step 1, \$6,423.25 per month, full-time, 12 months per year, effective March 2, 2026. Blake was selected through an open recruitment process.

Greta Cavo, Admissions and Records Technician, Admissions and Records, position P-06176, salary range 20, step 1, \$5,888.66 per month, full-time, 12 months per year, effective March 16, 2026. Greta was selected through an open recruitment process.

Michael Flores, Custodian, Custodial, position P-00115, salary range 10, step 1, \$4,413.08 per month, full-time, 12 months per year, effective March 24, 2026. Michael was selected through an open recruitment process.

Maxwell King, Custodian, Custodial, position P-00116, salary range 10, step 2, \$4,654 per month, full-time, 12 months per year, effective March 24, 2026. Maxwell was selected through an open recruitment process.

Marlene Meraz, College Health Nurse, 11FS, Health Services, position P-13600, salary range 28, step 1, \$36,727.35 per year, 18 hours per week, 11 months spread over 12 months per year, effective May 12, 2026. Marlene was selected through an open recruitment process.

Anthony Rosado, Senior Science Lab Associate, 11FS, Chemistry, position P-00356, salary range 26, step 1, \$6,420.66 per month, full-time, 11 months spread over 12 months per year, effective April 6, 2026. Anthony was selected through an open recruitment process.

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

Miguel Aparicio, Custodian, Custodial, position P-00120, will serve as Interim Lead Custodian, Oceanside, Custodial, salary range 21, step 5, longevity year L-20, \$8,840.58 per month, full-time, effective March 24–June 30, 2026.

Sylvia Harrington, Senior Human Resources Technician, Human Resources, position P-09232, will serve as Interim Human Resources Systems Specialist, Human Resources, salary range 25, step 5, longevity year L-1, \$8,357.50 per month, full-time, effective February 24–June 30, 2026.

Timothy Mayr, Police Officer, Police Enforcement, position P-00309, served as Interim Police Sergeant, Police, salary range 34, step 5, longevity year L-11, \$11,704.25 per month, full-time, effective September 13–19, 2025, and January 2–11, 2026.

4. Permanent change of assignment for Lilah Shoukry, Student Services Coordinator, position P-10059, has accepted the position of Academic Division Administrative Assistant, position P-07321, salary range 21, step 5, longevity year L-10, \$7,924.60 per month, full-time, 10 months per year, effective March 2, 2026. Lilah was selected through the voluntary demotion process (section D.5.0 of the Classified Senate Employee Manual).
5. Employee 07432854 requests catastrophic leave donations in accordance with Board Policy 7345. Donations are needed, as the employee will exhaust all paid leave entitlements. The employee will need approximately 28.92 hours to remain in fully paid status through April 14, 2026.
6. Employee 07227920, in accordance with Board Policy 7345, requests a waiver to the limitation on how much of their available sick leave can be used for personal necessity leave as the employee will exhaust the personal necessity allowance for the 2025/26 fiscal year. Pursuant to the Classified Senate WCM, classified employees may use up to seven days of earned sick leave per fiscal year for the purpose of personal necessity leave.
7. Employee 00001135, in accordance with Board Policy 7345, requests a waiver to the limitation on how much of their available sick leave can be used for personal necessity leave as the employee will exhaust the personal necessity allowance for the 2025/26 fiscal year. Pursuant to the Classified Senate WCM, classified employees may use up to seven days of earned sick leave per fiscal year for the purpose of personal necessity leave.

8. Extension of unpaid parental leave for employee 07283505, pursuant to AP 7340, effective August 10, 2026–December 15, 2026, due to the expiration of the twelve-month leave period occurring during the school year.
9. In accordance with Administrative Procedure 7211.2.III, the individuals identified below have provided sufficient evidence of experience and/or education equivalent to the minimum qualifications established by the district to teach in the disciplines listed:

Stefan Ignatvski – Accounting
Melissa Iyengar – Biological Sciences

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

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

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

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

10. Employment of the following associate faculty members for the 2026 spring session, payable in accordance with the Collective Bargaining Agreement for Academic Associate Faculty:

| | | |
|---------|------|-------------------------|
| Walter | Sorg | Athletics & Intramurals |
| Richard | Carr | Letters |



11. 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 | | | | | | | |
|-------------------------|------------|-------------------------------------|------------|--|------------|------------|----------|
| Last Name | First Name | Job Title | Assignment | Department | Pay Rate | Start Date | End Date |
| Vazquez Chavez | Sandra | Administrative Support Assistant II | Short-term | Facilities | \$30.26/hr | 4/17/26 | 6/30/26 |
| Flood | Jeremy | Media Services Assistant | Substitute | ITS Technology Support Services | \$26.99/hr | 3/23/26 | 6/30/26 |
| Instructional Services | | | | | | | |
| Last Name | First Name | Job Title | Assignment | Department | Pay Rate | Start Date | End Date |
| Sanaei | Parmis | Academic Services Coordinator | Short-term | Academic and Career Pathways | \$40.41/hr | 4/17/26 | 6/30/26 |
| Lopez | Eulalia | Senior Science Lab Associate | Substitute | Chemistry | \$40.41/hr | 7/1/26 | 6/30/27 |
| Asamura | Noelani | College for Kids Counselor I | Short-term | Community Ed and Workforce Development | \$18.50/hr | 6/1/26 | 6/30/26 |
| Espinoza | Valerie | College for Kids Counselor I | Short-term | Community Ed and Workforce Development | \$18.50/hr | 6/1/26 | 6/30/26 |

| | | | | | | | |
|--------------------------------|-------------------|--|-------------------|--|-----------------|-------------------|-----------------|
| Jaberi | Parinaz | College for Kids Counselor I | Short-term | Community Ed and Workforce Development | \$18.50/hr | 6/1/26 | 6/30/26 |
| Shetula | Naomi | College for Kids Counselor I | Short-term | Community Ed and Workforce Development | \$18.50/hr | 6/1/26 | 6/30/26 |
| Torello | Sophia | College for Kids Counselor I | Short-term | Community Ed and Workforce Development | \$18.50/hr | 6/1/26 | 6/30/26 |
| Collignon | Lucas | College for Kids Counselor II | Short-term | Community Ed and Workforce Development | \$19.00/hr | 6/1/26 | 6/30/26 |
| DeJesus Solorio | Maritza | College for Kids Counselor II | Short-term | Community Ed and Workforce Development | \$19.00/hr | 6/1/26 | 6/30/26 |
| Gudino | Karely | College for Kids Counselor II | Short-term | Community Ed and Workforce Development | \$19.00/hr | 6/1/26 | 6/30/26 |
| Lopez | Kimberly | College for Kids Counselor II | Short-term | Community Ed and Workforce Development | \$19.00/hr | 6/1/26 | 6/30/26 |
| Madakasira | Amisha | College for Kids Counselor II | Short-term | Community Ed and Workforce Development | \$19.00/hr | 6/1/26 | 6/30/26 |
| Martinez Lopez | Diana | College for Kids Counselor II | Short-term | Community Ed and Workforce Development | \$19.00/hr | 6/1/26 | 6/30/26 |
| Morrow | Leila | College for Kids Counselor II | Short-term | Community Ed and Workforce Development | \$19.00/hr | 6/1/26 | 6/30/26 |
| Muagututia | Malini | College for Kids Counselor II | Short-term | Community Ed and Workforce Development | \$19.00/hr | 6/1/26 | 6/30/26 |
| Otero | Meng-Shan | College for Kids Counselor II | Short-term | Community Ed and Workforce Development | \$19.00/hr | 6/1/26 | 6/30/26 |
| Sabol | Megan | College for Kids Counselor II | Short-term | Community Ed and Workforce Development | \$19.00/hr | 6/1/26 | 6/30/26 |
| Martinez | Paola | College for Kids Lead Counselor | Short-term | Community Ed and Workforce Development | \$23.00/hr | 6/1/26 | 6/30/26 |
| Smith | Shehara | Horticulture Assistant | Short-term | Horticulture | \$32.07/hr | 7/1/26 | 6/30/27 |
| Gama | Anita | Administrative Support Assistant II | Short-term | School of Nursing, Health and Wellness | \$30.26/hr | 4/17/26 | 6/30/26 |
| Rodriguez | Brittany | Evaluator | Short-term | School of Nursing, Health and Wellness | \$37.06/hr | 4/17/26 | 6/30/26 |
| Office of the President | | | | | | | |
| Last Name | First Name | Job Title | Assignment | Department | Pay Rate | Start Date | End Date |
| Cooper | Laural | Administrative Assistant, Foundation & Development | Substitute | Institutional Advancement | \$38.14/hr | 4/9/26 | 6/30/26 |

RECOMMENDATION

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

| | |
|---|---|
| Subject: Approve Professional Experts Salary Schedule | Attachment: None |
| Category: Consent Items | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: Goal 1 Goal 2 Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommended:  Hayley D. Schwartzkopf, J.D. Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

The Human Resources Department has identified the need to engage hourly professional experts to support a range of specialized and project-based assignments. These assignments require unique expertise and skills that are not encompassed within the classified service and align within the definition of a professional expert.

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

STATUS



Human Resources is recommending the classification and compensation designations for the hourly Professional Experts listed below. These recommendations are intended to ensure appropriate placement based on demonstrated expertise and alignment with departmental needs.

The positions identified are recommended for classification as Professional Experts, effective May 1, 2026. Compensation placement will follow the established Professional Expert schedule, which assigns hourly rates based on verified years of experience in the relevant subject matter. Each position will require documented proof of prior experience directly related to the assigned project or specialized area of work.

| Title | Years of Experience | Hourly |
|-------------------|------------------------|--------|
| HR Consultant I | At least 5 years | \$45 |
| HR Consultant II | Between 5 and 10 years | \$65 |
| HR Consultant III | More than 10 years | \$95 |

RECOMMENDATION

Approve Professional Experts Salary Schedule, as stated above.

| | |
|--|--|
| Subject: Ratify Memorandum of Understanding 26-02 with Faculty Assembly (New Full-Time Faculty Institute) | Attachment: Memorandum of Understanding 26-02 |
| Category: Consent Items | Type of Board Consideration: <div style="text-align: center;"> <input checked="" type="checkbox"/> Information <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="text-align: center;"> <input type="checkbox"/> Goal 1 <input type="checkbox"/> Goal 2 <input type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4 </div> |
| Recommended:  <hr/> Hayley D. Schwartzkopf, J.D. Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

The district launched the New Faculty Institute for academic year 2025/26 to support newly hired full-time faculty in engaging in essential knowledge-building and community-building activities prior to the start of the fall semester. This format allows new faculty to fully participate in FLEX week activities rather than dividing their time between FLEX and orientation or onboarding sessions. Following an evaluation of the program, the district determined there is an ongoing need to offer the New Faculty Institute for academic year 2026/27. The institute will be led by two full-time faculty selected through mutual agreement between the Faculty Assembly and the Vice President of Instructional Services. The three-day institute will be planned collaboratively by the faculty leads and an Instructional Dean, with input from the Academic Senate, Faculty Assembly, the Vice President of Human Resources, and the Vice President of Instructional Services.

STATUS

The District and the Faculty Assembly have negotiated the terms and conditions of work to be performed and compensation to be paid and agreed to in the attached memorandum of understanding (“MOU”). The total not to exceed amount for the MOU is \$26,000.

RECOMMENDATION

Ratify Memorandum of Understanding 26-02 between MiraCosta Community College District and the MiraCosta Community College District Faculty Assembly, as stated.



MOU Between the
MiraCosta Community College District and
MiraCosta Community College District—Faculty Assembly
New Full-time Faculty Institute
26-02

This MOU clarifies and modifies the compensation and days for the New Faculty Institute for academic year 2026-2027 as specified in D.2.1 of the 2025-2028 collective bargaining agreement. Terms of the MOU are identified below:

1. For the 2026-2027 academic year, the New Faculty Institute will occur prior to the start of the fall FLEX week and run Wednesday, August 5 to Friday, August 7, 2026. This early start will allow faculty to engage in critical knowledge and community-building while also allowing them time to fully participate in FLEX week activities.
2. The New Faculty Institute will be led by two full-time faculty selected by mutual agreement between the Faculty Assembly and Vice President, Instructional Services. The Vice President, Instructional Services will send out a call for faculty leads to tenured full-time faculty interested in leading the Institute. Each full-time faculty lead will be compensated for 32 hours of work at the non-contractual, non-classroom rate for preparing and leading the New Faculty Institute. The Vice President, Instructional Services will designate an instructional dean to help the faculty leads coordinate the Institute. The three-day Institute will be planned by the faculty leads and the Instructional Dean, with input from the Academic Senate, Faculty Assembly, the Office of Human Resources and the Office of Instructional Services. Sixteen hours of programming for the Institute will focus on faculty-designated topics and eight hours of programming will focus on college-wide information and topics.
3. Each new faculty participant will receive a \$1,600 stipend for the three days of the New Faculty Institute.
4. New faculty participants and faculty leads will be compensated upon written confirmation by the VPIS to the Payroll Manager via spreadsheet. The written communication shall be sent by email at the conclusion of the New Faculty Institute.
5. By June 30, 2027, the Vice President of Human Resources, the Vice President, Instructional Services and the Faculty Assembly will assess the efficacy of the Institute and determine the need to extend this agreement.



This agreement will become effective upon approval. It shall expire on June 30, 2027.

Sunita V. Cooke, Ph.D.

Mary Gross, M.S.

Signature
Superintendent/President
MiraCosta Community College District

Signature
President
MCCCD Faculty Assembly

| | |
|--|--|
| Subject: Ratify Memorandum of Understanding 26-01 with Academic Associate Faculty (Light the Fire) | Attachment: Memorandum of Understanding 26-01 |
| Category: Consent Items | Type of Board Consideration: <div style="text-align: center;"> <input checked="" type="checkbox"/> Information <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action </div> |
| Institutional Goals: mcc.mission.statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="text-align: center;"> <input type="checkbox"/> Goal 1 <input type="checkbox"/> Goal 2 <input type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4 </div> |
| Recommended:  <hr/> Hayley D. Schwartzkopf, J.D. Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

For summer 2026, the Guided Pathways leadership team determined that a need existed to continue the Light the Fire Faculty Institute that will be designed to align with student-centered scheduling goals and objectives, including course redesign for shortened courses. The purpose of the two-day Light the Fire Faculty Institute is to provide faculty with the tools and confidence to redesign curriculum and courses to accommodate a variety of term-lengths and modalities. Faculty will be given the necessary time, space, and resources to explore innovative pedagogical practices to transform their in-person and online classroom environments by transitioning from traditional methods to dynamic, impactful teaching practices that enhance learning outcomes.

STATUS

The district and the Academic Associate Faculty have negotiated the terms and conditions of work to be performed and compensation to be paid and agreed to in the attached memorandum of understanding (“MOU”). The total not to exceed amount for the MOU, inclusive of both fulltime and associate faculty participants, is \$55,000..

RECOMMENDATION

Ratify Memorandum of Understanding 26-01 between MiraCosta Community College District and the MiraCosta Community College District Academic Associate Faculty, as stated.



MOU Between the
MiraCosta Community College District
and MiraCosta College Academic Associate Faculty
Light the Fire
26-01

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

- 1) For the Summer 2026, the Guided Pathways leadership team determined that a need existed to continue the Light the Fire Faculty Institute that will be designed to align with student-centered scheduling goals and objectives, including course redesign for shortened courses.
- 2) The purpose of the two-day Light the Fire Institute is to provide faculty with the tools and confidence to redesign curriculum and courses to accommodate a variety of term-lengths and modalities. Faculty will be given the necessary time, space, and resources to explore innovative pedagogical practices to transform their in-person and online classroom environments by transitioning from traditional methods to dynamic, impactful teaching practices that enhance learning outcomes.
- 3) Through a series of collaborative sessions, faculty will engage with elements of the Guided Pathways framework to make meaningful connections with students and redesign their courses. Participants will review and identify elements among the Course Outline of Record, syllabus, lesson plans, course assignments, and/or methods of feedback to students. A series of interactive workshops and discussions will cover pedagogical enhancement and practical applications in and outside the classroom. Participants will share best practices, learn from peer experiences, and experiment with new teaching techniques in a supportive environment.
- 4) By the end of the institute, faculty will have developed a toolkit of strategies and ideas ready to be implemented in their course(s). A Google form will be created where participants will submit detailed plans for implementing changes for the student experience in their class(es). Submission is a required element for completing the work and receiving the stipend.
- 5) The Guided Pathways Team will put out a call for faculty interested in participating in the summer 2026 Institute. The Guided Pathway leads will select faculty participants from a broad range of disciplines and departments of the college. The total number of faculty participants shall not exceed thirty (30) faculty members. Each faculty participant will make a commitment to attend the two full days of the institute.

- 6) Each faculty member participating in the Light the Fire Institute shall receive a stipend of \$1,200 upon the conclusion of the institute and submission of a detailed plan. This stipend will provide compensation for the faculty member's participation and work during the two-day Light the Fire Institute.
- 7) The Guided Pathways leads will be responsible for the design, instruction, facilitation, and project management of the Light the Fire Faculty Institute.
- 8) Faculty will be compensated upon written confirmation by the VPIS to the Payroll Manager after the conclusion of the institute and completion of deliverables. The written communication shall be sent by July 30, 2026.



This agreement will become effective upon approval. It shall expire on July 30, 2026.

Sunita V. Cooke, Ph.D.

Krista Warren

| | |
|--------------------------------------|------|
| Signature | Date |
| Superintendent/President | |
| MiraCosta Community College District | |

| | |
|--------------------------------|------|
| Signature | Date |
| President | |
| MCC Academic Associate Faculty | |

| | |
|--|--|
| Subject: Ratify Memorandum of Understanding 26-03 with Faculty Assembly (Light The Fire) | Attachment: Memorandum of Understanding 26-03 |
| Category: Consent Items | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: Goal 1 Goal 2 Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommended:  _____ Hayley D. Schwartzkopf, J.D. Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

For summer 2026, the Guided Pathways leadership team determined that a need existed to continue the Light the Fire Faculty Institute that will be designed to align with student-centered scheduling goals and objectives, including course redesign for shortened courses. The purpose of the two-day Light the Fire Faculty Institute is to provide faculty with the tools and confidence to redesign curriculum and courses to accommodate a variety of term-lengths and modalities. Faculty will be given the necessary time, space, and resources to explore innovative pedagogical practices to transform their in-person and online classroom environments by transitioning from traditional methods to dynamic, impactful teaching practices that enhance learning outcomes.

STATUS

The district and the Faculty Assembly have negotiated the terms and conditions of work to be performed and compensation to be paid and agreed to in the attached Memorandum of Understanding (“MOU”). The total not to exceed amount for the MOU, inclusive of both fulltime and associate faculty participants, is \$55,000.

RECOMMENDATION

Ratify Memorandum of Understanding 26-03 between MiraCosta Community College District and the MiraCosta Community College District Faculty Assembly, as stated.



MOU Between the
MiraCosta Community College District and
MiraCosta Community College District—Faculty Assembly
Light the Fire
26-03

This MOU modifies the terms of section C.11.0 of the Faculty Assembly 2025–2028 contract to allow for the specific project identified below:

- 1) For the Summer 2026, the Guided Pathways leadership team determined that a need existed to continue the Light the Fire Faculty Institute that will be designed to align with student-centered scheduling goals and objectives, including course redesign for shortened courses.
- 2) With approval from the Dean, Instructional Services the Light the Fire Faculty Institute will be led by MiraCosta Full-Time Faculty who will be compensated at their non-contractual, non-teaching rate for hours of preparation and instruction associated with the Institute.
- 3) The purpose of the two-day Light the Fire Faculty Institute is to provide faculty with the tools and confidence to redesign curriculum and courses to accommodate a variety of term-lengths and modalities. Faculty will be given the necessary time, space, and resources to explore innovative pedagogical practices to transform their in-person and online classroom environments by transitioning from traditional methods to dynamic, impactful teaching practices that enhance learning outcomes.
- 4) Through a series of collaborative sessions, faculty will engage with elements of the Guided Pathways framework to make meaningful connections with students and redesign their courses. Participants will review and identify elements among the Course Outline of Record, syllabi, lesson plans, course assignments, and/or methods of feedback to students. A series of interactive workshops and discussions will cover pedagogical enhancement and practical applications in and outside the classroom. Participants will share best practices, learn from peer experiences, and experiment with new teaching techniques in a supportive environment.
- 5) By the end of the Institute, faculty will have developed a toolkit of strategies and ideas ready to be implemented in their courses. A Google form will be created where participants will submit detailed plans for implementing changes for the student experience in their class(es). Submission is a required element for completing the work and receiving the stipend.
- 6) The Guided Pathways Team will put out a call for faculty interested in participating in the summer 2026 Institute. The Guided Pathway leads will select faculty participants from a broad range of disciplines and departments of the college. The total number of faculty participants shall not exceed thirty (30) faculty members. Each faculty participant will make a commitment to attend the two full days of the institute.

- 7) Each faculty member participating in the Light the Fire Faculty Institute shall receive a stipend of \$1,200 upon the conclusion of the Institute and submission of a detailed plan. This stipend will provide compensation for the faculty member's participation and work during the two-day Light the Fire Faculty Institute.
- 8) The Guided Pathways leads will be responsible for the design, instruction, facilitation, and project management of the Light the Fire Faculty Institute.
- 9) Faculty will be compensated upon written confirmation by the VPIS to the Payroll Manager after the conclusion of the Institute and completion of deliverables. The written communication shall be sent by July 30, 2026.

This agreement will become effective upon approval. It shall expire on July 30, 2026.

Sunita V. Cooke, Ph.D.

Mary Gross, M.S.

Signature
Superintendent/President
MiraCosta Community College District

Signature
President
MCCCD Faculty Assembly

| | | | | | |
|---|---|-------------|---------|--------|--------|
| Subject: Approve Job Description – Chief Information Systems Officer and Salary Schedule | Attachment: Job Description – Chief Information Systems Officer | | | | |
| Category: Consent Items | Type of Board Consideration: <table style="width:100%; text-align:center;"> <tr> <td>Information</td> <td>Consent </td> <td>Action</td> </tr> </table> | Information | Consent | Action | |
| Information | Consent | Action | | | |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <table style="width:100%; text-align:center;"> <tr> <td>Goal 1</td> <td>Goal 2</td> <td>Goal 3</td> <td>Goal 4 </td> </tr> </table> | Goal 1 | Goal 2 | Goal 3 | Goal 4 |
| Goal 1 | Goal 2 | Goal 3 | Goal 4 | | |
| Recommended: <hr style="width:100%;"/> Hayley D. Schwartzkopf, J.D. Assistant Superintendent/Vice President, Human Resources | Approved for Consideration: <hr style="width:100%;"/> Sunita V. Cooke, Ph.D. Superintendent/President | | | | |

BACKGROUND

The district recently conducted a re-evaluation of organizational needs and leadership structure within Information Technology Services Department. Based on this assessment, it was determined that a need existed to revise the Chief Information Systems Officer classification to more appropriately align with the scope, complexity, and leadership responsibilities required to effectively support districtwide technology initiatives. This role is responsible for overseeing departmental operations and providing critical strategic direction for both short- and long-term, districtwide information technology planning in collaboration with the Executive Management Team.

The Office of Human Resources, in collaboration with the Assistant Superintendent/Vice President of Administrative Services, has drafted the job description for the Chief Information Systems Officer and established the recommended salary placement based on internal equity considerations.

STATUS

Human Resources recommends to the Superintendent/President the attached job description for the Chief Information Systems Officer position with the following salary range:

| | | | | | | | |
|--------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Range | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | \$203,994 | \$210,111 | \$216,414 | \$222,908 | \$229,595 | \$236,484 | \$243,577 |

RECOMMENDATION

Approve job description for the Chief Information Systems Officer and salary range, as stated above.



CHIEF INFORMATION SYSTEMS OFFICER

Reports to: Vice President, Administrative Services

Dept: Information Technology Services

FLSA: Exempt

EEO: Executive/Administrative/Managerial

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 direction, plan, organize, and direct the activities of the Information Technology Services (ITS) department in providing sophisticated, comprehensive IT services to support the achievement of the District management on technology strategy, long-term planning and uses of technology to meet operational, educational, security and business requirements; provide expert professional support and consultation to district management and advisory committees; collaborate with administrators, faculty, and staff in the development and implementation of new and existing technology, systems, and applications; and perform related duties as assigned.

SUPERVISORY RESPONSIBILITIES:

1. Oversee projects, budget, and assignments within the Information Technology Services department.
2. Lead efficient operation of the department so that departmental objectives and plans are completed on time.
3. Conduct performance evaluations that are timely and constructive.

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. Plan, organize, control, integrate, and evaluate the work of the Information Technology Services Department. Develop, implement, and monitor the Information Technology vision, including long-term plans, goals, and objectives focused on achieving the department's mission and assigned priorities. Manage and direct the development, implementation, and evaluation of work programs, plans, processes, systems, and procedures to achieve District and department goals, objectives, and performance measures. Develop and direct the implementation of policies and standards for the Information Technology Department.

3. Direct and participate in the preparation of multiple budgets, including the Information Technology Services Department budget as well as overall District Technology Operating and Capital budgets. Review and approve the purchase of all district information technology equipment and services, including cloud services, on-premises servers, storage arrays, network equipment, enterprise applications, standard end-user hardware and software items, professional services, and contractor statements of work. Monitor budget performance against the department's annual plan.
4. Work closely with the Assistant Superintendent/Vice Presidents to develop and implement short- and long-range plans and strategies to meet the District's goal and objectives; provide leadership to and regularly meets with the executives and administrators to ensure development and application of new methodologies, technologies and business process improvements in order to achieve a higher level of customer service, efficiency and productivity in alignment with the district's overall mission and vision.
5. Chair and coordinate the activities of the District Technology Advisory Committee or similar committees as assigned; develop, review, update, and implement the District Technology Plan; provide direction and input relative to college technology plans, operations and application needs; plan, review and revise implementation plans for college technology modification and emerging technology and create standards for implementation based on requirements; facilitate cooperative planning, selection, use, and support of instructional technology initiatives for the District.
6. Provide innovative and operational leadership in the strategic planning, selection, design, implementation, integration, and improvement of information technologies throughout the district in support of the various district divisions; provide project management oversight on all technology projects to include incorporation of total cost of ownership projects; facilitate and deliver effective communications regarding technology projects and issues throughout the district; coordinate and direct projects, resources, services, personnel, and communications to meet district-wide technology needs and assures smooth, timely, reliable, and efficient delivery of services.
7. In coordination with the Vice President of Administrative Services, direct, monitor and evaluate the efficiency and effectiveness of information technology service delivery methods and procedures; oversee the monitoring and analysis of technology programs, systems and activities for financial effectiveness, operational efficiency, capacity, and planned replacement to meet planned District priorities; ensure the delivery of quality technology and support through effective needs assessment, system design, and selection and implementation processes; interact with internal and external customers to define needs, evaluate operations, and enact improvements and enhancements.
8. Monitor industry hardware and software trends; evaluate the uses of emerging technology in meeting long-term district business, operating and security strategies; direct the study of new technology to determine its utility, consistency with district technology standards, relevance for meeting district business and operational requirements, and expected return on investment; recommend and establish long range technology direction and strategies; establishes hardware and software standards for general use.
9. Oversee, direct, coordinate, and ensure employees districtwide are trained on new technology related to the operation of computer, network and multimedia technology systems and equipment; provides leadership and coordination for the continuous planning, implementation and assessment of districtwide training for users to maintain and upgrade technical skills appropriate for their position; implement districtwide training on various software systems through scheduled trainings, online instructional videos and other mediums as appropriate.
10. Direct the preparation and timely submission of required district, state, and federal reports; prepare a variety of statistical and narrative reports as required.

11. Stay abreast of emerging trends and developments in technology solutions for instructional support, student records and account management and other business and district needs; researches, evaluates and promotes the use of new technologies and approaches, particularly in institutions of higher learning, to achieve district strategies and goals; initiates changes in system design, hardware capacity or configuration, and resource allocation as needed.
12. Develop, implement, and maintain equitable policies, procedures, and guidelines for departmental and districtwide computing activities.
13. Ensure compliance with government regulations that apply to systems operations.

OTHER DUTIES:

1. Represent the district in community, state, and national organizations and meetings. Participates in participatory governance processes and initiatives.
2. Serves on committees and represents the district at local, regional, state, and national conferences, meetings, workshops, and training seminars; establishes, develops, and maintains professional relationships with technology-related companies, organizations, and all those encountered in the course of work.
3. Perform related duties as assigned.

REQUIRED SKILLS & ABILITIES:

- Provide strategic leadership and vision for information systems and technology
- Excellent verbal and written communication skills
- Proficient in Microsoft Office Suite or related software
- Excellent ability to conceptualize long-term business goals and develop orderly processes to accomplish those goals
- Excellent managerial skills
- Thorough understanding of information enterprise, security, and education technology systems
- Develop and maintain an inclusive work environment that fosters diversity, respect, and engagement

EDUCATION AND EXPERIENCE:

Bachelor's degree in computer science, information technology, or a related field and at least six years of progressively responsible information systems experience with at least three years of which involved complex project management and one year of supervisory experience; or an equivalent combination of training and experience. A master's degree is highly desirable.

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:

Director, Enterprise Application Services, Director, Technology Support Services, Director, Security & Infrastructure Systems, and other assigned staff.

CONTACTS:

Administrators, faculty, staff, various service providers, vendors, contractors, and other community college managers and ITS staff.

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; may work at any district location or authorized facility with occasional evenings and/or weekends on an as-needed basis. Occasional local travel may be requested.

| | |
|--|---|
| Subject: Approve Curriculum for 2026-2027 Catalog, Part III | Attachment: 2026/27 Approved Courses and Programs for Board, Part III |
| Category: Consent Items | Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="text-align: center;">  Goal 1 Goal 2 Goal 3 Goal 4 </div> |
| Recommended:  <hr/> Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

In 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 that 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.

The CPC convened four (4) meetings: February 12, February 26, March 12, and March 26, 2026. This curriculum packet contains courses and programs that require additional review due to unforeseen circumstances.

STATUS

One noncredit course modification, 14 credit and noncredit program modifications, and one credit program deletion.

RECOMMENDATION

Approve the attached listing of curriculum approvals for inclusion in the 2026-2027 Catalog.

2026-27 Curriculum Approvals

Effective: August 2026

Part II

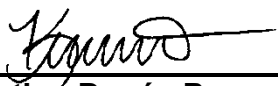

| I. Course Level | | | | | |
|-------------------------------|---------|----------|----------------------|--|---------------|
| B. Modified Courses | | | | | |
| Department | Subject | Course # | Additional Approvals | Course Title & Catalog Description | Date Approved |
| NCSTVOC | NCWKEX | 10 | O | General Work Experience Education - Non Credit | 3/26/2026 |
| Total Course Modifications: 1 | | | | | |

Part III

| II. Certificate and Degree Level | | | | | |
|---|---------|------------------|-------------|--|---------------|
| B. Modified Degrees and Certificates | | | | | |
| Department | Subject | Certificate Type | Degree Type | Certificate/Degree Title | Date Approved |
| LIBART | | | AA | Liberal Arts: Business and Technology | 2/12/2026 |
| LIBART | | | AA | Liberal Arts: Social and Behavioral Sciences | 2/12/2026 |
| LIBART | | | AA | Liberal Arts: Arts and Humanities | 2/26/2026 |
| LIBART | | | AA | Liberal Arts: Creative and Applied Arts | 2/26/2026 |
| LIBART | | | AA | Liberal Arts: Health Sciences | 2/26/2026 |
| LIBART | | | AA | Liberal Arts: Mathematics and Sciences | 2/26/2026 |
| LIBART | | | AA | Liberal Arts: Multicultural Studies | 2/26/2026 |
| SOC | SOCI | | AA-T | Social Justice Studies for Transfer: Gender Studies | 2/26/2026 |
| SOC | SOCI | | AA-T | Social Justice Studies for Transfer: LGBTQ Studies | 2/26/2026 |
| AUTO | AUTO | COA | | Automotive Electronics, Computers, and Emissions and/or HVAC | 3/26/2026 |
| ESL | NCESL | COC | | Advanced Noncredit ESL | 3/26/2026 |
| ESL | NCESL | COC | | Intermediate Noncredit ESL | 3/26/2026 |
| NAAH | NURS | | AS | Registered Nursing: Track I: Generic ADN | 3/12/2026 |
| NAAH | NURS | | AS | Registered Nursing: Track II: LVN-to-RN (ADN) | 3/12/2026 |
| Total Modified Degrees and Certificates: 14 | | | | | |

Part III

| II. Certificate and Degree Level | | | | | |
|---|---------|------------------|-------------|--|---------------|
| C. Deleted Degrees and Certificates | | | | | |
| Department | Subject | Certificate Type | Degree Type | Certificate/Degree Title | Date Approved |
| LIBARTS | | | AA | Liberal Arts - Elementary Subject Matter Education | 2/12/2026 |
| Total Deleted Degrees and Certificates: 1 | | | | | |

| | |
|---|--|
| <p>Subject:</p> <p>Approve College and Career Access Pathways Partnership Agreement with Coastal Academy Charter</p> | <p>Attachment:</p> <p>College and Career Access Pathways Partnership Agreement between MiraCosta Community College District and Coastal Academy Charter and Appendix A: MCCD and CAC CCAP Program Components</p> |
| <p>Category:</p> <p>Consent Items</p> | <p>Type of Board Consideration:</p> <p>Information <input checked="" type="checkbox"/> Consent Action</p> |
| <p>Institutional Goals:</p> <p>mcc_mission_statement.pdf (miracosta.edu)</p> | <p>Institutional Goal Supported:</p> <p><input checked="" type="checkbox"/> Goal 1 Goal 2 Goal 3 Goal 4</p> |
| <p>Recommended:</p> <p></p> <hr/> <p>Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services</p> | <p>Approved for Consideration:</p> <p></p> <hr/> <p>Sunita V. Cooke, Ph.D. Superintendent/President</p> |

BACKGROUND

Coastal Academy Charter (CAC) has been awarded a College and Career Access Pathway (CCAP) grant to support the implementation of a Dual Enrollment program and is seeking to establish a CCAP Partnership Agreement with MiraCosta Community College.

The initial CCAP Partnership Agreement with CAC includes Allied Health, Math, and Counseling courses to be offered in fall 2026. Enrollment in these courses will be limited to CAC students. If these CCAP courses prove successful, CAC and MiraCosta College will explore additional dual enrollment courses to be offered in future semesters and defined separately in a Program Components Agreement, so that the courses may be updated separately from the memorandum of understanding.

STATUS

MiraCosta College leadership within the Instructional Services Division, including the vice president and the dean of instructional services, and CAC personnel, including the development manager, drafted the attached CCAP Partnership Agreement. The agreement outlines the terms related to facilities use, financial commitments, indemnification, insurance, program management, fees, and modification of the agreement. The agreement has been reviewed by the MiraCosta College Administrative Services division, including legal and risk management.

This CCAP Partnership Agreement is now being presented for board approval.

RECOMMENDATION

Approve the College and Career Access Pathways Partnership Agreement between MiraCosta Community College District and Coastal Academy Charter.

**College and Career Access Pathways Partnership
Agreement between
MiraCosta Community College District and
Coastal Academy Charter**

MiraCosta Community College District (“MCCD”) and the Coastal Academy Charter (“CAC”) (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 CAC is a public charter school 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 CAC 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 CAC 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:
 - A. A point of contact for both MCCD and CAC;
 - B. The expected total number of high school pupils to be served;
 - C. The expected total number of full-time equivalent students projected to be claimed by MCCD for those pupils;
 - D. The scope, nature, time, location, and Courses (as defined below) to be offered;
 - E. Criteria to assess the ability of pupils to benefit from the Courses;
 - F. The books, instructional materials, specialized equipment, and other necessary equipment will be necessary for the Courses offered during the current; and
 - G. 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 CAC 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 CAC, 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 CAC'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 CAC 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 CAC. In the event of a conflict between MCCD course related regulations, policies, procedures, prerequisites and standards and CAC policies, practices and requirements, MCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 5.5. Courses offered at the CAC 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 CAC.
- 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 and 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 CAC 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 CAC 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 CAC on a semester basis.
- 5.11. Site visits and instructor evaluations by one or more representatives of MCCD shall be permitted by the CAC to ensure that Courses offered at the CAC are the same as the courses offered on the on 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 CAC employees. MCCD will exercise this right in consultation with CAC.
- 5.15. MCCD and CAC each certify that any pretransfer-level Course taught by MCCD faculty at a CAC 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 CAC, and shall involve a collaborative effort between CAC 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 CAC 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:
 - A. Course sections at MCCD will not be reduced when scheduling dual enrollment classes.
 - B. Courses will be allocated sections over and above existing MCCD allocations.
 - C. Before scheduling Courses, enrollment patterns for the last 3 to 4 equivalent semesters will be analyzed to ensure that offered Courses are not oversubscribed.
- 5.17. Limiting Enrollment to High School Students. MCCD may limit enrollment in a community college course solely to eligible pupils of the CAC if the course is offered at a CAC campus, either in person or using an online platform, during the regular school day and the college Course is offered pursuant to a CCAP partnership agreement. (Ed. Code, § 76004, subdivision)
- 5.18. For career technical education pathways to be provided under the CCAP Agreement, MiraCosta and CAC shall consult 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 the partnership. (Ed. Code, § 76004, subdivision (b)(1).)

6. CERTIFICATIONS

- 6.1. MCCD certifies and agrees that:

- A. MCCD has not received full compensation for the direct education costs for the conduct of the Courses from other sources.
 - B. Any MCCD instructor teaching a Course on a CAC 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.
 - C. A qualified CAC teacher teaching a Course at a CAC campus or online will not displace or result in the termination of any existing MCCD faculty members teaching the same Course at MCCD campuses.
 - D. A Course offered at the CAC will not reduce access to the same course offered at MCCD.
 - E. 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 CAC certifies and agrees that:
- A. The CAC has not received full compensation for the direct education costs of the Courses from other sources.
 - B. Any MCCD instructor teaching a Course on a CAC campus or online has not displaced or resulted in the termination of any existing CAC employee teaching the same course on that CAC campus.
- 6.3. CAC 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, as applicable.

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 CAC 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 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 (student body fee), 76223 (transcript fee), 76300 (student fee), 76350 (apprenticeship), and 79121 (child development center fees).

- 8.2. The total cost of books, instructional materials, specialized equipment, and other necessary equipment for CAC Students who enroll in a Course will be specified in Appendix A ("Material Fees"). Material Fees shall be borne by CAC. However, in the event that the CAC determines it is unable to cover the Material Fees, MCCD and CAC will act in good faith to identify outside funding sources to cover the Material Fees. Both CAC 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 CAC will remain the property of and housed at the CAC. MCCD will act in good faith to limit changes in textbooks throughout the Term.
- 8.3. Students must:
 - A. Comply with all MCCD admission procedures and submit all the necessary admission and registration forms;
 - B. Meet all prerequisite requirements of MCCD as established by MCCD and stated in the college catalog before enrolling in a Course;
 - C. 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 CAC 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 CAC 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 CAC'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. CAC 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 CAC 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. CAC 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. CAC agrees to assist Students in completing the required admission and registration steps as may be necessary and requested by MCCD.
- 9.4. CAC 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 CAC 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 CAC, the CAC 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 CAC campus must complete training by CAC on the specific safety protocols of the host campus. If on a CAC 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. Discipline for actions taken during College Courses will be pursuant to both the MCCD and CAC board policies and administrative regulations.
- 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 CAC 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 CAC personnel recommended by CAC, or other sources. CAC personnel will perform instructional duties on duty time. CAC personnel selected to be instructors remain employees of the CAC, subject to the authority of the CAC, 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 CAC.
- 10.12. MCCD and CAC 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. CAC 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. CAC 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 CAC 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 CAC 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 CAC 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 CAC 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 CAC jointly.
- 11.5. Students enrolled in Courses offered at the CAC 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 CAC.

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 CAC 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. CAC personnel performing these tasks will be employees of CAC, subject to the authority of CAC. 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:
 - A. 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.
 - B. The total number of community college courses, by course category and type and by school site, enrolled in by Students under this CCAP Agreement.
 - C. The total number and percentage of successful course completions, by course category and type and by school site, of Students under this CCAP Agreement.
 - D. The total number of full-time equivalent Students generated by MCCD participants.
 - E. The total number of full-time equivalent Students served online generated by MCCD participants.
- 12.4. If deemed necessary, CAC 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. CAC shall maintain permanent records of Student enrollment, attendance, grades and achievement for CAC Students who enroll in the Courses. CAC 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 CAC 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, as specified in section 12.3 of this CCAP Agreement.

15. PRIVACY OF STUDENT RECORDS

- 15.1. **FERPA.** MCCD and CAC 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 CAC 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 CAC 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 CAC 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 CAC 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 CAC recognize that, from time to time, disputes may arise between MCCD employees or Students and CAC employees or Students. When such disputes arise, MCCD and CAC 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:
- A. The PARTY receiving the complaint will timely notify the other and promptly provide the other PARTY with any written complaint received.
 - B. 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 CAC 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.

- C. 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 CAC. 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.
- D. 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.
- E. Each PARTY agrees to cooperate in any investigation initiated and make its employees available to the investigator.
- F. 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.
- G. The investigator must provide all investigative reports to both PARTIES setting forth findings as to the allegations and the basis for the findings.
- H. MCCD and CAC shall share any and all materials from the investigation, unless sharing would cause a PARTY to violate confidentiality or privacy laws.
- I. 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 CAC has been, or shall be, paid an allowance or apportionment. The CAC will claim attendance for the CAC Students enrolled in Course(s) if the instructors teaching the Courses are fully compensated by the CAC as CAC employees.
- 17.3. MCCD will claim full-time equivalent Students ("FTES") for the CAC 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 CAC 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. CAC will provide adequate classroom space at its facilities on a CAC 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 CAC.
- 18.3. CAC 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 CAC'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 CAC 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 CAC agree to the following:
- A. 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 CAC agree in writing to a joint defense, MCCD and CAC may appoint joint defense counsel to defend the Claims arising out of the concurrent acts or omissions of CAC and MCCD. Joint defense counsel shall be selected by mutual agreement of MCCD and CAC. MCCD and CAC 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 CAC further agree that neither party may bind the other to a settlement agreement without the written consent of both MCCD and CAC.
- 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 CAC 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 CAC 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. CAC, 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, CAC shall procure and maintain Workers' Compensation insurance to cover its employees in compliance with the statutory requirements of California law. CAC '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, CAC 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 CAC 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 CAC 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
Mina Hernandez
Director of Purchasing, Contracts & Material
Management
1 Barnard Drive
Oceanside, CA 92056

The Classical Academies
Cori Coffey
Chief Schools Officer
355 E. Grand Avenue
Escondido, CA 92025
ccoffey@classicalacademy.com

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: _____
Kurtis Indorf, Chief Executive Officer
THE CLASSICAL ACADEMIES

Date: _____

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

Date: _____

MIRACOSTA COMMUNITY COLLEGE DISTRICT Board Meeting

Approval Date: _____

COASTAL ACADEMY SCHOOL DISTRICT Board Meeting

Approval Date: _____

APPENDIX A

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

WHEREAS, MiraCosta Community College District ("MCCD"), and Coastal Academy Charter("CAC") (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 CAC's Board approved Agenda No. _____ on _____ for the parties to enter into the Agreement.

WHEREAS, MCCD and the CAC 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 CAC 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 CAC 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
dpescarmona@miracosta.edu

CAC

Samantha Martinez
Principal
760-317-9147
samanthamartinez@classicalacademy.com

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: 115 Total Sections: 3

Projected FTES to be Claimed by MCCD: 8.0

| Course Name | Units | Days* | Time | Location | Faculty | Employer | Student Contact Hours | Enrollment Cap |
|-----------------------------------|-------|--------|--------|----------|---------|----------|-----------------------|----------------|
| Fall 2026 Course Offerings | | | | | | | | |
| COUN 100 | 3 | Online | Asynch | Online | Staff | MCCD | 48-54 | 35 |
| NURS 155 | 3 | Online | Asynch | Online | Staff | MCCD | 48-54 | 45 |
| STAT C1000 | 4 | ARR | ARR | CAC | Staff | CAC | 64-72 | 35 |

*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):

- Students who may not already be college bound or who are underrepresented in higher education,
- Students seeking Course(s) that align with student's post-secondary educational goals (major and general education),
- Students seeking the application of skills in the high school environment as well as in post-secondary education, or
- 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 Coastal Academy Charter School.

| Course | Books and Instructional Materials | Cost per Title |
|----------|--|----------------|
| COUN 100 | The course does not require purchasing books or instructional materials. | N/A |
| NURS 155 | Medical Terminology Author: Fremgen | \$148.75 |

| | | |
|------------|------------------------|-----|
| | Edition: 8th | |
| STAT C1000 | To be determined (TBD) | TBD |

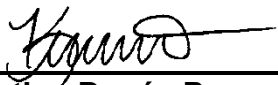

IN WITNESS WHEREOF, the PARTIES hereto have executed this APPENDIX A to the CCAP Agreement on the day and year written below.

By: _____
Kurtis Indorf, Chief Executive Officer
THE CLASSICAL ACADEMIES

Date: _____

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

Date: _____

| | |
|---|--|
| <p>Subject:</p> <p>Approve College and Career Access Pathways Partnership Agreement with San Marcos Unified School District (SMUSD)</p> | <p>Attachments (2):</p> <p>1. College and Career Access Pathways Partnership Agreement between MiraCosta Community College District and San Marcos Unified School District, Appendix A: MCCD and SMUSD CCAP Program Components</p> <p>2. Letter of Release - Horticulture SMUSD</p> |
| <p>Category:</p> <p>Consent Items</p> | <p>Type of Board Consideration:</p> <p style="text-align: center;"> <input type="checkbox"/> Information <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action </p> |
| <p>Institutional Goals:</p> <p>mcc_mission_statement.pdf (miracosta.edu)</p> | <p>Institutional Goal Supported:</p> <p style="text-align: center;"> <input checked="" type="checkbox"/> Goal 1 <input type="checkbox"/> Goal 2 <input type="checkbox"/> Goal 3 <input type="checkbox"/> Goal 4 </p> |
| <p>Recommended:</p> <p></p> <hr/> <p>Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services</p> | <p>Approved for Consideration:</p> <p></p> <hr/> <p>Sunita V. Cooke, Ph.D. Superintendent/President</p> |

BACKGROUND

San Marcos Unified School District (SMUSD) is seeking to establish a College and Career Access Pathway (CCAP) Partnership Agreement with MiraCosta Community College District to create and grow a Horticulture pathway. Palomar College has provided SMUSD with a letter of release, since it currently does not have a Horticulture program.

The initial CCAP Partnership Agreement with SMUSD includes Horticulture courses to be offered in fall 2026 and spring 2027. Enrollment in these courses will be limited to SMUSD students. If these CCAP courses prove successful, SMUSD and MiraCosta College will explore additional dual enrollment courses to be offered in future years and defined separately in a Program Components Agreement, so that the courses may be updated separately from the memorandum of understanding.

STATUS

MiraCosta College leadership within the Instructional Services Division, including the vice president and the dean of instructional services, and SMUSD personnel drafted the attached CCAP Partnership Agreement. The agreement outlines the terms related to facilities use, financial commitments, indemnification, insurance, program management, fees, and modification of the agreement. The agreement has been reviewed by the MiraCosta College Administrative Services Division, including legal and risk management.

This CCAP Partnership Agreement is now being presented for board approval.

RECOMMENDATION

Approve the College and Career Access Pathways Partnership Agreement between MiraCosta Community College District and San Marcos Unified School District.

**College and Career Access Pathways Partnership
Agreement between
MiraCosta Community College District and
San Marcos Unified School District**

MiraCosta Community College District ("MCCD") and the San Marcos Unified School District ("SMUSD") (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 SMUSD 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 SMUSD 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 SMUSD 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 SMUSD.
 - ii. Criteria to assess the ability of pupils to benefit from the Courses;
 - iii. Identify the parental consent form and principal recommendation form for high school pupils to complete in order to enroll in the Courses;
 - iv. The expected total number of high school pupils to be served;
 - v. The expected total number of full-time equivalent students projected to be claimed by MCCD for those pupils;
 - vi. The scope, nature, time, location, and Courses (as defined below) to be offered;
 - vii. The books, instructional materials, specialized equipment, and other necessary equipment will be necessary for the Courses offered during the current; and
 - viii. 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 SMUSD 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 SMUSD, 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 SMUSD'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 SMUSD 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 SMUSD. In the event of a conflict between MCCD course related regulations, policies, procedures, prerequisites and standards and SMUSD policies, practices and requirements, MCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 5.5. Courses offered at the SMUSD 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 SMUSD.
- 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 and 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 SMUSD 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 SMUSD 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 SMUSD on a semester basis.
- 5.11. Site visits and instructor evaluations by one or more representatives of MCCD shall be permitted by the SMUSD to ensure that Courses offered at the SMUSD are the same as the courses offered on the on 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 SMUSD employees. MCCD will exercise this right in consultation with SMUSD.
- 5.15. MCCD and SMUSD each certify that any pretransfer-level Course taught by MCCD faculty at a SMUSD 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 SMUSD, and shall involve a collaborative effort between SMUSD 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 SMUSD 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 a SMUSD 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 SMUSD teacher teaching a Course at a SMUSD 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 SMUSD 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 SMUSD certifies and agrees that:
- i. The SMUSD has not received full compensation for the direct education costs of the Courses from other sources.
 - ii. Any MCCD instructor teaching a Course the SMUSD'S campus or online has not displaced or resulted in the termination of any existing SMUSD employee teaching the same course on that SMUSD campus.
- 6.3. SMUSD 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 SMUSD 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 SMUSD 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 SMUSD 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

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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 SMUSD Students who enroll in a Course will be specified in Appendix A ("Material Fees"). Material Fees shall be borne by SMUSD. However, in the event that the SMUSD determines it is unable to cover the Material Fees, MCCD and SMUSD will act in good faith to identify outside funding sources to cover the Material Fees. Both SMUSD 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 SMUSD will remain the property of and housed at the SMUSD. 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 SMUSD 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 SMUSD 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 SMUSD’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. SMUSD 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 the SMUSD 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 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. SMUSD 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. SMUSD agrees to assist Students in completing the required admission and registration steps as may be necessary and requested by MCCD.
- 9.4. The SMUSD 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. The Appendix A shall specify whether the SMUSD 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 SMUSD, the SMUSD 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 SMUSD campus must complete training by SMUSD on the specific safety protocols of the host campus. If on a SMUSD 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 SMUSD 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 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 as required by the terms and conditions of this CCAP Agreement and shall be encouraged to participate in 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 SMUSD personnel recommended by SMUSD, or other sources. SMUSD personnel will perform instructional duties on duty time. SMUSD personnel selected to be instructors remain employees of the SMUSD, subject to the authority of the SMUSD and the SMUSD'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 SMUSD.
- 10.12. MCCD and SMUSD 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. SMUSD shall ensure its instructors execute the Dual Enrollment Instructor Agreement in accordance with Title 5, Section 58058 (b) of the California Code of Regulations, attached hereto and fully incorporated herein as Appendix B. SMUSD 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. SMUSD 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 SMUSD 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 SMUSD 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 SMUSD 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 SMUSD 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 SMUSD jointly.
- 11.5. Students enrolled in Courses offered at the SMUSD 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 SMUSD.

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 SMUSD 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. SMUSD personnel performing these tasks will be employees of SMUSD, subject to the authority of SMUSD. 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, SMUSD 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. SMUSD shall maintain permanent records of Student enrollment, attendance, grades and achievement for SMUSD students who enroll in the Courses. SMUSD 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 SMUSD 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 SMUSD 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 SMUSD 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 SMUSD 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 SMUSD 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 SMUSD 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 SMUSD recognize that, from time to time, disputes may arise between MCCD employees or Students and SMUSD employees or Students. When such disputes arise, MCCD and SMUSD 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 SMUSD shall

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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 SMUSD. 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 SMUSD 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 SMUSD has been, or shall be, paid an allowance or apportionment. The SMUSD will claim attendance for the SMUSD Students enrolled in Course(s) if the instructors teaching the Courses are fully compensated by the SMUSD as SMUSD employees.
- 17.3. MCCD will claim full-time equivalent Students ("FTES") for the SMUSD 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 SMUSD 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. SMUSD will provide adequate classroom space at its facilities on a SMUSD 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 to 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 SMUSD.
- 18.3. SMUSD 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 SMUSD'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 SMUSD 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 SMUSD 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,

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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 SMUSD agree in writing to a joint defense, MCCD and SMUSD may appoint joint defense counsel to defend the Claims arising out of the concurrent acts or omissions of SMUSD and MCCD. Joint defense counsel shall be selected by mutual agreement of MCCD and SMUSD. MCCD and SMUSD 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 SMUSD further agree that neither party may bind the other to a settlement agreement without the written consent of both MCCD and SMUSD.
- 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 SMUSD 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 SMUSD 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. SMUSD, 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, SMUSD shall procure and maintain Workers' Compensation insurance to cover its employees in compliance with the statutory requirements of California law. The SMUSD'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, SMUSD 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 SMUSD 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 SMUSD 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
Mina Hernandez
Director of Purchasing & Material
Management
1 Barnard Drive
Oceanside, CA 92056

San Marcos Unified School District
Dr. Tiffany Campbell
Deputy Superintendent
760-752-1230
tiffany.campbell@smusd.org

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: _____
Dr. Tiffany Campbell, Deputy Superintendent
SAN MARCOS UNIFIED SCHOOL DISTRICT

Date: _____

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

Date: _____

MIRACOSTA COMMUNITY COLLEGE DISTRICT Board Meeting:

(a) Approval Date: _____

SAN MARCOS UNIFIED SCHOOL DISTRICT Board Meeting:

(a) Approval Date: _____

APPENDIX A

APPENDIX A

**MCCD AND SMUSD COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
PROGRAM COMPONENTS**

WHEREAS, MiraCosta Community College District ("MCCD"), and San Marcos Unified School District ("SMUSD") (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 SMUSD's Board approved Agenda No. _____ on _____ for the parties to enter into the Agreement.

WHEREAS, MCCD and the SMUSD 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 SMUSD 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 SMUSD 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 |
| Spring | 2027 |

2. EDUCATIONAL ADMINISTRATORS

The PARTIES each designate their respective Educational Administrators:

MCCD

Kristina Denee Pescarmona
 Vice President, Instructional Services
 760-795-6805
 dpescarmona@miracosta.edu

SMUSD

Dr. Tiffany Campbell
 Deputy Superintendent
 760-752-1230
 tiffany.campbell@smusd.org

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 High School Students to be Served: 120 Total Sections: 4

FTES to be Claimed by MCCD: 0

| Course Name | Units | Days* | Time | Location | Faculty | Employer | Student Contact Hours | Enrollment Cap |
|-------------------------------------|-------|-------|------|----------|---------|----------|-----------------------|----------------|
| Fall 2026 Course Offerings | | | | | | | | |
| HORT 115 | 3 | ARR | ARR | MHHS | Staff | SMUSD | 80-90 | 30 |
| HORT 115 | 3 | ARR | ARR | SMHS | Staff | SMUSD | 80-90 | 30 |
| Spring 2027 Course Offerings | | | | | | | | |
| HORT 116 | 4 | ARR | ARR | MHHS | Staff | SMUSD | 96-108 | 30 |
| HORT 116 | 4 | ARR | ARR | SMHS | Staff | SMUSD | 96-108 | 30 |

*If the Days column says Online, that means 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 SMUSD.

| Course | Books and Instructional Materials | Cost per Title |
|----------|---|----------------|
| HORT 116 | Stern's Introductory Plant Biology Author: Bidlack, James, Shelley Jansky, and Kingsley Stern Edition: 15th | \$88.00 |
| HORT 115 | Soil Science and Management Author: Plaster, Edward Edition: 6th | \$48.49 |

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

By: _____
 Dr. Tiffany Campbell, Deputy Superintendent
 SAN MARCOS UNIFIED SCHOOL DISTRICT

Date: _____

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

Date: _____

October 2, 2024

Dr. Christine Corrao Ed.D.
Coordinator – Career Technical Education and Future Readiness
San Marcos Unified School District
255 Pico Ave Ste 250
San Marcos, CA 92069

Subject: Letter of Release – Horticulture

In consultation with President Rivera-Lacey, Palomar College agrees to release San Marcos Unified School District to seek a partnership with MiraCosta College to pursue dual enrollment opportunities in Horticulture as the college does not currently have an active program in this area.



If a Horticulture program were to become active at Palomar College, the college reserves the right to rescind this release at that time.

The college looks forward to future opportunities to partner and support students in their educational and career journey.

Sincerely,

Tina L. Recalde

Tina Recalde, DPT, MS, ATC, CSCS
Assistant Superintendent/Vice President of Instruction

| | |
|--|--|
| Subject: Approve 2026-2027 Material Fees List | Attachment: 2026-2027 Material Fees List |
| Category: Consent Items | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 Goal 2 Goal 3 Goal 4 |
| Recommended:  _____ Kristina Denée Pescarmona Assistant Superintendent/Vice President, Instructional Services | Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

In accordance with Education Code §76365, Title 5 §59400, students may be required to provide instructional and other materials for a credit or noncredit course, provided such materials are of continuing value to the student outside the classroom and such materials are not solely or exclusively available from the district.

Each academic year the Office of Instruction creates a list of Instructional Material Fees and submits the list to the Courses and Program Committee for review. Once approved by the Courses and Programs Committee, it is forwarded to the Academic Senate for approval.

STATUS

The attached 2026-2027 Instructional Material Fees list for fiscal year 2026/27 was updated to include the removal of an archived course and some final adjustments to nursing materials fees as the Nursing Department has transitioned to a different vendor. All other fees remain the same. On March 12, 2026, the list was reviewed and approved by the Courses and Programs Committee. The Academic Senate approved the list on April 3, 2026.

RECOMMENDATION

Approve the attached 2026-2027 Instructional Material Fees list.

**Instructional Material Fees
FY 2026-2027**

Reviewed at March 12, 2026 CPC meeting.

| Subject | Course # | Title | Status | Material Fee | Description |
|---------|----------|---------------------------------------|--------|--------------|---|
| ART | 103 | 3D Design | FUTURE | 35.00 | The fee is used to purchase: - Materials for additive projects such as clay, wood, etc. - Materials for subtractive projects such as plaster, structolight, styro foam, etc. - Materials for casting such as aluminum, latex, silicon rubber, metal lath, bronze, wax, etc. - Construction materials including wire, ropes, screws, nails, fasteners, adhesives. |
| ART | 201 | Objects and Ideas in Contemporary Art | FUTURE | 35.00 | The fee is used to purchase materials for three dimensional art assignments. For construction of the projects materials include: foam and plaster for carving, Epoxy and other glues, aluminum rivets, and mould making products (silicone rubber, mould release, mother mould material, hydrostone, etc.). Surface treatment materials include: matte medium, modeling paste, 2-part clear hardener, student grade acrylics and spray adhesives. |
| ART | 216 | Sculpture | FUTURE | 35.00 | The fee is used to purchase materials that will be used for in-class assignments. - Materials for additive projects such as clay, wood, mild steel, welding rods, etc. - Materials for subtractive projects such as plaster, structo light, styro foam, etc. - Materials for casting such as aluminum, latex, silicon rubber, bronze, wax, etc. - Construction materials including wire, ropes, adhesives - Welding materials such as welding rods and metal |

**Instructional Material Fees
FY 2026-2027**

Reviewed at March 12, 2026 CPC meeting.

| Subject | Course # | Title | Status | Material Fee | Description |
|---------|----------|-------------------------------------|--------|--------------|--|
| ART | 217 | Figure Sculpture I | FUTURE | 35.00 | The fee is used to purchase materials that will be used for in-class assignments. - Materials for additive projects such as clay, wood, mild steel, welding rods, etc. - Materials for subtractive projects such as plaster, structo light, styro foam, etc. - Materials for casting such as aluminum, latex, silicon rubber, bronze, plaster, wax, etc. - Construction materials including wire, ropes, nails, screws, fasteners, adhesives, etc. |
| ART | 219 | Figure Sculpture II | FUTURE | 38.00 | Ceramic clay (50lbs), \$20; Acrylic paint, \$10; Hot glue sticks, \$8. |
| ART | 223 | Woodworking and Furniture Design I | FUTURE | 60.00 | The fee is used to purchase: - rev. per AO 2/13/09 - 225 board feet of 8/4 poplar, (wood for projects) - Construction materials such as nails and screws, assorted fasteners - Basic adhesives, such as glue - Finishing products, such as Varathanes, varnishes, aniline dyes, paints, etc. |
| ART | 224 | Woodworking and Furniture Design II | FUTURE | 65.00 | Hardwood, \$40; softwoods, \$20; paints, screw, and adhesives, \$5. |
| ART | 225 | Ceramics I | FUTURE | 40.00 | The fee is used to purchase: - Ceramic tools - Clay body - High and low fire decorative materials |
| ART | 226 | Ceramics II | FUTURE | 40.00 | Ceramic tools, \$25; Clay, \$10; decoration materials, \$5. |
| ART | 227 | Ceramics III | FUTURE | 40.00 | Ceramic tools, \$25; Clay, \$10; decoration materials, \$5. |
| ART | 228 | Ceramics IV | FUTURE | 40.00 | Clay, \$25, decorative tools and materials, \$10, safety equipment, \$5 |

**Instructional Material Fees
FY 2026-2027**



Reviewed at March 12, 2026 CPC meeting.

| Subject | Course # | Title | Status | Material Fee | Description |
|---------|----------|---|---------|--------------|---|
| ART | 229 | Woodworking and Furniture Design III | FUTURE | 60.00 | Wood, \$60 |
| ART | 239 | Woodworking and Furniture Design IV | FUTURE | 60.00 | Wood, \$45, fasteners and adhesives, \$10, decorative materials, \$5 |
| ART | 245 | Digital Art and Media | CURRENT | 20.00 | Fee covers ink and paper usage on large format 12 color UV plotter and cmyk tabloid printers. Fee also covers foam foam-core, mounting materials and exhibition hanging hardware. |
| BTEC | 110 | Basic Techniques in Biotechnology | CURRENT | 30.00 | Students will be charged a fee for a laboratory kit that include a personal disposable particle mask, solvent-proof marking pens, specific lab notebook, gloves, autoclavable labeling tape, and a laboratory manual of activities and assignments. |
| DRAM | 107 | Introduction to Design for Performance | FUTURE | 45.00 | Basic drawing and painting kit - sketchbook, drawing pencils, acrylic paints, brushes (\$15); Drafting kit - architectural scale ruler, t-square, vellum, math set (\$12); Model making supplies - balsa wood sticks matte board, hobby knife, cutting mat, metal ruler (\$18). |
| DRAM | 141 | Lighting Design for Theatre, Television, and Film | FUTURE | 25.00 | Rosco gel swatch book (\$11); 6" adjustable c-wrench (\$5); Tool lanyard (\$9). |
| DRAM | 146 | Costume Design for Theatre, Television, and Film | FUTURE | 30.00 | Basic sewing kit of needle, thread, scissors, pins, thimble, needle threader, pin cushion (\$12); 2"x18" clear ruler (\$10); Cotton fabrics for one construction project: a small drawstring bag, approximately 14"x14" (\$8). |
| DRAM | 232 | Movement for the Stage | FUTURE | 20.00 | Fee covers: 1 neutral mask, \$5, 1 neutral costume/shirt, \$10, and fabrics, feathers, balloons, streamers, \$4.50. |

**Instructional Material Fees
FY 2026-2027**

Reviewed at March 12, 2026 CPC meeting.

| Subject | Course # | Title | Status | Material Fee | Description |
|---------|----------|--|---------|--------------|---|
| DRAM | 253 | Makeup for Theatre, Television, and Film | FUTURE | 85.00 | Ben Nye Makeup Kits (\$78); Makeup cleaner/remover, replacement colors (\$7). |
| DRAM | 256 | Stagecraft for Theatre, Television, and Film | FUTURE | 50.00 | Pine 1x3 and MDF lumber, glue and staples (\$23); Safety glasses and ear plugs (\$16); Paints and brushes (\$11). |
| NURS | 170 | Licensed Vocational Nursing I | CURRENT | \$550.00 | FA Davis Textbooks and FA Davis online resources for the duration of the program costs approximately \$550. |
| NURS | 171 | Licensed Vocational Nursing II | CURRENT | \$310.00 | ATI Testing Comprehensive Exams |
| NURS | 173 | Licensed Vocation Nursing IV | CURRENT | \$310.00 | ATI Testing Comprehensive Exams |
| NURS | 180 | Fundamentals of Nursing | FUTURE | 1477.00 | Lippincott Full Curriculum Partnership/NurseThink - 1st semester cost (\$1477) |
| NURS | 183 | Medical Surgical Nursing II | FUTURE | \$ 549.00 | Lippincott Full Curriculum Partnership/NurseThink COMPLETE (\$549) |
| NURS | 280 | Transition for LVN to RN | FUTURE | 1245.00 | Lippincott Full Curriculum Partnership/NurseThink - 1st semester cost (\$1245) |
| NURS | 281 | Medical Surgical Nursing III | FUTURE | \$ 549.00 | Lippincott Full Curriculum Partnership/NurseThink - 2nd-4th semester cost (\$549) |
| NURS | 283 | Medical Surgical Nursing IV | CURRENT | \$ 549.00 | Lippincott Full Curriculum Partnership/NurseThink - 2nd-4th semester cost (\$549) |

| | |
|--|---|
| Subject: Approve AV Equipment Purchase for Classroom Technology Refresh and Replacement | Attachment: None |
| Category: Consent Item | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommended:  <hr/> Elba G. Gomez Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

The district conducts periodic refresh and replacement of audiovisual (AV) equipment used in classrooms and other district facilities. This process ensures that instructional spaces are equipped with current AV technology that supports reliable classroom operations, enhances usability for instructors and students, and maintains consistency across learning environments as campus technology evolves.

Current market conditions for technology purchases present challenges, including extended lead times, limited availability, and fluctuating pricing. To avoid disruption to instructional operations and secure necessary equipment in a timely manner, the district is requesting approval to proceed with the purchase of identified AV equipment, with ratification of final costs to be presented to the board once procurement is completed.

STATUS


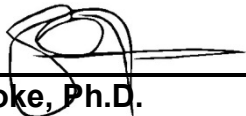
California Public Contract Code section 20652 allows public agencies to utilize bids awarded by other public agencies (also known as "piggyback"), obtaining the same price and the same terms and conditions as the awarding agency when the awarding agency follows the statutory criteria for competitive bidding and when the pricing and terms have proven to be in the best interest of the district.

The district will procure AV equipment from EKC Enterprises, Inc. utilizing the California Multiple Award Schedules Agreement No. 3-26-01-1031 for the purchase of supplies, technology, software, equipment, and other miscellaneous materials at the lowest cost and best overall value for district technology purchases.

The Information Technology Services (ITS) department has identified ten classrooms for inclusion in the current AV technology refresh and replacement cycle. The total expenditure for this project is not expected to exceed \$290,000, subject to final pricing and availability at the time of procurement. Funding for the AV equipment refresh will be provided through the Information Technology Services budget.

RECOMMENDATION

Approve the procurement of the district's classroom AV technology refresh and replacement project through EKC Enterprises, Inc. under California Multiple Award Schedules Agreement No. 3-26-01-1031, in an amount not expected to exceed \$290,000, subject to final pricing and availability at the time of procurement, with ratification of final costs to be presented to the Board.

| | |
|--|---|
| Subject: Approve District-Wide Mechanical Equipment Replacement Project | Attachments: None |
| Category: Consent Items | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommended:  _____ Elba G. Gomez Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

This infrastructure project addresses the critical need for the repair and replacement of aging mechanical systems and utilities across district sites. The scope of work is specifically defined by Volume IV ("Utilities & Infrastructure Drawings") of the Facilities Plan. These upgrades are essential to maintaining campus operations and ensuring the longevity of district facilities by addressing infrastructure that has reached the end of its serviceable life.

STATUS







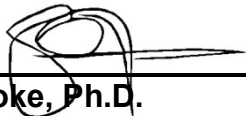
Major work items include the replacement of chillers at the Oceanside Campus, as well as multiple Air Handler Unit (AHU) replacements. Additional tasks involve replacing domestic water lines, water pumps, and controllers, along with HVAC preventative maintenance for all rooftop units.

The project has a total estimated budget of \$3,025,073. District staff and the Program Management Office (PMO) have identified Measure MM Bond interest to fund the project.

Following Board approval of this project and budget, individual vendor contracts will be brought to the Board for either prior approval or ratification, in accordance with applicable bid limits and Board policies.

RECOMMENDATION

Approve district-wide mechanical equipment replacement project with a total budget of \$3,025,073 of Measure MM interest funds.

| | |
|--|--|
| Subject: Approve District-Wide Modernization Project | Attachments: None |
| Category: Consent Items | Type of Board Consideration: Information  Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported:  Goal 1  Goal 2  Goal 3  Goal 4 |
| Recommended:  <hr/> Elba G. Gomez Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

This project involves the modernization and renovation of specific buildings and their associated infrastructure at the Oceanside, and San Elijo campuses. It is designed to bring existing facilities into alignment with the current educational and operational goals set forth in the Facilities Plan.

STATUS

The project will utilize the Design/Bid/Build execution method and includes several key components beyond direct construction, which include:

- Design and Planning: design services, as well as allocations for master planning, EIR, and site surveys
- Infrastructure and Testing: inspectors, hazmat survey, specialty commissioning, and geotechnical consulting
- Project Management for Program/Construction Management (PMCM) services
- Moving and Relocation: to handle the movement of equipment or staff during the modernization process







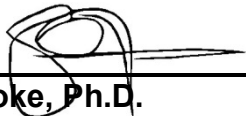
This project approval includes modernizations for seven buildings and demolition of two modular buildings at the Oceanside Campus and modernization of one building at the San Elijo Campus. All components of this project were previously identified in the 2016 Facilities Plan.

Direct construction costs are estimated to be \$1,800,000, while the remaining soft costs are estimated to be \$785,072.60, for a total estimated project budget of \$2,585,072.60. District staff and the Program Management Office (PMO) have identified Measure MM Bond interest to fund the project.

Following Board approval of this project and budget, individual vendor contracts will be brought to the Board for either prior approval or ratification, in accordance with applicable bid limits and board policies.

RECOMMENDATION

Approve district-wide modernization project with a total budget of \$2,585,072.60 of Measure MM interest funds.

| | |
|--|--|
| Title: Approve Oceanside Campus Furniture, Fixtures and Equipment Project | Attachments: None |
| Category: Consent Items | Type of Board Consideration: Information  Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported:  Goal 1  Goal 2  Goal 3  Goal 4 |
| Recommended:  <hr/> Elba G. Gomez Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

This project meets the district's comprehensive requirement for new Furniture, Fixtures, and Equipment (FF&E) across multiple facilities at the Community Learning Center, Oceanside Campus, and San Elijo Campus. The project is designed to furnish existing spaces and fulfill the equipment needs of ongoing district projects in alignment with the Facilities Plan.

STATUS

Specific departmental needs identified include workstations for open offices, specialized equipment for the arts such as kilns and an etching press, and industrial warehouse tools like a 20-foot power stock picker. The project scope encompasses furnishing existing spaces and meeting the equipment demands of ongoing district projects.

The project has a total estimated budget of \$2,019,339.54. District staff and the Program Management Office (PMO) have identified Measure MM Bond interest to fund the project.

Following Board approval of this project and budget, individual vendor contracts will be brought to the Board for either prior approval or ratification, in accordance with applicable bid limits and Board policies.

RECOMMENDATION

Approve Oceanside Campus furniture, fixture, and equipment project with a total budget of \$2,019,339.54 of Measure MM interest funds.

| | | | | | |
|--|--|-------------|---------|--------|--------|
| Subject: Approve Contract for RFP #03-26 Classification and Compensation Study with The Segal Company | Attachment: <ul style="list-style-type: none"> • Request for Proposal (RFP) • Bid Summary • Agreement | | | | |
| Category: Consent Item | Type of Board Consideration: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 33%;">Information</td> <td style="text-align: center; width: 33%;">Consent </td> <td style="text-align: center; width: 33%;">Action</td> </tr> </table> | Information | Consent | Action | |
| Information | Consent | Action | | | |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 25%;">Goal 1 </td> <td style="text-align: center; width: 25%;">Goal 2 </td> <td style="text-align: center; width: 25%;">Goal 3 </td> <td style="text-align: center; width: 25%;">Goal 4 </td> </tr> </table> | Goal 1 | Goal 2 | Goal 3 | Goal 4 |
| Goal 1 | Goal 2 | Goal 3 | Goal 4 | | |
| Recommended: <hr style="width: 80%; margin-left: 0;"/> Elba G. Gomez Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration: <hr style="width: 80%; margin-left: 0;"/> Sunita V. Cooke, Ph.D. Superintendent/President | | | | |

BACKGROUND

Human Resources staff identified the need to conduct a comprehensive classification and compensation study covering 215 classifications and 1,395 positions. The purpose of the study is to modernize the district’s job classification system, ensure compliance with applicable laws and regulations, and establish a competitive and equitable compensation structure that supports recruitment, retention, and advancement while aligning with the district’s mission and Board Policy 7130: Compensation.

The study will include classification and compensation review for Academic Administrators, Assistant Superintendents/Vice Presidents and Associate Vice Presidents, Classified Administrators, Classified Employees, Confidential Employees, and the Superintendent/President, as well as a compensation-only review for Full-Time and Associate Faculty. The work will be completed in two phases: classification review and class specification development, followed by compensation analysis and salary recommendations.

STATUS

The Purchasing Department issued RFP #03-26 Classification and Compensation Study, which was publicly advertised in the San Diego Union-Tribune on December 4 and December 11, 2025. RFP documents were made available through the district’s PlanetBids bid management portal and distributed to 71 firms. By the February 3, 2026, proposal due date, 11 electronic proposals were received. One proposal was deemed non-responsive, resulting in 10 responsive proposals.


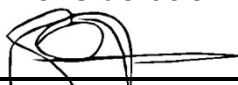
An evaluation committee comprised of representatives from Human Resources, Administrative Services, Research, Planning and Institutional Effectiveness (RPIE), and the

Purchasing Department conducted a comprehensive review and ranking of the written proposals. Based on the evaluation results, the committee invited McKnight Associates, Gallagher Benefit Services, Inc., and The Segal Company to participate in interviews.

In accordance with the RFP and Administrative Procedure 6430 Bids and Contracts, the district will award an agreement to the responsive and responsible firm whose proposal provides the best value and greatest overall advantage to the district, taking into consideration experience conducting higher education classification and compensation studies, technical approach, cost, and client references. Following completion of the interview process, the evaluation committee recommends awarding an agreement to The Segal Company in an amount not to exceed \$260,000.

RECOMMENDATION

Approve contract with The Segal Company, for RFP #03-26 Classification and Compensation Study for a total contract amount of \$260,000.

| | |
|---|---|
| Subject: Approve Oceanside Campus Existing Leased Modular Buildings Purchase Project | Attachments: None |
| Category: Consent Items | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommended:  <hr/> Elba G. Gomez Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

This project will transition the district from leasing to purchasing temporary facilities currently utilized at the Oceanside Campus. These modular units have provided essential swing space for offices, classrooms, and restrooms during major campus renovations and modernization efforts.

STATUS

Transitioning from leasing to ownership is a strategic fiscal decision, as it is determined to be more cost-effective for the district's continuing space needs than ongoing lease payments.

This purchase includes a comprehensive inventory of modular units currently under lease and situated on-site:

- Class Leasing: The T200 Swing space series, including one 96'x40' custom office, six 48'x40' offices, and two 12'x40' restrooms. It also includes the T570 office building (24'x60').
- Williams Scotsman: The T140 modular unit (24'x60').

The project has a total estimated budget of \$2,013,834.54, broken down as follows:

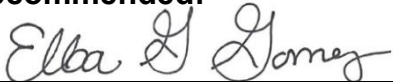

| | |
|--------------------------|---------------------|
| Class Leasing | \$1,573,505.00 |
| Williams Scotsman | \$207,499.01 |
| Project Management Costs | \$53,730.53 |
| Contingency | <u>\$179,100.00</u> |
| Project Total | \$2,013,834.54 |

District staff and the Program Management Office (PMO) have identified Measure MM Bond interest to fund the project.

Following Board approval of this project and budget, individual vendor contracts will be brought to the Board for either prior approval or ratification, in accordance with applicable bid limits and Board policies.

RECOMMENDATION

Approve Existing Oceanside Campus Leased Trailers Project with a total budget of \$2,023,834.54.

| | |
|--|---|
| Subject: Approve Purchase From Community College Library Consortium for FY2027 | Attachment: None |
| Category: Consent Items | Type of Board Consideration: Information <input checked="" type="checkbox"/> Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <input checked="" type="checkbox"/> Goal 1 <input checked="" type="checkbox"/> Goal 2 <input checked="" type="checkbox"/> Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommended:  Elba G. Gomez Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

Each year, the Library provides access to a wide range of digital resources that support instruction and research across all disciplines. These resources include electronic periodical databases, streaming media, virtual reference tools, and eBooks. They are accessible to all currently enrolled students and employees at MiraCosta College, both on campus and remotely, and support students enrolled for in-person, hybrid, and online courses at all four district locations.

To ensure cost-effective access to these high-quality educational materials, the district participates in the Community College Library Consortium (CCLC). This statewide cooperative purchasing program is led by the Council of Chief Librarians and the Community College League of California, allowing the district to leverage the collective buying power of all 116 California community colleges.








STATUS

California Education Code 81651 states that the governing board of any community college in accordance with California Education Code 81651, the governing board of a community college district may purchase library materials, such as textbooks, periodicals, software, and media, without requiring bids or estimates. For the upcoming academic year, July 1, 2026, through June 30, 2027, the library plans to continue its subscription services through the CCLC. The estimated cost for these resources is approximately \$345,000.

Funding for this procurement is provided through California lottery funds specifically designated for library materials. Any associated software licensing, technical support, and maintenance costs are already incorporated into the district’s existing technology budget.

RECOMMENDATION

Approve the purchase of electronic content from the Community College League of California Library Consortium, in an amount not to exceed \$345,000.

| | |
|---|---|
| Subject: Approve Renewal of Okta Identity and Access Management Security Software | Attachment: CDW-G quote dated 01/22/26 |
| Category: Consent Items | Type of Board Consideration: <div style="text-align: center;">  Information Consent Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="text-align: center;">     Goal 1 Goal 2 Goal 3 Goal 4 </div> |
| Recommended:  <hr/> Elba G. Gomez Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

In March 2022, the Board of Trustees approved Agenda Item VIII.G, the implementation of the Okta Identity and Access Management (IAM) system. Okta provides a unified security gateway that integrates Multi-Factor Authentication (MFA) and Single Sign-On (SSO) capabilities and provides high-level identity verification required to protect sensitive data. The district is currently processing the routine annual renewal of these subscriptions, including technical support and maintenance, to maintain this essential cybersecurity framework for all students and staff.

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 Foundation for California Community Colleges (FCCC) agreement with Okta, Agreement No. 0000-3451, and College Buys-CSU Master Agreement # 00004442 through CDW-G as the authorized reseller, provides the lowest cost and best overall value to the district for technology purchases.

The Okta Identity and Access Management (IAM) security software renewal, including technical support and maintenance, was identified with a total list price of \$618,575. By utilizing the Foundation for California Community Colleges (FCCC) and CollegeBuys agreements, the district secured a 77.8 percent negotiated discount, resulting in a total annual cost of \$137,605. The contract period will be for one year, from May 15, 2026, through May 14, 2027.

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

RECOMMENDATION

Approve the purchase of the Okta IAM system software from CDW-G in accordance with the terms and conditions of the FCCC's Okta Agreement No. 0000-3451 and College Buys-CSU Master Agreement # 00004442 for the annual cost of \$137,605.

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

BACKGROUND

Board Policy 6330—Purchasing and Contracts requires, in part, that all contracts valued at more than the current bid level, as specified in Public Contract Code §20651 et seq. (calendar year 2026 = \$119,100), will be presented to the Board of Trustees for prior approval, but that contracts valued at less than the current Public Contract Code bid level may be presented to the Board for ratification rather than prior to execution. All contracts ratified by the Board shall be deemed to be fully executed district commitments and may not be subsequently canceled, withheld, or amended, unless determined by the vice president, administrative services to be a legally unenforceable obligation.

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

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

STATUS

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

RECOMMENDATION

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

**Contract and Purchase Order Ratification List
February 14, 2026 - March 23, 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 |
|-------------|--------------------------------------|---|---------------|
| 26000933_PO | Maurice Gannon | 5900 Fertigation System Enclosure (Fac) | \$24,300.00 |
| 26000806_PO | Maurice Gannon | 4600-1200 Pads and Hazards (Fac) | \$24,050.00 |
| 26000911_PO | Frontier Fence Company Inc | Compressor enclosure and privacy link enclosure (Fac) | \$23,227.00 |
| 26000912_PO | Maurice Gannon | 4200 Facilities Cart Storage Pad (Fac) | \$23,100.00 |
| 26000995_PO | Maurice Gannon | 2300 Slope Retaining Wall and Storm Drain (Fac) | \$21,400.00 |
| 26000913_PO | Maurice Gannon | Building 3500 North Sidewalk Tripping Hazard Repair (Fac) | \$21,200.00 |
| 26000860_PO | Frontier Fence Company Inc | fence and gate repair project (Fac) | \$20,359.00 |
| 26000640_PO | A.Preman Roofing, Inc. | San elijo buildings 800 and 900 repairs (Fac) | \$20,100.00 |
| 26000996_PO | Maurice Gannon | 1200 Fountain Storm Drain and Flat Work Repair (Fac) | \$19,600.00 |
| 26000814_PO | Maurice Gannon | 4200 Facilities Cart Storage Retaining Wall (Fac) | \$18,400.00 |
| 26001045_PO | Frontier Fence Company Inc | 4200 storage fence enlargement (Fac) | \$17,065.00 |
| 26001001_PO | Weiland and Associates, Inc. | CLC Quad Lawns Replacement (Fac) | \$16,175.00 |
| 26000804_PO | Botsford Construction Inc | 8000 Water Intrusion Build (Fac) | \$15,000.00 |
| 26000619_PO | Pathway Communications, Ltd | Miscellaneous AV PATHWAY (Adult Ed) | \$12,322.52 |
| 26000574_PO | Communication Wiring Specialists Inc | speaker installation for OC1200 (Fac) | \$12,219.00 |
| 26000803_PO | HCI Systems Inc | Fire / Life Safety and Fire Sprinkler Test & Inspection (Fac) | \$12,000.00 |
| 26000642_PO | ABC School Equipment Inc | Replace broken glass whiteboard with new (Fac) | \$11,180.30 |
| 26000643_PO | Eugene Fitzpatrick | Removal and installation of architectural volumetric LED fixtures (Fac) | \$7,500.00 |
| 26000992_PO | Eugene Fitzpatrick | Replace damaged street light (Fac) | \$6,175.00 |
| 26001002_PO | Southland Technology | Board Room Servicing and Troubleshooting (Fac) | \$5,000.00 |
| 26001080_PO | Eugene Fitzpatrick | Facilities Cart chargers (Fac) | \$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 |
|-------------|------------------------------------|----------------------------------|---------------|
| 26000656_PO | AGB Search, LLC | Contract Services (HR) | \$70,000.00 |
| 26000960_PO | Merchant McIntyre & Associates LLC | Contract Services (Student Serv) | \$60,000.00 |
| 26000846_PO | CDW Government Inc | Equipment Technology (ITS) | \$59,953.01 |
| 26001007_PO | Clear Channel Traffic S D | Advertising (PIO) | \$55,141.25 |

| | | | |
|-------------|-------------------------------------|-----------------------------------|-------------|
| 26000739_PO | ePlus Technology, inc. | Equipment (ITS) | \$53,674.68 |
| 26000637_PO | Instructure Inc | Contract Services (Admin & Rec) | \$38,629.50 |
| 26000591_PO | Grainger | Instructional Equipment (Soc Sci) | \$37,715.36 |
| 26000909_PO | Follett Higher Education Group, LLC | Financial Aid Non-Cash (Fin Aid) | \$34,419.94 |
| 26000833_PO | ServareGMP | Contract Services (Work Dev) | \$30,000.00 |
| 26001049_PO | San Diego County FBC | Insurance (Rsk Mgmt) | \$29,886.46 |
| 26000857_PO | Workday Inc | Software Renewal (ITS) | \$28,800.00 |
| 26001096_PO | Pearson Education | Instructional Supplies (ESL) | \$27,109.01 |
| 26000931_PO | Economic Modeling, LLC | Software Renewal (Career Ed) | \$26,500.00 |
| 26000858_PO | Atlassian Pty Ltd | Software Renewal (ITS) | \$25,800.00 |
| 26000572_PO | Blackhawk Network Inc. | Gift Cards (EOPS) | \$25,023.04 |
| 26000856_PO | Novogradac & Company LLP | Contract Services (Fac) | \$25,000.00 |

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

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

| PO # | Vendor | Description | Amount |
|-------------|----------------------------------|------------------------------|---------------|
| 26000726_PO | Swank Motion Pictures Inc | Library E-Resources (Lib) | \$24,255.00 |
| 26000824_PO | Rescigno's Mailing Solutions | Contract Services (Found) | \$19,984.20 |
| 26000617_PO | IBIS World Inc | Library E-Resource (Lib) | \$19,940.00 |
| 26000655_PO | Quality Lock & Safe | Services/Repairs (Fac) | \$18,780.67 |
| 26000598_PO | Laurence Clement | Contract Services (Work Dev) | \$18,000.00 |
| 26001097_PO | CENGAGE Learning Inc / Gale | Instructional Supplies (ESL) | \$16,562.25 |
| 26000993_PO | Waxie Punchout | Supplies (Fac) | \$15,565.09 |
| 26000727_PO | Johnson Flooring Inc | Services/Repairs (Fac) | \$15,000.00 |
| 26000983_PO | Oside Arena Holdings Inc | Contract Services (PIO) | \$15,000.00 |
| 26000652_PO | Quality Lock & Safe | Services/Repairs (Fac) | \$14,207.48 |
| 26000810_PO | RNS Communications | Advertising (PIO) | \$13,883.06 |
| 26000662_PO | EBSCO Industries | E-Resources (Lib) | \$13,718.32 |
| 26001030_PO | Bibliotheca LLC | Software Renewal (ITS) | \$12,608.16 |
| 26001041_PO | Cambridge University Press | E-Resources (Lib) | \$11,848.85 |
| 26000687_PO | Educational Computer Systems | Contract Services (Cash) | \$11,676.24 |
| 26000634_PO | Mission Electric Supply, Inc | Equipment (Fac) | \$10,918.07 |
| 26000677_PO | Pharos Systems International Inc | Software Renewal (ITS) | \$10,700.62 |
| 26001040_PO | Oxford University Press | E-Resources (Lib) | \$10,040.00 |
| 26000891_PO | Trist Curless | Contract Services (Mus) | \$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 |
|-------------|-----------------------------|--------------------------------|---------------|
| 26000671_PO | Graybar Electric | Equipment (ITS) | \$9,622.23 |
| 26000882_PO | CDW Government Inc | Software (ITS) | \$9,503.80 |
| 25005123_PO | Edlvent, Inc. | Software Renewal (Career Ed) | \$8,910.40 |
| 26000649_PO | RM Executive Transportation | Contract Services (Student Eq) | \$8,776.98 |
| 26001087_PO | Hobart | Emergency Repairs (Fac) | \$8,270.89 |
| 26000874_PO | Pine & Powell Partners LLC | Contract Services (EOPS) | \$7,232.00 |
| 26001015_PO | Stotz Equipment | Equipment (Fac) | \$6,254.50 |
| 26001010_PO | Compass Group USA Inc | Food (Wrk Dev) | \$6,206.14 |

| | | | |
|-------------|--|------------------------------|------------|
| 26000653_PO | Quality Lock & Safe | Services /Repairs (Fac) | \$6,017.10 |
| 26000654_PO | Quality Lock & Safe | | \$6,017.10 |
| 26000868_PO | Venus Designs Inc | Contract Service (Career Ed) | \$5,950.00 |
| 26000793_PO | 4imprint | Promotional Items (PIO) | \$5,925.33 |
| 26001005_PO | University Corporation for Advanced Internet Development | Software Renewal (ITS) | \$5,638.00 |
| 26000838_PO | Amazon (Punchout) | Supplies (Transfer Cen) | \$5,601.44 |
| 26000974_PO | Avalon Transportation LLC | Contract Services (EOPS) | \$5,389.56 |
| 26001079_PO | Follett Higher Education Group, LLC | Supplies (Fin Aid) | \$5,264.52 |
| 26001004_PO | Pathway Communications, Ltd | Contract Service (ITS) | \$5,000.00 |

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

| Change Orders | | | |
|----------------------|---------------|--------------------|---------------|
| PO # | Vendor | Description | Amount |
| | | | |
| | | | |

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: \$1,361,293.07 |
| Ratify MCC purchase orders 26000571 through 26001100 |

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 |
| 26000026_SCON | SEIU Education and Support Fund | SEIU Family Child Care Development | \$200,000.00 |
| 26000040_SCON | CVS Pharmacy, Inc | CVS Externship Training Agreement | \$200,000.00 |
| 26000025_SCON | Laurence Clement | Laurence Clement - Science-Driven Talent Solutions Consultant | \$72,000.00 |
| 26000027_SCON | Foundation for California Community Colleges | FCCC (CoP) Course Agreement | \$26,666.66 |
| 26000038_SCON | California Physicians Service | Blue Shield MOU April 1 | \$0.00 |
| 26000041_SCON | California Physicians Service | Blue Shield MOU April 9 | \$0.00 |

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

| Facilities Use Agreements | | | |
|----------------------------------|---------------------------------------|---|---------------|
| Contract # | Licensee | Description | Amount |
| 26000029_SCON | California Interscholastic Federation | Civic Center – 2026 CIFSDS Basketball Championships | \$1,065.00 |
| 26000030_SCON | City of Oceanside | Civis Center - Screening | \$484.00 |

**Capital Improvement Program Contract and Purchase Order Ratification List
February 14, 2026 - March 23, 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 |
|------|-------------------------|-------------|--------|
| | 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 Greater Than \$25,000

| PO # | Vendor | Description | Amount |
|----------|--------------------------------|--|--------------|
| 26000887 | TYR, Inc. | 04237 – B4500 – DSA Certified Project Inspectors Services for the Duration of B4500 Renovation (OCN) | \$254,464.00 |
| 26000832 | Elite Relocation Services, LLC | 04205 - 3000 Series Project – Moving Various Items to Newly Renovated 3000 Building (OCN) | \$53,428.92 |
| 26000878 | ePlus Technology, inc. | 04205 3000 Series Project – Phones for Offices, Classrooms, and conference Rooms (OCN) | \$49,757.11 |
| 26000879 | Dellyn Design LLC | 04205 – 3000s Series Project – Move Management Services Planning, Coordination, Phasing, Communication Coordination, and On-Site Oversight (OCN) | \$49,700.00 |
| 26000932 | CDW Government Inc | 04205 – 3000s Series Project – B32 and B34 UPS Equipment (OCN) | \$41,458.55 |
| 26000876 | Johnson Flooring Inc | 04204 Gym Floor Prep and Refinish (OCN) | \$37,000.00 |
| 26000582 | Aztec Containers | 04205 – 3000s Series Project – Procurement of (4) 40 Ft, New Storage Container with Cargo Doors and New Galv Wind Turbines. (OCN) | \$31,890.45 |

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 |
|------|-------------------------|-------------|--------|
| | No Entries At this Time | | |

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 |
|----------|-------------------------------------|------------------------------|----------|
| 26000877 | State Water Resources Control Board | 04205 Annual Permit Fee (OC) | \$673.00 |

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 |
|------|-------------------------|-------------|--------|
| | No Entries At this Time | | |






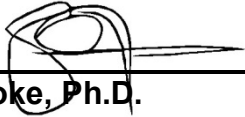
In accordance with Public Contract Code Sections 20651, 20655, 20659, Education Code Section 81656, and Board Agenda Item VIII.L (12/9/15), the following transactions were entered into and approved by the vice president, administrative services.

Construction Contract Change Orders

| PO # | Vendor | Description | Amount |
|-------------|-------------------------|--------------------|---------------|
| | No Entries At this Time | | |

Total Contract Expenditures: \$ 518,372.03

Ratify Purchase Orders – 2600:582,832,877,879,887,876,878,932

| | |
|---|--|
| Subject: Board Policy 2200 – Board Duties and Responsibilities | Attachment: Board Policy 2200 – Board Duties and Responsibilities |
| Category: Board Policies – First Read | Type of Board Consideration:  Information Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported:     Goal 1 Goal 2 Goal 3 Goal 4 |
| | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

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

STATUS

A review of edits made to Board Policy 2200 – Board Duties and Responsibilities has been completed and approved by College Council. The policy is now presented for a first read by the Board of Trustees.

RECOMMENDATION

For information only.

The Board of Trustees is authorized by statutes of the state of California to establish, maintain, operate, and govern one or more community colleges in accordance with all the applicable laws and the Constitutions of California and the United States. In so doing, the board may initiate and carry on any program or activity, or may otherwise act in any manner that is not in conflict with, inconsistent with, or preempted by any law that does not conflict with the purposes for which community college districts are established, and that supports the mission of the MiraCosta Community College District.

Following are specific fiduciary duties and responsibilities of the board:

- A. Represent the public interest.
- B. Hire and evaluate the superintendent/president.
- C. Delegate power and authority to the superintendent/president to effectively lead the district.
- D. In accordance with Board Policy 2510 Collegial Governance and Participation in Local Decision Making: Establish policies that ensure the district operates in an equity-minded and anti-racist manner.
 - Establish policies that ensure the district operates in an equity-minded and anti-racist manner
 - Establish policies for, and approve, current long-range academic and facilities plans and programs and promote orderly growth and development of the college.
 - Establish policies for and approve courses of instruction and educational programs.
 - Establish academic standards, progress notice and progress separation and readmission policies, and graduation requirements consistent with minimum standards adopted by the Board of Governors. Award degrees, certificates and diplomas to students upon completion of prescribed courses or curriculum.
- ~~E. Establish policies for, and approve, current long-range academic and facilities plans and programs and promote orderly growth and development of the college.~~
- ~~F. Establish policies for and approve courses of instruction and educational programs.~~
- ~~G. Establish academic standards, progress notice and progress separation and readmission policies, and graduation requirements consistent with minimum standards adopted by the Board of Governors. Award degrees, certificates and diplomas to students upon completion of prescribed courses or curriculum.~~
- ~~H.E. Ratify the hiring of personnel, Employ and assign all personnel, consistent with minimum standards adopted by the Board of Governors, and, in keeping with~~

statutory guidelines, ~~establish~~ oversee employment practices, salaries, and benefits for all employees. Following applicable due process guidelines, terminate the employment of any employee when, in the board's judgment, the best interests of education in the district so require.

MiraCosta Community College District

Page 1 of 2





Adoption History: 4/7/09, 11/18/15, 10/21/21, 11/16/23

Reference Update: 11/14, 4/24

References: ACCJC Accreditation Standard 4

CCLC Update: #25, 11/14; #44, 4/24

Steering: S/P / N/A

| | |
|---|--|
| Subject: Consideration and Adoption of Resolution No. 14-25/26 to Reduce or Eliminate Classified Services | Attachment: Resolution No. 14-25/26, Layoff of Specially Funded Classified Employee |
| Category: Action Items | Type of Board Consideration: Information Consent Action  |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: Goal 1 Goal 2 Goal 3 Goal 4  |
| Recommended:  <hr/> Hayley D. Schwartzkopf, J.D. Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

In 2022, MiraCosta College advanced its commitment to Confianza, Cultura, Cariño y Comunidad by strengthening and humanizing the college’s network of care to better support and propel students toward academic and career success. The college implemented a series of interconnected, equity-minded strategies designed to scale research-supported interventions shown to be most effective in improving Hispanic student attainment. These efforts addressed critical gaps across the student experience, helping to create more seamless pathways into regionally high-demand, high-wage careers. These efforts were funded by Title V grants from the United States Department of Education.

On September 11, 2025, MiraCosta College received notification from the Department of Education that it would discontinue further funding and operation of discretionary Hispanic-Serving Institutions (HSI) programs.

STATUS

As a result of the expiration of the specially funded Title V grant, it is necessary that the following position associated with the HSI program be eliminated due to lack of funds:

- Permanent Classified Grant Project Director (P-12059) ending June 30, 2026.

RECOMMENDATION

Approve reduction of the specially funded classified Grant Project Director (P-12059) position and adopt Resolution No. 14-25/26, layoff of specially funded classified employee, as stated above.

RESOLUTION NO. 14-25/26
RESOLUTION FOR LAYOFF OF SPECIALLY FUNDED CLASSIFIED EMPLOYEE

BOARD OF TRUSTEES
MIRACOSTA COMMUNITY COLLEGE DISTRICT
COUNTY OF SAN DIEGO, CALIFORNIA

| | | |
|-----------------------------|---|----------------------|
| In the Matter of |) | |
| The Reduction of |) | RESOLUTION TO LAYOFF |
| Specially Funded Classified |) | SPECIALLY FUNDED |
| Employee |) | CLASSIFIED EMPLOYEE |
| |) | |
| |) | |

WHEREAS, the Governing Board, under the authority of Education Code section 88117, determines that a lack of work and/or funding requires the elimination of certain specially funded classified services for the 2026/2027 school year;

WHEREAS, this reduction in services will result in the termination of employment for a specific classified employee;

WHEREAS, when a reduction or elimination of services occurs due to the expiration of a specially funded program, the District must provide affected employees with at least 60 days' notice before their layoff takes effect;

THEREFORE, BE IT RESOLVED that the Governing Board of the MiraCosta Community College District will reduce or eliminate the following classified service by the date specified below:

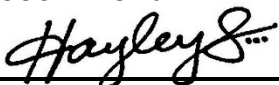
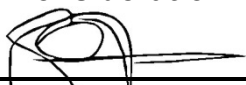
- 1.0 FTE Grant Project Director (P-12059) ending June 30, 2026.

The Superintendent or her designee must notify affected employees of their layoffs at least 60 days before the effective date, as required by Education Code sections 88017, 88117, and 88127.

The Governing Board of the MiraCosta Community College District adopted this resolution at its meeting on April 16, 2026, with the following vote:

AYES:
NOES:
ABSENT:

BOARD OF TRUSTEES
By: _____

| | |
|--|--|
| Subject: Ratify the MiraCosta Community College District Classified Senate Employee Working Conditions Manual | Attachment: Classified Senate Working Conditions Manual |
| Category: Action Items | Type of Board Consideration: Information Consent <input checked="" type="checkbox"/> Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: Goal 1 Goal 2 Goal 3 <input checked="" type="checkbox"/> Goal 4 |
| Recommend:  _____ Hayley D. Schwartzkopf, J.D. Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  _____ Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

During the 2025/26 academic year, the district engaged in collegial negotiations via the meet and confer process with the MiraCosta Community College District Classified Senate (“Classified Senate”) pursuant to Board Policy 7140.


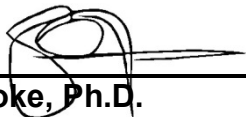
STATUS

The district’s negotiators and the Classified Senate have met and conferred regarding changes to the Working Conditions Manual. The Classified Senate subsequently ratified the agreement. The economic and non-economic issues were reviewed with the Board of Trustees in closed session throughout the meet and confer process.

The complete document is available online and a copy is on file with the secretary of the Board of Trustees.

RECOMMENDATION

Ratify the attached Classified Senate Employee Working Conditions Manual and authorize the superintendent/president to sign the agreement on behalf of the district, as stated.

| | |
|---|---|
| Subject: Appoint Independent Citizens' Bond Oversight Committee Members | Attachment: None |
| Category: Action Items | Type of Board Consideration: Information Consent Action |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: Goal 1 Goal 2 Goal 3 Goal 4 |
| Recommended:  <hr/> Elba G. Gomez Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

After the passage of Measure MM on November 8, 2016, the governing board established an Independent Citizens' Bond Oversight (ICBOC) committee on March 9, 2017, as required by state law. The purpose of the committee is to keep the public informed about the expenditure of bond revenues, review and report on the proper expenditure of taxpayers' money for school construction and advise the public as to the MiraCosta Community College District's compliance with Proposition 39 requirements, as contained in the California Constitution. The committee consists of seven (7) members as follows:

- One (1) member active in a business organization representing the business community located in the district
- One (1) member active in a senior citizens' organization
- One (1) member active in a bona-fide taxpayers association
- One (1) student enrolled and active in a community college support group
- One (1) member active in a support organization for the district, such as a foundation
- Two (2) members of the community at large







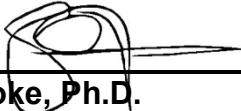
Per the Independent Citizens' Bond Oversight Committee Bylaws, Section 5. Membership, 5.4 Term, "...each member shall serve a term of two (2) years, commencing as of the date of appointment by the board. No member may serve more than three (3) consecutive terms..."

STATUS

Ian Vargas Polo has applied for appointment to first term as the student representative. Mr. Vargas Polo is a current member of the Associated Student Government and an Accounting and Finance student at MiraCosta College.

RECOMMENDATION

Appoint Ian Vargas Polo for a first two-year term, beginning April 16, 2026, as the student representative of the Independent Citizens' Bond Oversight Committee.

| | |
|--|---|
| Subject: Approve Naming of Bio Processing Lab 13103, Within Biotechnology/Chemistry Building 13 | Attachments: None |
| Category: Action Item | Type of Board Consideration: Information Consent Action  |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported:     Goal 1 Goal 2 Goal 3 Goal 4 |
| Recommended:  <hr/> Elba G. Gomez Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

BACKGROUND

The MiraCosta College Foundation, working in accordance with Board Policy and Administrative Procedure 3820 – Gifts and 6620 – Naming of Facilities, initiated a fundraising effort to secure \$200,000 over five years (pledged for June 2026 to June 2030) in unrestricted funds from Drs. Janice and Matthias Kurth to name a laboratory within the Biotechnology/Chemistry Building 13.

In alignment with Board Policy 6620-Naming of Facilities, it is the responsibility of the Board of Trustees to provide final approval for the naming of any building or facility on any campus.

STATUS

Dr. Janice Kurth has served as a member of the volunteer Board of Directors for the MiraCosta College Foundation since 2016. Dr. Janice Kurth served two years as vice president of the Foundation Board and is currently in her second year as president. After her term ends on June 30, 2026, she will be nominated as an Emeritus Board Member of the MiraCosta College Foundation. Dr. Janice Kurth and her husband, Dr. Mattias Kurth, have both dedicated their careers to biotechnology.

With the Board's approval, in recognition of the \$200,000 pledged gift, Bio Processing Lab 13103 will become known as the “Drs. Janice and Matthias Kurth Bioprocessing Suite.” Signage on the outside of the building and inside the laboratory will be installed to reflect the name, as will all college materials, maps, and directories.

RECOMMENDATION

Approve the naming of the Drs. Janice and Matthias Kurth Bioprocessing Suite, as detailed above.

| | | | | | |
|--|--|-------------------|-------------------|-------------------|-------------------|
| Subject: Adopt Resolution No. 15-25/26: Authorize Purchase of Modular Buildings from Class Leasing, LLC | Attachment: <ul style="list-style-type: none"> • Resolution No. 15-25/26 • Agreement for Purchase and Sale of Modular Buildings | | | | |
| Category: Action Item | Type of Board Consideration: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 33%;">Information</td> <td style="text-align: center; width: 33%;">Consent</td> <td style="text-align: center; width: 33%;">Action </td> </tr> </table> | Information | Consent | Action | |
| Information | Consent | Action | | | |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 25%;"> Goal 1 </td> <td style="text-align: center; width: 25%;"> Goal 2 </td> <td style="text-align: center; width: 25%;"> Goal 3 </td> <td style="text-align: center; width: 25%;"> Goal 4 </td> </tr> </table> | Goal 1 | Goal 2 | Goal 3 | Goal 4 |
| Goal 1 | Goal 2 | Goal 3 | Goal 4 | | |
| Recommended: <hr style="width: 80%; margin-left: 0;"/> Elba G. Gomez Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration: <hr style="width: 80%; margin-left: 0;"/> Sunita V. Cooke, Ph.D. Superintendent/President | | | | |

BACKGROUND

The district entered into lease agreements in November 21, 2019, (2736) and June 3, 2025, (10161) with Class Leasing, LLC (“Leases”) for the lease of ten (10) modular buildings (“Modular Buildings”). At the time the district entered into the Leases with Class Leasing, it was anticipated that there would only be a short-term need for use of the Modular Buildings. The district has now determined that there is a long-term need for use of the Modular Buildings.

With the need for continuing use of the Modular Buildings, district staff evaluated whether the district’s fiscal interests are best served by continuation and renewals of the leases with Class Leasing or to purchase the Modular Buildings. Staff evaluation concluded that the district fiscal interests are better served by the purchase of the Modular Buildings.

STATUS

Class Leasing submitted price proposals for the district’s purchase of the Modular Buildings totaling \$1,583,505 (“Modulars Purchase Price”). District staff reviewed the Modulars Purchase Price and confirmed that the Modulars Purchase Price is consistent with current market value of the Modular Buildings and that the Modulars Purchase Price is fair and reasonable. The Modulars Purchase Price and other terms and conditions for the district’s purchase of the Modular Buildings are incorporated into an Agreement for Purchase and Sale of Modular Buildings attached hereto and incorporated herein (“Purchase Agreement”).

Typically, contracts with the value of the Purchase Agreement would require the district to engage in a competitive proposal process before awarding a contract. Approval of the Purchase Agreement is accompanied by Resolution No. 15-25/26 attached hereto and

incorporated herein which describes circumstances under which the typical requirement for the district to engage in a competitive process to award the Purchase Agreement are deemed inapplicable as a matter of law. Resolution No. 15-25/26 describes how the removal and replacement of the Modular Buildings will disrupt district operations and that the anticipated costs of procuring replacements for the Modular Buildings will be more costly than purchase of the Modular Buildings.

The Modular Buildings included in this project are the entire T200 Swing space series, including one 96'x40' custom office, six 48'x40' offices, and two 12'x40' restrooms, as well as the T570 office building (24'x60').

The attached Resolution No. 15-25/26 establishes the authority of the district to approve the Purchase Agreement.

RECOMMENDATION

Adopt Resolution No. 15-25/26 authorizing approval of the Agreement for Purchase and Sale of Modular Buildings from Class Leasing, LLC without a competitive proposal process.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 15-25/26**

AUTHORIZE PURCHASE OF MODULAR BUILDINGS FROM CLASS LEASING, LLC

WHEREAS, in or about June 2016 the Chawanakee Unified School District (“CUSD”) engaged in a competitive proposal process to award a contract to furnish and install modular buildings; Class Leasing, LLC (“Class Leasing”) was awarded the contract to furnish and install modular buildings; and

WHEREAS, the contract CUSD awarded to Class Leasing to furnish and install modular buildings incorporated provisions authorizing other public agencies, including the district, to lease or purchase modular buildings from Class Leasing upon the terms of the contract awarded by CUSD (“CUSD Piggyback”); and

WHEREAS, in or about January 2023 the Gonzales Unified School District (“GUSD”) engaged in a competitive proposal process to award a contract to furnish and install modular buildings; Class Leasing, LLC (“Class Leasing”) was awarded the contract to furnish and install modular buildings; and

WHEREAS, the Contract GUSD awarded to Class Leasing to furnish and install modular buildings incorporated provisions authorizing other public agencies, including the district, to lease or purchase modular buildings from Class Leasing upon the terms of the contract awarded by CUSD (“GUSD Piggyback”); and

WHEREAS, in accordance with the “CUSD Piggyback”, in or about June 2018, the district entered into a lease agreement, identified as Lease Number 2736, with Class Leasing to lease nine (9) modular buildings from Class Leasing (“Lease No. 2736 Modulares”) ; and

WHEREAS, in accordance with the “GUSD Piggyback”, in or about June, 3, 2025, the District entered into a lease agreement, identified as Lease Number 10161, with Class Leasing to lease one (1) modular building (“Lease No. 10161 Modulares”); and

WHEREAS, the District renewed the lease agreements for the Lease No. 2736 Modulares in or about May 15, 2024 and May 15, 2025 in accordance with the GUSD Piggyback; and

WHEREAS, Class Leasing has delivered and installed the Lease No. 2736 Modulares and the Lease No. 10161 Modulares; the Lease No. 2736 Modulares and the Lease No. 10161 Modulares have been used continuously by the district since delivery and installation thereof; and

WHEREAS, when the district entered into the lease agreements for the Lease No. 2736 Modulares and the Lease No. 10161 Modular with Class Leasing, the district anticipated short-term duration needs for use of the Lease No. 2736 Modulares and the Lease No. 10161 Modular; and

WHEREAS, the district has determined that there is an on-going and long-term need for the district’s use of the Lease No. 2736 Modulares and the Lease No. 10161 Modular; and

WHEREAS, in light of the on-going need for use of the Lease No. 2736 Modulares and the Lease No. 10161 Modular, district staff evaluated the continuing costs under the lease agreements for Lease No. 2736 Modulares and Lease No. 10161 Modulares and the costs of purchasing Lease No. 2736 Modulares and Lease No. 10161 Modular; and

WHEREAS, the district staff’s evaluation concluded that with the district’s long-term needs for use of the Lease No. 2736 Modulares and the Lease No. 10161 Modular, the economic

interests of the district are better served by the purchase of the Lease No. 2736 Modulares and the Lease No. 10161 Modular rather than continuing to lease the Lease No. 2736 Modulares and the Lease No. 10161 Modular from Class Leasing; and

WHEREAS, the district obtained proposals from Class Leasing for the District’s purchase of Lease No. 2736 Modulares, including 2) 96’x40’ ramps and Lease No. 10161 Modular, for a total purchase price of \$1,583,505 (“Modulares Purchase Price”); the following is a breakdown of the Modulares Purchase Price for the Lease No. 2736 Modulares, the Lease No. 10161 Modular and the Access Ramps:

| Lease No. 2736 Modulares | | |
|--|---|----------------------------------|
| Serial Number | Size and Description | Portion of Purchase Price |
| P-20-2196A/B/C/D | (1) 96’x40’ Custom Office | \$329,558 |
| P-20-2193 A/B/C/D P-20-2194A/B/C/D P-20-2195 A/B/C/D P-20-2197 A/B/C/D P-20-2198 A/B/C/D P-20-2199 A/B/C/D | (6) 48’x40’ DSA Classroom | 883,554 |
| P-20-2191 P-20-2192 | (2) 12’40’ Restrooms | \$293,850 |
| | (2)96’x40’ Ramps 5’x7’ landing with 11’x4’ Ramps | \$9,180 |
| | Total Purchase off lease | 1,516,142 |
| Lease No. 10161 | | |
| P-18-1820 A/B | (1) DSA 24’x60’ office building S/N with existing ramp / landing combinations | \$67,363 |
| | Total Purchase Off Lease | \$67,363 |
| Total purchase off lease price | | 1,583,505 |

WHEREAS, district staff evaluated the Modulares Purchase Price and determined that the Modulares Purchase Price is fair, reasonable and consistent with current marketplace pricing; and

WHEREAS, the Lease No. 2736 Modulares, the Lease No. 10161 Modular and the Access Ramps are necessary and critical for continuing district operations; and

WHEREAS, Public Contract Code §20651 generally requires the district to engage in a competitive process for award of contracts with the value of the Modulares Purchase Price; and

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

WHEREAS, engaging in a competitive selection process to procure the Modular Buildings would be undesirable and impractical for the following reasons: (i) replacement of the Lease No. 2736 Modulares, the Lease No. 100161 Modular and the Access Ramps will severely disrupt district operations; and (ii) the costs for the district to procure and install replacement modular buildings will exceed the Modulares Purchase Price; and

WHEREAS, attached hereto is a copy of the Agreement for Purchase and Sale of Modular Buildings which sets forth the terms and conditions of the district's purchase of the Lease No. 2736 Modulares, the Lease No. 10161 Modular and the Access Ramps from Class Leasing ("Purchase Agreement"); and

WHEREAS, Education Code §81655 authorizes the Board of Trustees of the district to delegate authority to the District's Superintendent/President to enter into contracts on behalf the district, provided that any contract entered into by the district's superintendent/president is not enforceable against the district unless the contract is ratified by the Board of Trustee.

NOW THEREFORE BE IT RESOLVED THAT:

1. The foregoing recitals and determinations are true, correct and incorporated herein by this reference; and
2. It would futile, undesirable, impractical and not produce any advantage for the district to engage in a competitive selection process to procure other modular buildings to replace the Lease No. 2736 Modulares, the Lease No. 10161 Modulares and to procure the Access Ramps; and
3. The Superintendent/President is authorized to present the Agreement for Purchase and Sale of Modular Buildings to Class Leasing for review; if upon such review Class Leasing accepts all terms and conditions of the Agreement for Purchase and Sale of Modular Buildings or if revisions requested by Class Leasing do not materially modify the terms of the Agreement for Purchase and Sale of Modular Buildings, the Superintendent/President or such district officer as they may designate are authorized to execute the Agreement for Purchase and Sale of Modular Buildings on behalf of the district.
4. If the district's Superintendent/President or their designee execute the Agreement for Purchase and Sale of Modular Buildings on behalf of the district, the executed Agreement for Purchase and Sale of Modular Buildings shall be submitted to the Board of Trustees for ratification.
5. This Resolution shall be effective as of the date of adoption by the district's Board of Trustees.

DATED, SIGNED AND APPROVED this 16th day of April 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

AGREEMENT FOR PURCHASE AND SALE OF MODULAR BUILDINGS

This Agreement for Purchase and Sale of Modular Buildings (“Agreement”) is entered into April 16th, 2026 by and between MiraCosta Community College District (“District”) and Class Leasing, LLC (“Seller”) with reference to the following Recitals, all of which are incorporated herein.

WHEREAS, pursuant to Lease No. 2736, dated November 21, 2019, amended on May 15, 2024, and May 15, 2025, and Lease No. 10161 dated June 3, 2025, and (collectively “Leases”), the District leased from the Seller certain Modular Buildings as described herein; the Leases are incorporated herein by this reference

WHEREAS, pursuant to the Leases, the Seller furnished and installed, and the District occupies and uses certain Modular Buildings owned by the Seller described as follows:

| Lease Number 2736 (November 21, 2019 and amended on May 15, 2024, and 2025) | |
|--|---|
| Serial Number | Size and Description |
| P-20-2196A/B/C/D | 96’x40’ Custom Office |
| P-20- 2193 A/B/C/D P-20-2194A/B/C/D P-20-2195 A/B/C/D P-20-2197 A/B/C/D P-20-2198 A/B/C/D P-20-2199 A/B/C/D | (6) 48’x40’ DSA Classroom |
| P-20-2191 P-20-2192 | 12’40’ Restrooms |
| | (2)96’x40’ Ramps 5’x7’ landing with 11’x4’ Ramps |
| | Restroom Ramp 65’x6’6” Common Deck with Switchback, Step attachment and 11’x4’ ramp |
| | (2)96’x40’ Ramps 5’x7’ landing with 11’x4’ Ramps |
| Lease Number 10161 (June 3, 2025) | |
| Serial Number | Size and Description |
| P-18-1820 A/B | DSA 24’x60’ office building S/N with existing ramp / landing combinations |

WHEREAS, this Agreement sets forth the terms and conditions for termination of the Leases and the Seller’s sale of the Modular Buildings to the District.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, District and the Seller agree as follows:

1. Modular Buildings Purchase and Sale. Seller sells to the District and the District purchases from the District the Modular Buildings upon the terms set forth herein. The Modular Buildings include the various components forming the Modular Buildings and improvements therein (including without limitation, mechanical, electrical or plumbing improvements) and related sitework provided by Seller pursuant to the Leases. The Modular Buildings subject to this Agreement include three (3) custom ramps.
2. Seller’s Representations and Warranties. Seller represents and warrants to the District:

Seller has the full right, power, and authority to enter into this Agreement, and to perform its obligations under this Agreement.

Seller has good and marketable fee title to, and the right to transfer fee title of the Modular Buildings to the District;

Seller’s right, title, and interest to the Modular Buildings is free and clear of any liens, security interest, taxes, or other encumbrances; and

There is no third party that may claim any right, title, or interest to the fee title of the Modular Building.

The foregoing representations and warranties shall survive the transfer of title of the Modular Buildings to the District. Seller covenants to the District that Seller shall, at Seller’s cost and expense, defend the District’s fee title to the Modular Buildings against any claim or demand of any right, title or interest to the fee title of the Modular Buildings. As used herein, the term “knowledge” means the actual knowledge of the Seller as of the Closing.

3. As Is and Where As. The District purchases the Modular Buildings in the “as is” and “where as” condition of the Modular Buildings.
4. Purchase Price. The purchase price of the Modular Buildings is **One Million Five Hundred Eighty-Three Thousand, Five Hundred Five Dollars (\$1,583,505.00)** (“Purchase Price”). The Purchase Price includes all applicable sales taxes or other taxes/assessments arising out of the Seller’s sale of the Modular Buildings to the District and the District’s purchase of the Modular Buildings from the Seller. The Seller shall be solely responsible for payment of all such taxes or assessments without adjustment of the Purchase Price.
 - 4.1. Purchase Price Allocation. The Purchase Price is allocated to each Modular Building as follows:

| Serial Number | Size and Description | Portion of Purchase Price |
|--|---|--|
| P-20-2196A/B/C/D | 96’x40’ Custom Office | P-20-2196A/B/C/D/E/F/G \$329,558.00 |
| P-20- 2193 A/B/C/D P-20-2194A/B/C/D P-20-2195 A/B/C/D P-20-2197 A/B/C/D P-20-2198 A/B/C/D P-20-2199 A/B/C/D | (6) 48’x40’ DSA Classroom | P-20- 2193 A/B/C/D P-20-2194A/B/C/D P-20-2195 A/B/C/D P-20-2197 A/B/C/D P-20-2198 A/B/C/D P-20-2199 A/B/C/D \$883,554.00 |
| P-20-2191 P-20-2192 | 12’40’ Restrooms | P-20-2191 P-20-2192 \$293,850.00 |
| P-18-1820A/B | DSA 24’x60’ office building S/N with existing ramp / landing combinations | \$67,363.00 |
| | | |
| Misc. Additional | Description | Amount |
| | (2)96’x40’ Ramps 5’x7’ landing with 11’x4’ Ramps | \$9,180.00 |

- 4.2. District Payment of Purchase Price. The District shall make full payment of the

Purchase Price for the Modular Buildings within thirty (30) days after the Effective Date of this Agreement.

5. Modular Buildings Title. Title to the Modular Buildings shall be vested in the District as of the District's full payment of the Purchase Price. The Seller shall execute such documents and take such action as reasonably requested by the District to establish the transfer of fee title to the Modular Buildings from the Seller to the District. The Seller's obligations under the foregoing shall be continuing until fee title to all Modular Buildings is vested in the District.
6. Termination of Leases. Upon the District's payment of the Purchase Price, the Leases shall terminate without further action of the District or the Seller. The District and the Seller acknowledge and agree that the District may continue to occupy and use the Modular Buildings after the date of this Agreement and prior to the District's full payment of the Purchase Price in accordance with the terms of the Leases, except for the District's obligation to make payments under the Leases.
7. Effective Date. The Effective Date of this Agreement shall be the date on which the following two (2) conditions are met: (1) the District's Board of Trustees approves this Agreement in an open public meeting of the Board of Trustees conducted in accordance with applicable law; and (2) the Agreement is executed by both Seller and District.
8. Miscellaneous.
 - 8.1. Time. Time is of the essence in the performance and completion of obligations under this Agreement.
 - 8.2. Binding Agreement; No Assignment. This Agreement and the terms hereof are binding on the assigns and successors of the District and Seller.
 - 8.3. Governing Law; Interpretation. This Agreement shall be governed and interpreted by the laws of the State of California. This Agreement shall be construed to effectuate the intention of the Parties with respect to the transaction described herein and the subject matter hereof. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or interpreted against either Party; this Agreement shall be construed and interpreted in accordance with the fair meaning of its terms.
 - 8.4. Counterparts; Effectiveness of Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this Agreement. The District may require electronic/digital execution of this Agreement in accordance with standards established in Government Code §16.5. Notwithstanding execution of this Agreement on behalf of the Seller and the District, this Agreement shall not be binding on or enforceable against the District until this Agreement is approved or ratified by the District's Board of Trustees in an open public meeting of the Board of Trustees conducted in accordance with applicable law.
 - 8.5. Severability. If any portion of this Agreement determined by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.
 - 8.6. Amendments. Neither amendments to nor modifications of this Agreement shall be effective or effective unless in writing and signed by an authorized employee of the Seller and the District and approved by the District's Board of Trustees.

8.7. Entire Agreement. This Agreement constitutes the entire agreement between the District and Seller concerning the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. The Parties each acknowledge: (i) that it had the opportunity to, and has to the extent each deemed appropriate by a Party, obtained legal counsel concerning the content and meaning of this Agreement; and (ii) except as expressly set forth in this Agreement, no promise, inducement or agreement not herein expressed has been made to effectuate this Agreement.

IN WITNESS HEREOF, the District and the Seller have executed this Agreement as of the date set forth above.

“District”

MiraCosta Community College District

By:

Elba Gomez,
Assistant Superintendent/Vice President Administrative Services

“Seller”

Class Leasing, LLC

By:

Mike Bollero, Sr.
President

| | | | | | |
|--|--|-------------|---------|--------|--------|
| Subject: Adopt Resolution No. 16-25/26: Authorize Purchase of Modular Buildings with Williams Scotsman | Attachment: <ul style="list-style-type: none"> • Resolution No.16-25/26 • Agreement for Purchase and Sale of Modular Buildings | | | | |
| Category: Action Item | Type of Board Consideration: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 33%;">Information</td> <td style="text-align: center; width: 33%;">Consent</td> <td style="text-align: center; width: 33%;">Action </td> </tr> </table> | Information | Consent | Action | |
| Information | Consent | Action | | | |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 25%;">Goal 1 </td> <td style="text-align: center; width: 25%;">Goal 2 </td> <td style="text-align: center; width: 25%;">Goal 3 </td> <td style="text-align: center; width: 25%;">Goal 4 </td> </tr> </table> | Goal 1 | Goal 2 | Goal 3 | Goal 4 |
| Goal 1 | Goal 2 | Goal 3 | Goal 4 | | |
| Recommended: <hr style="width: 80%; margin-left: 0;"/> Elba G. Gomez Assistant Superintendent/Vice President, Administrative Services | Approved for Consideration: <hr style="width: 80%; margin-left: 0;"/> Sunita V. Cooke, Ph.D. Superintendent/President | | | | |

BACKGROUND

The district entered into a lease agreement in 2020 with Williams Scotsman Inc. (“Lease”) for the lease of one (1) Modular Building (“Modular Building”). At the time the district entered into the Lease with Williams Scotsman, it was anticipated that there would only be a short-term need for use of the Modular Building. The district has now determined that there is a long-term need for use of the Modular Building.

With the need for continuing use of the Modular Building, district staff evaluated whether the district’s fiscal interests are best served by continuation and renewals of the lease with Williams Scotsman, Inc. or to purchase the Modular Building. Staff evaluation concluded that the district fiscal interests are better served by the purchase of the Modular Building and Accessories.

STATUS

Williams Scotsman submitted a price proposal for the district’s purchase of the Modular Building and accessories totaling \$207,499.01 (“Modular Purchase Price”). District staff reviewed the Modular Purchase Price and confirmed that the Modular Purchase Price is consistent with current market value of the Modular Building and accessories and that the Modular Purchase Price is fair and reasonable. The Modularity Purchase Price and other terms and conditions for the district’s purchase of the Modular Building and accessories are incorporated into an Agreement for Purchase and Sale of Modular Buildings attached hereto and incorporated herein (“Purchase Agreement”).

Typically contracts with the value of the Purchase Agreement would require the district to engage in a competitive proposal process before awarding a contract. Approval of the Purchase Agreement is accompanied by Resolution No. 16-25/26 attached hereto and incorporated herein which describes circumstances under which the typical requirement for the district to engage in a competitive process to award the Purchase Agreement are deemed inapplicable as a matter of law. Resolution No. 16-25/26 describes how the removal and replacement of the Modular Building and accessories will disrupt District operations and that the anticipated costs of procuring replacements for the Modular Building and accessories will be more costly than the purchase of the Modular Building and accessories.

The modular building included in this project is the T140 modular unit (24'x60').

The attached Resolution No. 16-25/26 establishes the authority of the district to approve the Purchase Agreement.

RECOMMENDATION

Approve Resolution No. 16-25/26 authorizing approval of the Agreement for Purchase and Sale of Modular Buildings from Williams Scotsman without a competitive proposal process.

**MIRACOSTA COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 16-25/26
AUTHORIZE PURCHASE OF MODULAR BUILDING FROM WILLIAMS SCOTSMAN INC.**

WHEREAS, in or about June 14, 2016, the Region 4 Education Service Center in Houston Texas (“ESC”) engaged in a competitive proposal process to award a contract to furnish and install modular buildings; Williams Scotsman, Inc. (“WillScot”) was awarded the contract to furnish and install modular buildings; and

WHEREAS, the contract ESC awarded to WillScot to furnish and install modular buildings incorporated provisions authorizing other public agencies, including the district, to lease or purchase modular buildings from WillScot upon the terms of the contract awarded by ESC (“ESC Piggyback”); and

WHEREAS, in accordance with the “ESC Piggyback”, in or about July 01, 2020, the district entered into a lease agreement, identified as Lease Number 1242205 (“Lease”) with WillScot to lease one (1) modular building from WillScot (“Lease No. 1242205 Modular”); the District thereafter renewed the lease agreement for the Lease No. 1242205 Modular in or about April 2021, March 2024 and January 2026; and

WHEREAS, WillScots has delivered and installed the Lease No. 1242205 Modular and the Lease No. 1242205 Modular has been used continuously by the district since delivery and installation thereof; and

WHEREAS, when the district entered into the Lease for the Lease No. 1242205 Modular with WillScots the district anticipated short-term duration needs for use of the Lease No. 1242205 Modular; and

WHEREAS, the district has determined that there is an on-going and long-term need for the district’s use of the Lease No. 1242205 Modular; and

WHEREAS, in light of the on-going need for use of the Lease No. 1242205 Modular, District staff evaluated the continuing costs under the Lease for Lease No. 1242205 Modular and the costs of purchasing the Lease No. 1242205 Modular; and

WHEREAS, the district’s staff evaluation concluded that with the district’s long-term needs for use of the Lease No. 1242205 Modular, the economic interests of the district are better served by the purchase of the Lease No. 1242205 Modular rather than continuing to Lease the Lease No.1242205 Modular from WillScots; and

WHEREAS, the district obtained a price proposal from WillScots for the district’s purchase of the Lease No. 1242205 Modular, along with one (1) OSHA aluminum steps, and (1) ADA/IBC ramp with switchback (collectively hereinafter referred to as “Access Ramps”) for a total purchase price of \$207,499.01 (“Modulars Purchase Price”); the following is a breakdown of the Modular Purchase Price for the Lease No. 1242205 Modular and Access Ramps; and

| Lease No. 1242205 Modulares | | |
|--------------------------------------|-----------------------------|----------------------------------|
| Serial Number | Size and Description | Portion of Purchase Price |
| CPX-109706 | 24'x60' Modular (56x24 Box) | \$175,920.00 |
| Miscellaneous | | |
| Misc. Additional | | Amount |
| License Fee | | \$120.00 |
| ADA/IBC Switchback Ramp- Custom sale | | \$14,895.00 |
| OSHA Aluminum Steps -Sale | | \$750.00 |
| Modular Purchase Price | | \$207,499.01 |

WHEREAS, district staff evaluated the Modular Purchase Price and determined that the Modular Purchase Price is fair, reasonable and consistent with current marketplace pricing; and

WHEREAS, the Lease No. 1242205 Modular and the Access Ramps are necessary and critical for continuing District operations; and

WHEREAS, Public Contract Code §20651 generally requires the district to engage in a competitive process for award of contracts with the value of the Modular Purchase Price; and

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

WHEREAS, engaging in a competitive selection process to procure the Lease No. 1242205 Modular and Access Ramps would be futile, undesirable and impractical for the following reasons: (i) replacement of the Lease No. 1242205 Modular and the Access Ramps will severely disrupt district operations; and (ii) the costs for the district to procure and install replacement modular buildings will exceed the Modulares Purchase Price; and

WHEREAS, attached hereto is a copy of the Agreement for Purchase and Sale of Modular Buildings which sets forth the terms and conditions of the district's purchase of the Lease No. 1242205 Modular and the Access Ramps from WillScots ("Purchase Agreement"); and

WHEREAS, Education Code §81655 authorizes the Board of Trustees of the district to delegate authority to the district's Superintendent/President to enter into contracts on behalf the district, provided that any contract entered into by the district's Superintendent/President is not enforceable against the district unless the contract is ratified by the Board of Trustee; and

NOW THEREFORE BE IT RESOLVED THAT:

6. The foregoing recitals and determinations are true, correct and incorporated herein by this reference; and
7. It would be futile, undesirable, impractical and not produce any advantage for the district to engage in a competitive selection process to procure other modular buildings to replace the Lease No. 1242205 Modular and the Access Ramps; and
8. The Superintendent/President is authorized to present the Agreement for Purchase and Sale of Modular Buildings to Williams Scotsman, Inc. for review; if upon such review Williams Scotsman, Inc. accepts all terms and conditions of the Agreement for

Purchase and Sale of Modular Buildings or if revisions requested by Williams Scotsman, Inc. do not materially modify the terms of the Agreement for Purchase and Sale of Modular Buildings, the Superintendent/President or such district officer as they may designate are authorized to execute the Agreement for Purchase and Sale of Modular Buildings on behalf of the district.

9. If the district's Superintendent/President or their designee execute the Agreement for Purchase and Sale of Modular Buildings on behalf of the district, the executed Agreement for Purchase and Sale of Modular Buildings shall be submitted to the Board of Trustees for ratification.
10. This Resolution shall be effective as of the date of adoption by the district's Board of Trustees.

DATED, SIGNED AND APPROVED this 16th day of April, 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

AGREEMENT FOR PURCHASE AND SALE OF MODULAR BUILDINGS

This Agreement for Purchase and Sale of Modular Buildings (“Agreement”) is entered into April 16th, 2026 by and between MiraCosta Community College District (“District”) and Williams Scotsman, Inc. (“Seller”) with reference to the following Recitals, all of which are incorporated herein.

WHEREAS, pursuant to Lease No. 1242205, dated July 01, 2020, and amended on April 28, 2021, March 12, 2024, March 20, 2024, and January 1, 2026, (collectively “Leases”), the District leased from the Seller a certain modular building as described herein (“Modular Building”); the Lease is incorporated herein by this reference

WHEREAS, pursuant to the Lease, the Seller furnished and installed, and the District occupies and uses a certain Modular Building owned by the Seller described as follows:

| | |
|---|------------------------------|
| Lease Number 1242205 (July 01, 2020) | |
| Serial Number | Size and Description |
| CPX-109706 | 24'x60' Modular (56x 24 Box) |

WHEREAS, this Agreement sets forth the terms and conditions for termination of the Lease and the Seller’s sale of the Modular Building to the District.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, District and the Seller agree as follows:

9. Modular Buildings Purchase and Sale. Seller sells to the District and the District purchases from the District the Modular Building upon the terms set forth herein. The Modular Building includes the various components forming the Modular Building and improvements therein (including without limitation, mechanical, electrical or plumbing improvements) and related sitework provided by Seller pursuant to the Lease. The Modular Building subject to this Agreement also includes one (1) ADA/IBC switchback ramp and one (1) OSHA aluminum steps.

10. Seller’s Representations and Warranties. Seller represents and warrants to the District:

Seller has the full right, power, and authority to enter into this Agreement, and to perform its obligations under this Agreement;

Seller has good and marketable fee title to, and the right to transfer fee title of the Modular Building to the District;

Seller’s right, title, and interest to the Modular Building is free and clear of any liens, security interest, taxes, or other encumbrances; and

There is no third party that may claim any right, title, or interest to the fee title of the Modular Building.

The foregoing representations and warranties shall survive the transfer of title of the Modular Building to the District. Seller covenants to the District that Seller shall, at Seller’s cost and expense, defend the District’s fee title to the Modular Building against any claim or demand of any right, title or interest to the fee title of the Modular Building. As used herein, the term “knowledge” means the actual knowledge of the Seller as of the Closing.

11. As Is and Where As. The District purchases the Modular Building in the “as is” and “where as” condition of the Modular Building.

12. Purchase Price. The purchase price of the Modular Building is **Two Hundred Seven Thousand, Four Hundred Ninety-Nine and 01/100 Dollars (\$207,499.01)** (“Purchase Price”). The Purchase Price includes all applicable sales taxes or other taxes/assessments

arising out of the Seller's sale of the Modular Building to the District and the District's purchase of the Modular Building from the Seller. The Seller shall be solely responsible for payment of all such taxes or assessments without adjustment of the Purchase Price.

12.1. Purchase Price Allocation. The Purchase Price is allocated to the Modular Building as follows:

| Serial Number | Size and Description | Portion of Purchase Price |
|------------------|--|---|
| CPX-109706 | 24'x60' Modular (56x24 Box) | One Hundred Seventy-Five Thousand, Nine Hundred Twenty Dollars (\$175,920) |
| P-19-1818A/B | 24'x60' DSA Classroom | |
| Misc. Additional | Description | Amount |
| Lease 1242205 | (1) ADA/IBC Switchback Ramp- Custom Sale existing On-Site Purchase | \$14,895 |
| | (1) OSHA Aluminum Steps existing Onsite Purchase | \$750.00 |

12.2. District Payment of Purchase Price. The District shall make full payment of the Purchase Price for the Modular Building within thirty (30) days after the Effective Date of this Agreement.

13. Modular Buildings Title. Title to the Modular Building shall be vested in the District as of the District's full payment of the Purchase Price. The Seller shall execute such documents and take such action as reasonably requested by the District to establish the transfer of fee title to the Modular Building from the Seller to the District. The Seller's obligations under the foregoing shall be continuing until fee title to all Modular Building is vested in the District.

14. Termination of Leases. Upon the District's payment of the Purchase Price, the Lease shall terminate without further action of the District or the Seller. The District and the Seller acknowledge and agree that the District may continue to occupy and use the Modular Building after the date of this Agreement and prior to the District's full payment of the Purchase Price in accordance with the terms of the Lease, except for the District's obligation to make payments under the Lease.

15. Effective Date. The Effective Date of this Agreement shall be the date on which the following two (2) conditions are met: (1) the District's Board of Trustees approves this Agreement in an open public meeting of the Board of Trustees conducted in accordance with applicable law; and (2) the Agreement is executed by both Seller and District.

16. Miscellaneous.

16.1. Time. Time is of the essence in the performance and completion of obligations under this Agreement.

16.2. Binding Agreement; No Assignment. This Agreement and the terms hereof are binding on the assigns and successors of the District and Seller.

16.3. Governing Law; Interpretation. This Agreement shall be governed and interpreted by the laws of the State of California. This Agreement shall be construed to effectuate the intention of the Parties with respect to the transaction described herein and the subject matter hereof. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or interpreted against either Party; this Agreement shall be construed and interpreted in accordance with the fair meaning of its terms.

16.4. Counterparts; Effectiveness of Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this Agreement. The District may require electronic/digital execution of this Agreement in accordance with standards established in Government Code §16.5. Notwithstanding execution of this Agreement on behalf of the Seller and the District, this Agreement shall not be binding on or enforceable against the District until this Agreement is approved or ratified by the District’s Board of Trustees in an open public meeting of the Board of Trustees conducted in accordance with applicable law.

16.5. Severability. If any portion of this Agreement determined by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

16.6. Amendments. Neither amendments to nor modifications of this Agreement shall be effective or effective unless in writing and signed by an authorized employee of the Seller and the District and approved by the District’s Board of Trustees.

16.7. Entire Agreement. This Agreement constitutes the entire agreement between the District and Seller concerning the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. The Parties each acknowledge: (i) that it had the opportunity to, and has to the extent each deemed appropriate by a Party, obtained legal counsel concerning the content and meaning of this Agreement; and (ii) except as expressly set forth in this Agreement, no promise, inducement or agreement not herein expressed has been made to effectuate this Agreement.


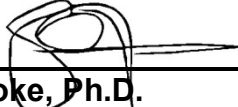
IN WITNESS HEREOF, the District and the Seller have executed this Agreement as of the date set forth above.

“District”
MiraCosta Community College District

By: _____
Elba Gomez,
Assistant Superintendent/Vice President Administrative Services

“Seller”
Williams Scotsman, Inc,

By: _____
Dathan Beach
Sales Representative/President

| | |
|---|---|
| Subject: Human Resources Update | Attachment: None |
| Category: Information | Type of Board Consideration: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ Information Consent Action </div> |
| Institutional Goals: mcc_mission_statement.pdf (miracosta.edu) | Institutional Goal Supported: <div style="display: flex; justify-content: space-around; align-items: center;"> ✓ Goal 1 ✓ Goal 2 ✓ Goal 3 ✓ Goal 4 </div> |
| Recommended:  <hr/> Hayley D. Schwartzkopf, J.D. Assistant Superintendent/Vice President, Human Resources | Approved for Consideration:  <hr/> Sunita V. Cooke, Ph.D. Superintendent/President |

Office of the Vice President (Hayley Schwartzkopf)

Director of Professional Development

The district recently opened a recruitment for a director of professional development and training. This is a new position for the college that will primarily support the professional development and training needs for classified professionals and administrators, while also collaborating with faculty colleagues on districtwide professional development opportunities twice per year. The director will ensure districtwide professional development and training programs align with the district’s mission and institutional goals, support student success, and foster an inclusive and innovative learning and working environment. We are excited to have a position that will enhance the culture of continuous learning and growth within the campus community, while ensuring that the district’s training programs remain relevant, impactful and responsive to changing needs.

Equal Employment Opportunity Plan

Every three years, the Human Resources Division creates a new EEO Plan in collaboration with the EEO Advisory Committee (“EEOAC”). The current EEO Plan expires on June 30, 2026. The EEOAC has completed its work in drafting the 2026–2029 EEO Plan, which is currently under review by the Chancellor’s Office as required by Title 5 regulations. The draft 2026–2029 EEO Plan will be shared collegially with governance groups over the next couple of months and is expected to be formally presented to the Board for adoption at its June Board meeting. The plan reflects countless hours and feedback from a variety of stakeholders across campus. It also highlights the district’s ongoing commitment to actively identifying and eliminating barriers to employment, and intentional focus on fostering a workforce that reflects the diverse student population of our campus community.

Leadership Academy

In January 2026, the district launched its second cohort for a Leadership Academy. There are 20 diverse participants across all employee groups, including classified professionals, faculty, and administrators. Leadership Academy sessions are facilitated by members of the Executive Management Team and other administrators, including two administrators who participated in the inaugural cohort. The academy sessions cover topics such as leading effective teams, fostering inclusive environments, emotional intelligence, conflict resolution, and feedback and accountability. The final session is scheduled for April 22, and participants will be recognized for their individual contributions and work during the academy.

Employee and Labor Relations (Sona Wolfe)

Faculty Assembly Negotiations: Academic Freedom and Intellectual Property

As part of the current Faculty Assembly collective bargaining agreement (“CBA”), a reopener clause was included for academic freedom and intellectual property. Throughout the 2025/26 academic year, the district has conducted ongoing collegial negotiations with the Faculty Assembly on these two topics. Progress has been made in both areas, and the district and Faculty Assembly have reached a tentative agreement on academic freedom. Negotiations regarding intellectual property are ongoing, with discussions nearing a tentative agreement. The district has also partnered with the Faculty Assembly leadership and Academic Senate to present two training sessions on academic freedom during the spring 2026 semester. A secondary interactive session with scenarios and practical strategies is planned for April.

Academic Associate Faculty (MCCAAF) Negotiations

The current Academic Associate Faculty CBA is set to expire on June 30, 2026. Negotiations with the Associate Faculty union began in January 2026 and are ongoing on a weekly basis. The district and MCCAAF are actively reviewing multiple articles of the collective bargaining agreement and have reached tentative agreements on several articles. Discussions remain productive, with a shared goal of finalizing negotiations by May.

Classified Senate Meet and Confer

During the 2025/26 academic year, the district engaged in collegial negotiations via the meet and confer process with the Classified Senate to revise several sections of the Working Conditions Manual. A particular area of importance is a change related to holiday closure language that would have had an impact on future potential winter intersessions for the newly adopted compressed Academic Calendar. Classified Senate leadership partnered with the district to find a solution to meet the best interests of students and the college. The Working Conditions Manual is being presented to the Board for ratification at the April Board meeting.

Classification Review Committee and Reclassification Process

Each year, classified professionals whose job duties have changed by more than 25 percent are eligible to submit a request for reclassification. The reclassification submission period ended January 15, 2026. The evaluation of submitted classified employee reclassification requests is currently being finalized by Human Resources. Recommendations for changes to job descriptions or compensation for classified professionals undergoing review will be submitted to the Classification Review Committee (“CRC”) on April 15. Additionally, reclassification requests for classified administrators and confidential employees have been received, and corresponding recommendations will be submitted to the superintendent/president. The district’s goal is to prepare and present all reclassification recommendations to the Board in June 2026 for a July 1 effective date.

Job Descriptions

Human Resources has been actively working to update job descriptions published on the district website to ensure compliance with recent legal updates related to digital accessibility. This work includes updating and replacing job descriptions that were previously posted in formats that did not meet accessibility standards.

Human Resource Department (Jenn Acfalle)

Faculty Hiring Committee Training

On January 30, 2026, Human Resources facilitated the district's 9th Annual Faculty Hiring Committee Training, a critical component of our commitment to equitable, compliant, and high-quality faculty hiring to reflect and serve our diverse student population. This annual training ensures that all hiring committee members are well prepared to carry out their responsibilities in alignment with the district's EEO Plan and best practices in faculty recruitment. The training covered key topics including a review of the district's EEO Plan, full-time faculty demographic data, equity-minded hiring practices, strategies for interrupting bias, maintaining the integrity of the selection process, and developing effective interview questions. In the afternoon, hiring committee members engaged in collaborative working sessions to refine applicant evaluation materials and interview questions, strengthening consistency and fairness across recruitments. It was attended by over 80 full-time faculty, classified professionals, and administrators.

California Community College Career Connect Job Fair

On Saturday, January 31, 2026, Human Resources representatives attended the California Community College Career Connect Job Fair in Los Angeles, the largest job fair for community colleges. The event brought together more than 30 community college districts and institutions, providing a highly effective venue to promote open positions and connect with a broad and diverse pool of qualified candidates. Participation in this statewide job fair is a key recruitment strategy for the district and supports our efforts to expand outreach beyond the local region, increase visibility among prospective faculty and staff, and build a strong pipeline of candidates for hard-to-fill and future vacancies.

SharePoint Personnel Action Request Forms

On February 2, 2026, the newly redesigned Personnel Action Request Forms was launched in SharePoint. The upgraded site brings a smoother, more intuitive experience for initiators and approvers. With streamlined workflows, users can now easily process open recruitments, classified position changes, and minimum qualifications checks for new disciplines. The forms have been thoughtfully reimaged to enhance efficiency, clarity, and usability across the board. The system was also intentionally designed to integrate more effectively with Workday, ensuring seamless coordination with hiring and payroll processes. The new system has received positive feedback from stakeholders across campus and will better support the campus community.

Department Restructuring and Dedicated Support

On March 23, 2026, the Human Resources Department implemented a new structure designed to better serve the entire campus community. Each department will now have a designated Human Resources representative as their primary resource for most HR hiring functions. From recruiting and onboarding to processing personnel transactions, the assigned Human Resources representative will function as each department's go-to HR liaison, ensuring personalized and efficient support. Training for these new roles will continue throughout the spring and summer, and regular internal meetings will ensure consistency across departments.

Classification and Compensation Study Update

The Classification and Compensation Study RFP Evaluation Committee met in February and selected Segal as the recommended vendor. Segal brings over 30 years of experience partnering with colleges and universities on classification and compensation studies. They have specific experience working with California Community Colleges, including Palomar, Santa Rosa, and Los Angeles Community College Districts. Segal also regularly partners with public and private institutions of higher education across the country, including both the UC and CSU systems in California. The contract with Segal is recommended for approval at the April Board meeting.

Caring Campus Initiative Refresh

Human Resources partnered with the Classified Senate and the Institute for Evidence-Based Change to support a refresh of the Caring Campus initiative, with the goal of institutionalizing behavioral commitments and ensuring long-term sustainability. This work began in summer and fall, and the Classified Senate partnered with Human Resources to support kick-off events scheduled for all campus locations on April 7, 8, 13, and 14 for a Heart and Art event.

Workday Release (Bonnie McFadden)

Each year, Workday delivers updates and enhancements twice—in March and September—and provides clients with a five-week window to review, assess, and test potential impacts across areas such as human resources, benefits, compensation, talent, absence, time tracking, payroll, and other functions that impact fiscal operations and purchasing. These updates may include user interface changes, new features, and expanded functionality. Some enhancements are automatically enabled, while others require configuration. The most recent semi-annual Workday release was deployed to our production tenant on March 14, 2026. This release introduces additional hubs, including the personal information hub, and continues to expand innovation with several AI-related enhancements.

Benefits (Briana Schaeffer)

Bloom Wellness Challenge

MiraCosta College launched its 6-week Bloom wellness challenge, with participant activity beginning on March 23, 2026, and the program concluding on May 3, 2026. The self-paced challenge promotes physical activity and overall wellbeing through daily movement goals, team and social engagement opportunities, and access to healthy recipes and wellness resources within the platform. To date, 193 employees have registered, and early participation data shows an average of 9,202 steps per user per day, reflecting strong engagement toward healthier lifestyle habits.

Alliant Benefits Advocate

Effective April 1, 2026, the district launched the Alliant Benefit Advocates program, providing employees with direct access to personalized, one-on-one support for benefits navigation and issue resolution. The program assists with medical, dental, vision, life, disability, EAP, spending accounts (HSA, FSA, HRA), enrollment and eligibility questions, COBRA inquiries, and claims and appeals support. Benefit Advocates work directly with insurance carriers and healthcare providers, using HIPAA authorization when required, to help employees resolve complex issues efficiently. This initiative is expected to improve employee satisfaction and understanding of benefits while reducing the administrative burden on Human Resources by diverting complex benefits cases to a dedicated expert resource.

SISC Onsite Health Screening

The district, in partnership with SISC and Quest Diagnostics, hosted an onsite health screening event on April 9, 2026, for medical-covered employees and eligible dependents age 18 and over as part of its employee wellness efforts. The confidential screenings provided participants with key biometric health indicators and supported preventive care and early health awareness. A total of 33 employees enrolled in the onsite screening event, demonstrating continued employee engagement in college-supported wellness initiatives.

Title IX and Inclusive Practices (Caitlin Frank)

The new Director of Title IX and Inclusive Practices, Caitlin Frank, began her tenure with the college in mid-November and has been building relationships, meeting with key constituents and increasing visibility of the program. Lactation Room Use and Reasonable Modifications for pregnant and parenting students has been reabsorbed from other departments to be fully supported by the Director. Student Title IX training was successfully relaunched in March for the spring semester. Training sessions and presentations provided include CARE Referral and Reporting training for MiraCosta Police Department in December, New Employee Orientation in December, February, and March, Student Travel Considerations for Employees and Student Leadership Conference in January, Classified Lightning Talk in February, and Department Title IX and DHR training for Student Services in January and Theater's spring production cast in March. Scheduled presentations include departmental training for Nursing, Health, and Wellness and the Teaching Learning Commons in April and May, with Free Speech and Academic Freedom Part II training in April, and Conflict and Communication for Classified Senate to be rescheduled (originally February).

Projects underway include the revamping of MIST and employee compliance training, including AB 2821, Title IX and DHR policy review and revision, Title IX and DHR website updates, training for Advisors (Katie Meyer's Law), case management system for employees, and a program business plan.

April is Sexual Assault Awareness Month and will include the Clothesline Project at the Oceanside, San Elijo, and CLC campuses, Denim Day and Teal Tuesdays at all campuses, and the roll out of a new Title IX and DHR program Instagram for passive education and awareness. Since November, the program has received approximately 57 case referrals, including 6 transitioned to the director in November. Of those 57, approximately 9 were resolved/are resolving formally, 19 were resolved informally, 12 were referred to supervisors/managers, labor relations, or student conduct for resolution, 11 were closed for lack of jurisdiction (2 reports withdrawn), 2 were resolved through reasonable modification, 2 were external complaints, 1 is a new matter, and 1 represented a workplace conflict review.

Risk and Safety (Justin Crast)

Risk Management has conducted over 20 ergonomic, air quality, and accessibility assessments during the first half of the spring 2026 semester, based on employee requests. Based on the individualized assessments, Risk Management has provided technological equipment, new furniture, and offered ergonomic tips/advice to different employees and departments to support a safe, healthy, and accessible work environment.

The district's property and liability insurance conducted both chemical hygiene and broader safety inspections in 2025 for the college on each campus. There were no emergency priority

actions, but Risk Management is working on implementing inspection feedback. Risk is also partnering with our insurance company to provide in-person training and safety consultation over the next several months in specific areas. Some planned actions include increased employee ergonomic assessments, hazard assessments in science and technology departments, forklift training, and a newly developed minors-on-campus procedural training.

Risk Management has been invited to attend project meetings to offer ergonomic and accessibility feedback on future building and furniture design for any new construction builds. Based on specific employee feedback, the district will ensure employees and students are provided size-appropriate, comfortable, effective, and accessible workspace design.

Risk Management, Human Resources, and Administrative Services conducted a periodic review and assessment of the District's property and liability insurance programs. The district's existing liability insurance broker, Keenan, has recently merged with the global insurance broker Arther J. Gallagher & Co. Through Gallagher, Keenan can offer the district an increased selection of insurance products that have not been available previously. These include programs such as student accident coverage, athlete injury coverage, workplace violence, active assailant, and international student health insurance. Based on Keenan's existing loss control services, its competitive pricing, and the new relationship with Gallagher, the district is expected to remain with Keenan for property and liability coverage at this time.

The district will launch Company Nurse in May. Company Nurse is a third-party medical organization contracted by the district's worker's compensation program that offers live telephonic nurse advisement 24 hours a day, 7 days a week for employee injury care. Whenever an employee is injured at work, they will be able to call the Company Nurse hotline and receive advisement from a registered nurse. Following consultation with the nurse, the employee can either choose referral to in-person occupational care (i.e. file a work comp claim) or be given self-care advice if the employee does not think they need further in-person care after the consultation. This new program will offer both enhanced service for injured employees and reduce costs; the Company Nurse service is included at no additional cost to the district and the program has consistently resulted in lower filed claims at other districts. Risk Management has met with stakeholders to discuss how Company Nurse will alter employee injury first response. The department will also hold several informational sessions with employees in the upcoming weeks and update the Risk Management website with this new information.