



MOU Between the  
MiraCosta Community College District &  
MiraCosta Community College District – Faculty Assembly  
26-01

---

This MOU modifies the terms of the Faculty Assembly 2025-2028 contract to allow for the specific process identified below:


- 1) The District and the Assembly determined that a need existed to establish a pilot lateral transfer process for full-time faculty recruitment. The purpose of the pilot program is to explore the feasibility of creating a lateral transfer process for tenured, full-time faculty.
- 2) A lateral transfer request may be initiated only once a position has been approved to hire through the full-time faculty prioritization process. The position must be posted as an open recruitment by Human Resources. Only tenured, full-time faculty shall be eligible to apply for lateral transfer into another full-time faculty position. The interested faculty member must be in good standing with the District in order to be eligible to apply. Good standing is defined as not being under a Corrective Action Plan or subject to sustained disciplinary action within the last two years.
- 3) Once the position has been posted for recruitment, the interested faculty shall submit a letter of interest to the dean and vice president responsible for hiring the position. The letter of interest must be submitted within the first two weeks of the job posting. The appropriate dean and vice president, along with the department chair, lead faculty member, or discipline expert and one other faculty peer (the “committee”), may choose to interview the interested faculty member. If the committee elects not to interview the interested faculty member, the faculty member will be notified within one week of submitting the letter of interest that they may choose to apply for the position posted for open recruitment.
- 4) If the committee interviews the interested faculty member, and selects them for the open position, the committee shall make a recommendation to the Superintendent / President for approval for the lateral transfer. The approval shall be subject to confirmation that the faculty member meets the minimum qualifications for the position. The decision of the Superintendent / President shall be final and is not subject to the grievance process.
- 5) The selected faculty member shall be eligible to transfer into the new position as of July 1.
- 6) The selected faculty member shall undergo the tenured, full-time faculty evaluation process in the first semester they are in the new position. There are two potential outcomes for the recruitment process for the selected faculty member:


- a. Remain in position: The selected faculty member must have an overall evaluation rating of “Meets Expectations” to remain in the new position. The selected faculty member shall confirm to the PRC that they would like to remain in the new position. This confirmation will conclude the recruitment process for the position and the selected faculty member will be deemed to have permanently changed assignments with the District. The selected faculty member shall have their PRC evaluation timeline reset to align with the new position.
  - b. Revert to original position: If the overall evaluation rating is “Does Not Meet Expectations,” the faculty member shall return to their original position with the District. The evaluation shall not be considered as part of the regular evaluation timeline or as part of the packet for future evaluations of the full-time faculty member. Alternatively, if the selected faculty member determines that the new position does not align with their current or future career goals, they must notify the PRC of their intention to return to their original position with the District at the time of their Peer Review Meeting. The District will work with the faculty member on an appropriate transition plan to return them to their original position.
- 7) The selected faculty member shall retain all other rights as a full-time faculty member, including, but not limited to, original date of hire, seniority, and Faculty Services Areas.
- 8) The District and the Faculty Assembly agree to collaborate with the Academic Senate to discuss a streamlined hiring request process to replace faculty hired through a lateral transfer process.

This agreement will become effective upon the signatures of the parties. It shall expire on June 30, 2028.

Sunita V. Cooke, Ph.D.

Mary Gross, M.S.

  
 \_\_\_\_\_ Dec 19, 2025  
 Sunita Cooke (Dec 19, 2025 10:01:10 PST)  
 Signature Date  
 Superintendent/President  
 MiraCosta Community College District

  
 \_\_\_\_\_ Dec 17, 2025  
 Mary Gross (Dec 17, 2025 10:36:36 PST)  
 Signature Date  
 President  
 MCCD Faculty Assembly









# MOU 26-01 Transfer Pilot\_

Final Audit Report

2025-12-19

Created:	2025-12-17
By:	Eva Brown (evbrown@miracosta.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8LBgb1ZMZYPd67h1dthCkc2W3Xm8_isH

## "MOU 26-01 Transfer Pilot\_" History

-  Document created by Eva Brown (evbrown@miracosta.edu)  
2025-12-17 - 4:25:59 PM GMT- IP address: 209.129.33.70
-  Document emailed to Mary Gross (mgross@miracosta.edu) for signature  
2025-12-17 - 4:28:23 PM GMT
-  Email viewed by Mary Gross (mgross@miracosta.edu)  
2025-12-17 - 6:36:07 PM GMT- IP address: 172.56.244.207
-  Document e-signed by Mary Gross (mgross@miracosta.edu)  
Signature Date: 2025-12-17 - 6:36:36 PM GMT - Time Source: server- IP address: 172.56.244.207
-  Document emailed to Sunita Cooke (scooke@miracosta.edu) for signature  
2025-12-17 - 6:36:37 PM GMT
-  Email viewed by Sunita Cooke (scooke@miracosta.edu)  
2025-12-18 - 2:13:52 AM GMT- IP address: 104.28.85.126
-  Document e-signed by Sunita Cooke (scooke@miracosta.edu)  
Signature Date: 2025-12-19 - 6:01:10 PM GMT - Time Source: server- IP address: 209.129.33.10
-  Agreement completed.  
2025-12-19 - 6:01:10 PM GMT